



Request for Proposal #18-003 Banking Services

March, 2018

Prepared For Emergence Health Network

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I. General Information

Emergence Health Network Information

Emergence Health Network (Local Authority) is the Department of State Health Services (DSHS) designated Mental Health Authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health and intellectual and developmental disability services for the residents of El Paso County, Texas.

Background Information and Services to be Provided

MISSION

Emergence Health Network (EHN) ensures superior recovery based services for mental health, developmental disability, and related conditions for the people of El Paso County.

VISION

EHN will lead behavioral and developmental services in the El Paso region ensuring access to quality services, advocating for a better quality of life, and providing strength, hope and recovery for persons with mental illness and developmental disabilities.

PHILOSOPHY AND VALUES

- Engage our customers by communicating the benefits of services and recovery
- Celebrate our customer's strengths when participating in services
- Foster hope in every service delivered
- Demonstrate evidence of our customer's successes toward recovery
- Recognize our customers and staff for all achievements made

GOALS

- Ensuring Quality
- Improving Access
- Increasing Communications
- Enhancing Resource Development
- Strengthening the Organization

BACKGROUND

The annual operating and capital budget total approximately \$53 million and EHN maintains operating reserves of approximately \$9 million dollars. EHN's cash management systems has need for a central operating checking account, a payroll account and various short-term investment accounts for debt reserve funds and surplus funds. EHN also uses the State of Texas Local Government Investment Cooperative. Funds are transferred from the LOGIC on an as needed basis to meet cash needs and maximize earnings. Daily deposits are transported to the bank each afternoon. EHN currently offers direct deposit of payroll, utilizes internet banking for its checking accounts and ACH for various account deposits. EHN has a work force of an average 600 full time equivalent employees.

OBJECTIVES

Emergence Health Network is currently seeking proposals from qualified financial institutions interested in providing comprehensive banking services. EHN intends to maintain all banking services with one institution in order to maximize its cash flow as well as to minimize its administrative costs. The primary objective of requesting proposals is for EHN to determine which bank can offer the highest quality of service at the most

reasonable cost. This process also provides EHN the opportunity to explore alternative procedural methods that could improve its banking, cash management and customer service capabilities.

We encourage you to be creative and educational in your responses. The format must be consistent with the requirements of the RFP. EHN desires check protection (positive pay) services, remote deposit, and the use of sweep accounts to maximize the interest earnings for EHN. If you believe that your proposed solution or services would be beneficial to EHN, we invite you to offer them. Please provide options that may create efficiencies, make improvements, and take advantage of new, applicable technologies.

EHN intends to establish a five-year contract, with an additional three-year renewal option. The conditions of the proposal must remain valid for a minimum contract term of five years. As a matter of policy, EHN may issue an RFP for banking services at the end of the term. Either party may cancel the contract for any reason with 90 days written notice.

SCOPE OF BANKING SERVICES

A. Banking Needs

It is EHN’s intent to select a bank that can provide high-level Banking Services at the most reasonable cost. The selected institution shall be designated as EHN’s depository for an initial five (5) year term. The contract shall contain an optional renewal clause which may be used for an additional three (3) year period under the same terms and conditions, thereby providing for eight (8) years of depository and banking services. The contract shall provide that EHN reserves the right to terminate the contract at any time upon 180 days prior written notice.

EHN’s cash management system manages all funds. EHN has need of a central operating checking account, a payroll account and various short-term investment accounts for debt reserve funds and surplus funds.

EHN currently offers direct deposit of payroll, utilizes internet banking for its checking accounts and ACH for various account deposits.

EHN is interested in obtaining check protection (positive pay) services, remote deposit, and the use of sweep accounts to maximize the interest earnings for EHN. Any additional services the banking institution may provide that are not specifically outlined within this RFP and/or recommendations regarding alternative and innovative approaches that would enhance operational efficiency should be included in the proposal, and whether those services are complimentary or fee based.

The following section will outline the various services desired by EHN (denoted in terms of **required** and **optional**). For the understanding of proposing banks, EHN will outline average account volumes for existing services by EHN [Table 1]. In addition, EHN asks all banks to please describe any products not specifically mentioned in the RFP that the bank believes would be beneficial to EHN.

Table 1: Volume

Item	General Checking	Payroll
Deposits made	100-150 per month	
Checks written	400 per month	10-20 per month
ACH debits	60-80 per month	6-9 per month
ACH credits	350-450 per month	2-5 per month
Returned items	1-2 per month	
Wire transmissions	10-15 per month	6 per month

B. Wire Transfer Services (required)

EHN wires funds online on a repetitive and non-repetitive basis to other banks. It is estimated that EHN has three (3) outgoing wires per month for general checking. EHN requires online outgoing wire transfers and confirmations to be provided. Wire transfers ordered by EHN and not received by the destination party will be traced from origin to destination to ascertain the party responsible for delaying the transfer. If necessary, adjustments will be made for any lost interest or charges resulting from a “fail” to consummate an investment transaction. The bank must have adequate backup systems in the event of computer or other failure.

Please describe the following services:

- Policy on daylight overdrafts, including aggregation of accounts and wire deadlines.
- Ability of EHN to initiate and monitor wire transfers online.
- Ability to create and store recurring/repetitive wire instructions/templates.
- Ability to create and store future-dated wire instructions.
- Security measures for wire initiation and approval.

C. ACH (required)

Currently, EHN processes an average of 60-80 ACH debits for the general checking account and approximately 6-9 debits for payroll per month. The average number of ACH credits for EHN is 350-450 for checking and 2-5 for payroll per month. Proposing banks must provide ACH services for both debit and credit transactions. EHN requires the ability to generate ACH transactions for employee payroll and reimbursements, vendor payments and provider transmittals. In addition, EHN requires all proposing banks to provide EHN with an in-depth, monthly statement of all ACH transactions, via PDF.

In their proposals, Banks should include information regarding ACH:

- Methods of transmission
- Cut-off times
- Security features related to processing direct deposits
- Pre-notification policy and cost
- Re-presentation of checks (RCK) through ACH on a specific date

D. Availability of Funds (required)

EHN expects all banks to submit a funds availability schedule. The bank must guarantee availability of funds to EHN on terms at least as favorable as stipulated on the funds availability schedule. Furthermore, banks should describe one-day, two-day availability and wire requirements. The proposing bank’s application should include information on the Bank’s policy regarding receiving same day credit for deposits. Furthermore, please describe whether expedited availability is offered.

E. Monthly Statements and Account Analysis (required)

EHN requires monthly account statements, both paper and electronic, that show a listing of deposits and withdrawals with detail and the amount of interest earned on interest-bearing accounts per month within five (5) business days after month end.

Additional requirements:

- Numeric check sorting will be completed by the bank.
- Imaging of cancelled checks (front and back).

- If the bank has a standard reconciliation product, please provide a detailed description as well as any differentiating characteristics.
- Also, provide a full range of modes of communication possible with your product and any enhancements that are available to reduce time and/or costs, improve check fraud prevention, streamline data presentation, etc. This information should be submitted as a separate addendum to the application.

EHN requires a monthly full account analysis. The format for the analysis should be designed to accommodate the information contained in the contract. The analysis must identify the quantity, unit charge, and extended price for all items charged.

The earnings credit for collected balances and earnings rate shall be shown on the analysis. The Bank shall deliver the Account Analysis Statement to EHN no later than ten (10) calendar days following the end of the statement period.

Please describe the following account services:

- What is the proposing bank's resolution process?
- What is the duration report images are maintained online?
- When will reports be made available and through what medium (e.g. online, email)?

F. Collection and Deposit Services (required)

Deposits are made daily and, for banks outside EHN's city limits, the bank will be responsible for providing secured pickup and transportation of deposits, at no cost to EHN. The method of securing deposits will be required, as an addendum to the proposal. Banks shall furnish deposit tickets and master keyed night deposit bags to EHN. The appropriate deposit slips provided by the Bank will accompany each deposit.

Deposits will consist of currency, coin, or checks. Currency will be bundled.

EHN deposits an average of approximately 100-150 checks per month to be credited to the proper accounts. The Bank shall supply bank deposit slips and other banking supplies, and cash handling equipment as needed by EHN. The Bank must provide an availability schedule for funds deposited via cash deposit, wire transfer, checks, and ACH credit.

EHN requests that all proposing banks describe their services, including:

- Cutoff times and requirements by location (vault, teller, branch, etc.),
- Deposit locations and reconciliation services availability

G. Collateralization of Deposits (required)

All financial institutions acting as a depository for EHN funds must agree to pledge collateral to secure all EHN funds. All securities serving as collateral shall be specifically pledged to EHN and placed in a custodial account at a Federal Reserve Bank, a trust department of a commercial bank, or through another financial institution.

The securities must have a fixed rate and a single maturity rate of ten (10) years or less. Acceptable securities are securities of the U.S. Treasury, or U.S. government agencies as defined by the Federal Reserve. The amount of collateralization necessary will vary during the year, but will be approximately \$ 5–6 million on average.

Submission of proposal by a bank is considered a confirmation agreement to the above-described conditions of collateralization. In addition, please include the name of the designated custodian of these deposits.

H. Online Banking Services (required)

EHN requires a full array of on-line banking services such as ability to view the status of checks, stop-payments, on-line wire transfers, etc. The system should be secure, easy to use and web-enabled. Furthermore, all proposing banks must include information on how banking data can be interfaced with EHN's financial management system, and what support (i.e. – online services training) would be available under the contract.

In addition, EHN requests that banks provide a detailed description of their online services and their ability to provide the following basic services:

- Reporting
 - Daily balance reporting – summary
 - Daily balance reporting – detail (with check detail and images)
 - Daily ACH and wire with full addenda information
 - Current day reporting
 - Intra-day reporting (real time or delayed), optional
- Execution of Transactions
 - Transfers between accounts
 - Initiation of wire transfers
 - Initiation of stop payment orders
 - Positive pay actions including time requirements
 - Initiation of ACH transactions; recurring ACH debit collection or credit transactions
 - Maintenance of wire transfer templates
 - Stale-dating of checks
 - EDI services, remote collection, controlled disbursement
 - Confirmations availability and format
- Internal Controls
 - Online cleared check information and images
 - Multi-level security administration requirements
 - Positive pay reports (including imaging of exception items)
 - Management access training for River Falls' system administrator

I. Electronic Storage of Documents (required)

EHN requests that all banks include information describing their electronic storage options (as an addendum to their application). Typically, EHN desires annual check image information to be on CD Rom for easy storage and research. The CD Rom shall include images of both the front and the back of checks.

J. Overdraft Processing (required)

EHN will attempt to minimize overdraft situations; however, there may be times overdrafts will occur. It is anticipated these overdraft situations will not exceed \$100,000, if and when they do occur.

In addition, EHN requests that all banks include a description of the overdraft processing services they provide, including: (a) rate basis for overdrafts; (b) rate basis and definition of "daylight overdrafts"; and, (c) whether accounts are aggregated for calculation/fee purposes.

Customer Overdraft Processing – EHN requests that all banks include a description of their overdrafts on NSF checks deposited to EHN accounts. Include how many times the bank will run/process a check, in the instance of an overdraft.

K. Positive Pay (required)

Positive Pay services are highly desirable. Along with the proposing bank's application, please include a sample report.

EHN also requests that banks describe their services, including:

- What is the recommended service delivery method (i.e. direct transmission, online, or other)?
- What are the hardware/software requirements?
- What controls are in place to protect against lost files and duplications of transmissions?
- Does the bank provide automatic file receipt acknowledgements? If so, how?
- Describe the role of any third-party processor used by the bank to provide this service?
- What is the bank's deadline for transmitting files/data?
- What is the process for notifying the bank of a single check or small check run outside of the regular batch file?
- How does EHN notify the bank of voided and stop payment checks?
- Does your bank have payee verification?
- Is the positive pay service fully implemented at all bank branches?
- How does the bank handle exception ("paid not issued") items?
- Does the bank offer a daily listing of exception items?
- Are there defaults available for each account to either automatically return or pay on exception items?
- What is the timeline for reporting exceptions to EHN?
- How are exceptions reported to EHN? Will an image be available?
- What is the timeline for EHN to act on any exceptions?
- What are the hours of operation of this service unit?

L. Stop Payment Services (required)

Proposing banks must be able to provide stop payment services for EHN upon contract appointment and initiation. It is expected that the banking services provider would be required to process five (5) per month.

EHN requests that all banks describe their stop payment services including: (a) online stop payment services; (b) confirmation requirements; and (c) duration of stop payments (e.g. four months, six months, etc.) and renewal processing options.

M. Additional Services (optional)

It is highly encouraged for proposing banks to provide information on the following services, if they are available to EHN.

Services include:

- Purchasing Card Services
- Payment Card Services
- Account Reconciliation Service
- Safekeeping Services
- One-time NSF processing
- Rep-Payee Services (free check cashing for that account or debit cards); approximately service 220 clients
- Electronic payments to vendors

These services are not a requirement of contract by EHN, but the information allows EHN to understand more about the bank’s abilities. If a service is not provided by the bank, please mark “Service Not Provided.”

Timeline

Emergence Health Network hopes to make a decision by May 2018. As such, the following timeline has been established once the RFP responses have been received:

March 2, 2018	RFP Issued
March 13, 2018	Questions Deadline
April 3, 2018	Responses to RFP due
April 2018	Review by EHN Committee
April 2018	Committee review and recommendation
May 2018	Final negotiations and board recommendation
May 2018	Board review and approval

General Provisions

These General Provisions are considered standard language for all EHN proposals and RFP/IFB documents. If any “specific proposal requirements” differ from the General Provisions listed here, the “specific proposal requirements” shall prevail.

1. RFP PACKAGE

The proposal, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all considered part of the proposal package. Proposals must be submitted on the forms provided by EHN, including the proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheet/contract page (s) may disqualify the proposal from being considered by EHN. Any individual signing on behalf of the proposal expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by the CEO. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the proposal. Changes must also be made to any electronic copies submitted. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with EHN.

2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, proposers are to direct all communications regarding this proposal to the bidquestions@ehnel Paso.org or assigned designee, unless otherwise specifically noted.

An authorized person from the submitting firm must sign all proposals. The signature acknowledges that the proposer has read the proposal documents thoroughly before submitting a proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Request for Proposal. It provides specific information necessary to aid participating firms in formulating a thorough response.

3. PROPOSER'S RESPONSIBILITY

The preferred proposer will:

- Demonstrate continuous operation of their business for services requested under this RFP for a minimum of 5 years;
- Demonstrate adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders that may be required in performing the services requested under this RFP;
- Demonstrate a satisfactory record of performance for the services requested under this RFP; and
- Demonstrate a satisfactory record of integrity and ethics.

4. REJECTION/DISQUALIFICATION OF PROPOSALS

EHN reserves the right to: (1) Reject any or all proposals in whole or in part received by reason of this RFP and may discontinue its efforts in seeking proposals or execution of a resulting contract for any reason or no reason whatsoever. EHN reserves the right to accept or reject all or any part of the proposal, waive technicalities, or to award by item or by total proposal; (2) Proposals may be rejected for any of (but not limited to) the following:

- a. Failure to use the proposal form(s) furnished by EHN, if applicable.
- b. Lack of signature by an authorized representative that can legally bind the company on the proposal form.
- c. Failure to properly complete the proposal.
- d. Proposals that do not meet the mandatory requirements.
- e. Evidence of collusion among proposers.

5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective proposer/bidder to review the entire RFP/IFB packet and to notify EHN if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or proposal procedures must be received by EHN no later than the close of third business day following the submission deadline. Vendors are to propose as specified herein or propose an approved equal/substitutes.

6. SUBSTITUTES

It is not EHN's intent to discriminate against any material of equal merit to those specified. However, should the proposer desire to use any substitutions, prior written approval shall be obtained from EHN prior to the Question Deadline in order that an addendum might be issued.

7. EXCEPTIONS TO PROPOSAL

The proposer will complete and submit the attached deviation form should proposer require any exceptions to the conditions of the proposal. If no deviations are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The Proposer must specify in its proposal any alternatives it wishes to propose for consideration by EHN. Each alternative should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered.

EHN reserves the right to offer these alternatives to other proposers.

8. PRICING

Proposals for equipment shall offer new (unused) equipment or merchandise unless otherwise specified. Quotes F.O.B. destination. If otherwise, show exact cost to deliver. Proposal will be either lump sum or unit prices as shown on the proposal sheet. The net price will be delivered to EHN, including all freight or shipping charges. In case of error in extension, unit prices shall govern. Proposal subject to unlimited price increases will not be accepted. EHN is tax exempt and no taxes should be included in your proposal. Price should be itemized.

Unless prices and all information requested are complete, proposal may be disregarded and given no consideration.

In case of default by the Proposer, EHN may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to EHN. Prices paid by EHN shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

9. TAX EXEMPTION

Pursuant to Texas law, EHN, a governmental agency, qualifies for exemption from sales, excise and use taxes. In accordance with Texas law, a taxable item sold, leased, or rented to, or stored, used, or consumed by EHN is exempt from tax.

10. MODIFICATION OF PROPOSALS

A proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by proposer guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the consideration of same. No substitutions or cancellations for merchandise will be permitted without written approval of EHN.

11. SIGNATURE OF PROPOSALS

Each proposal shall give the complete mailing address of the Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each proposal shall include the Proposer's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and proposal response sheet will disqualify the proposer from being considered by EHN. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to render the proposal and to sign the proposal sheets and contract

under the terms and conditions of this Proposal and to bind the Proposer thereto and further understands that the signing of the contract shall be of no effect until it is fully executed by both parties.

12. AWARD OF BID/PROPOSALS-EVALUTATION CRITERIA AND FACTORS

An award will be offered to the responsible proposer whose proposal is determined to be the best value and demonstrates the best ability to fulfill the requirements set forth in an RFP/IFB. The prices proposed will be considered firm and cannot be altered after the submission deadline. The proposed cost to EHN will be considered firm, unless EHN invokes its right to request a best and final offer and cannot be altered after the submission deadline.

A proposer whose proposal does not meet the mandatory requirements set forth in this RFP/IFB will be considered noncompliant.

Each proposer, by submitting a proposal, agrees that if its proposal is accepted by EHN, such proposer will furnish all items and services upon the terms and conditions in this proposal and any resultant contract.

13. PUBLIC INFORMATION ACT

The parties agree that EHN is a governmental entity for purposes of the Texas Public Information Act (TPIA), codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. **Proposer acknowledges that any and all information submitted to EHN is subject to disclosure to third parties as per the requirements of the TPIA.**

14. RESULTANT CONTRACT

Any resultant contract shall be executed by both parties before taking effect. The contract documents shall consist of the contract, any addenda or amendments thereto, the general and special provisions, the drawings, proposal package and any addenda issued, and any change orders issued during the work.

The contracts to be entered into between EHN and those whose proposals are accepted shall include, in addition to additional terms as agreed to by the parties, the following provisions.

The term "Contractor" as indicated below shall mean vendor or any other term which describes the awardee.

Governing Law and Venue

Contractor acknowledges that EHN is a governmental agency established under the laws of the State of Texas. The parties agree that this contract is governed by the laws of the State of Texas. Venue for any legal claim shall be proper in the federal or state courts in El Paso County, Texas.

Texas Tort Claims Act

Contractor acknowledges that EHN is a governmental agency and subject to the Texas Tort Claims Act, Texas Civil Practice and Remedies Code Chapter 101. Nothing in this Agreement shall be construed as a waiver of the rights or immunities available to EHN under the Texas Tort Claims Act.

General Conditions and Stipulations

- a. ***Indemnification and Worker's Compensation.*** Contractor shall defend, indemnify and hold harmless EHN, its officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the Contractor's acts or omission in the performance of the duties required under the Agreement. Contractor

acknowledges that EHN, as a governmental agency cannot indemnify third parties as per the requirements of Texas law.

- b. **Independent Contractor.** It is agreed nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto. Further, nothing in this agreement shall be construed as establishing Contractor as the agent, representative or employee of EHN for any purpose or in any manner whatsoever. Contractor represents it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, or employees shall in no way be the responsibility of EHN. Such personnel or other persons employed by Contractor shall not be entitled to any compensation, rights or benefits of any kind available to EHN employees, including, without limitation, medical and hospital care, sick and vacation leave, worker's compensation, unemployment compensation, disability, or severance pay.

Right to Terminate

EHN reserves the right to terminate this Agreement subject to thirty (30) calendar days' written notice to the Contractor. Contractor may submit a written request to terminate this Agreement only if EHN should substantially fail to perform its responsibilities as provided herein.

Additionally, EHN reserves the right to terminate this Agreement subject to thirty (30) calendar days written notice to the Contractor should it be later identified as a service which can be consolidated into a statewide/regionalized Agreement. EHN may exercise its option to cancel the remaining years of this Agreement, should it be decided that with additional institutions and/or sites, EHN would receive a better rate for the same service.

However, EHN can immediately terminate this Agreement for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the EHN's notification to the Contractor.

This Agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or EHN's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

Liability for Loss and Damages

Any damages by the Contractor to an EHN facility including equipment, furniture, materials or other EHN property, will be repaired or replaced by the Contractor to the satisfaction of EHN at no cost to EHN. EHN may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

Computer Software Management Memo

Contractor certifies that it has appropriate systems and controls in place to ensure that EHN funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

Accounting Principles

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a Contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

Liability for Nonconforming Work

All work provided by the Contractor shall conform to the latest requirement of federal, state, and local regulations. Contractor is responsible for compliance with all applicable laws, codes, rules and regulations in connection with work performed under this agreement.

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, EHN, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing EHN for any additional expenses incurred to cure such defects.

Subcontractor/Consultant Information

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify EHN in writing within ten (10) working days of any changes to the subcontractor and/or consultant information.

Temporary Nonperformance

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, EHN, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.

Extension of Term

If it is determined to be in the best interest of EHN, this Agreement may be amended to extend the term. Upon signing the amendment, the Contractor hereby agrees to provide services for the extended period at the rates specified in the original Agreement. Agreement shall not be set for auto renewal.

Prohibition on Contracts with Companies Boycotting Israel

Pursuant to Chapter 2270 of the Texas Government Code, Contractor represents and warrants that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

Merger Acquisitions

Pursuant Chapter 2270 of the Texas Government Code, Contractor represents and warrants that it does not boycott Israel during the term of this Agreement.

Medicaid Vendor List

Pursuant to requirements of the U.S. Department of Health and Human Services, Office of Inspector General, Contractor represents and warrants that none of its employees have been excluded from participating in federally funded health care programs and that they are not listed on the List of Excluded Individuals and Entities.

Monitoring Performance

EHN shall have the unfettered right to monitor and audit the Contractor's work in every respect. In this regard, the Contractor shall provide its full cooperation and ensure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Contractor shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Contractor's work and performance under this Agreement. In the event any such material is not held by the Contractor in its original form, a true copy shall be provided.

15. PROPOSER INVESTIGATION

Before submitting a proposal, each Proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the Agreement and to verify any representations made by EHN upon which the Proposer will rely. If the Proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Proposer from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Proposer for additional compensation.

16. NO COMMITMENT BY EHN

This Proposal does not commit EHN to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this proposal, or to procure or contract for services or supplies.

17. SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to the Invitation for Bid or Request for Proposals, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

18. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this proposal, a written notice of such revision will be posted on the EHN Purchasing website. EHN is not bound by any oral representations, clarifications, or changes made in the written specifications by EHN's employees, unless such clarification or change is posted on the EHN Purchasing website. It shall be the Proposer's responsibility to check the website prior to the proposal opening date to verify whether any addendums have been posted.

19. PROPOSAL IDEAS AND CONCEPTS

EHN reserves the right to adopt or use for its benefit, any concept, plan, or idea contained in any proposal.

20. BID/PROPOSAL DISCLOSURES

Results of proposals for the purchase of goods, materials, general services and construction are considered public information at the time of the proposal opening. All information contained in the proposal response is available for public review.

21. WITHDRAWAL OF PROPOSAL

Proposer may request withdrawal of a sealed proposal prior to the Submission Deadline provided the request for withdrawal is submitted to EHN in writing.

22. INDEMNIFICATION

- a. The Proposer shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, EHN, its elected and appointed officials and department heads, and its

agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney’s fees for the defense thereof in connection therewith on account of the loss of life property or injury or damage to the person which shall arise from Proposer’s operations under this contract, its use of EHN facilities and/or equipment or from any other breach on the part of the Proposer, its employees, agents or any person(s) in or about EHN’s facilities with the expressed or implied consent of EHN. Proposer shall pay any judgment with cost which may be obtained against EHN resulting from Proposer’s operations under this contract.

- b. Proposer agrees to indemnify and hold EHN harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Proposer shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Proposer fails to do so, then EHN reserves the right to pay unpaid bills of which EHN has written notice direct and withhold from Proposer’s unpaid compensations a sum of money reasonably sufficient to liquidate any and all such lawful claims.
- c. A successful proposer may be required to post a payment and/or performance bond pursuant to Texas Government Code Chapter 2253. Said bond shall be in the full amount of the contract and must be furnished within 30 days after the date a purchase order is issued or the contract is signed and prior to commencement of the actual work. A performance bond required pursuant to this section shall be noted in the attached detailed proposal specifications or scope of work.

23. PROOF OF INSURANCE

Successful proposer agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners’ of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services limits of not less than the following sums:

INSURANCE REQUIREMENTS FOR CONSTRUCTION AND OTHER SERVICES PROVIDED TO EHN

GENERAL LIABILITY:

- \$1,000,000 – Each Occurrence
- \$1,000,000 – General Aggregate
- \$1,000,000 – Personal & Advertising Injury
- \$1,000,000 – Products/Completed Operations – Aggregate
- \$5,000 – Premises Medical Expense
- \$500,000 – Fire Legal Damage Liability Emergence Health Network named as “Additional Insured” Waiver of Subrogation

AUTOMOBILE:

- \$1,000,000 – Each Occurrence
- Emergence Health Network named as “Additional Insured” Waiver of Subrogation

WORKERS COMPENSATION:

- \$1,000,000 – Employers Liability – Each Accident
- \$1,000,000 – Employers Liability – Each Employee
- \$1,000,000 – Employers Liability – Disease – Policy Limit Statutory Limits
- Waiver of Subrogation

CONSTRUCTION PROJECTS

additional requirements:

Builders Risk Policy for total amount of completed project Bid Bond
Performance & Payment Bond

PROFESSIONAL SERVICES

additional requirements:

Limit of \$1,000,000 for E&O/Professional Insurance.

CERTIFICATE OF LIABILITY INSURANCE

In the remarks section should include job description or project name and/or number.

Successful proposer shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful proposer. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to EHN.

Insurance is to be placed with insurers having a best rating of no less than A. The Proposer shall furnish EHN with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, EHN has the right to pursue other remedies permitted by law or in equity. EHN agrees to provide Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against EHN arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion. EHN agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer.

In no event shall EHN be liable for any damage to or destruction of any property belonging to the Proposer.

Emergence Health Network shall be listed as the additional insured on policy certificates and shall be notified of changes to the policy during the contractual period.

24. MENTAL HEALTH FRIENDLY WORKPLACE

The Proposer shall submit a narrative demonstrating its commitment as a mental-health friendly workplace, however this may not be a determining factor in the proposal process.

25. MANDATORY DISCLOSURE

Texas law requires the following disclosures by vendors: Conflict of Interest Disclosure Reporting (required of all vendors responding to the IFB/RFP) 20 Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity make certain disclosures. In 2015, the Texas Legislature updated the law and the Texas Ethics Commission made corresponding changes to the Conflict of Interest Questionnaire (CIQ Form "Appendix E), in which

the vendor must disclose any covered affiliation or business relationship with EHN personnel that might cause a conflict of interest with a local government entity. The EHN appointed officials and employees listed in Appendix G will award or make recommendations for the awarding of a contract. By law, a completed questionnaire must be filed with EHN. If no conflict of interest exists, write "N/A" or "None" in Box 3 of the CIQ Form. For vendor's convenience, a blank CIQ Form is enclosed with this IFB/RFP.

26. NON-COLLUSION AFFIDAVIT

The Proposer declares, by signing and submitting a response to this IFB/RFP, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited another proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, of that anyone shall refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the proposal price of the Proposer of any other proposer, or to fix any overhead, profit or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

No EHN appointed official or employee who may exercise any function or responsibilities in the review or approval of this undertaking, shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all EHN contracts for this service.

27. SOVEREIGN IMMUNITY

EHN specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

28. MERGERS, ACQUISITIONS

Proposer is required to provide EHN with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition.

29. DELAYS

EHN reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of EHN. There shall be no additional costs attributed to these delays should any occur. Proposer agrees it will make no claim for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Proposer attributed to these delays, should any occur. In addition, Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

30. ACCURACY OF DATA

Information and data provided through this Proposal are believed to be reasonably accurate.

31. SUBCONTRACTING/ASSIGNMENT

Proposer shall not assign, sell, or otherwise transfer its contact in whole or in part without prior written permission. Such consent, if granted, shall not relieve the Proposer of any of its responsibilities under this contract.

32. INDEPENDENT CONTRACTOR

Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing EHN to exercise control or direction over the manner or method by which Proposer or its subcontractors perform in providing the requirements stated in the Proposal.

33. ASSURANCES

Proposer, in responding, represents the following:

- a. Proposer has made no attempt nor will make any attempt to induce any person or firm to submit or not submit a proposal; and
- b. Proposer has arrived at the proposal independently without consultation, communication, or agreement for the purpose of restricting competition; and
- c. All cost and pricing information is reflected in the RFP response documents only; and
- d. Proposer and if applicable, its officers or employees, have no relationship now or will have no relationship during the contract period that interferes with fair competition or that is a financial or other conflict of interest, real or apparent; and
- e. If applicable, no member of the Proposer's staff or governing authority has participated in the development of specific criteria for award of this prospective contract, nor will participate in the selection of the successful Proposer to be awarded this prospective contract; and
- f. Proposer has not retained or promised to retain an entity or used or promised to use a consultant that has participated in the development of the specific criteria for award of this prospective contract or will participate in the selection of the successful Proposer awarded this prospective contract; and
- g. Proposer, if currently providing services to EHN on a contractual or employment basis, shall not obtain and use, or attempt to obtain, confidential information regarding EHN operations that provides an undue advantage in the selection process; and
- h. Proposer has not given, offered to give, nor intends to give any economic opportunity, gift, loan, gratuity, special discount, trip, favor, or service to any public servant (including, but not limited to any member of the Board of Trustees or staff) or any public employee (including, but not limited to, any employee of EHN) in connection with its submitted proposal; and
- i. Proposer accepts the terms, conditions, criteria and requirements set forth in the above procurement package; and
- j. Proposer accepts EHN sole right to award any proposal (including negotiating with or issuing a contract to more than one Proposer when doing so would be in the best interests of EHN) or reject any or all proposals submitted at any time; and

- k. Proposer accepts EHN sole right to cancel the proposal at any time EHN so desires; and
- l. Proposer is not entitled to and will make no claim for payment to cover costs incurred in the preparation of the submission of its proposal or any other associated costs, even in situations where EHN cancels the proposal or rejects all proposals submitted in response to the proposal; and
- m. Proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federally funded health care programs or otherwise listed on the List of Excluded Individuals and Entities maintained by the U.S. Department of Health and Human Services, Office of Inspector General; and
- n. Proposer, if it is a corporation, is either not delinquent in its franchise tax payments to the State of Texas or is not otherwise subject to payment of franchise taxes to the State of Texas; and
- o. Proposer owes no funds to the State of Texas for unresolved audit exceptions. An unresolved audit exception is an exception for which the Proposer has exhausted all administrative and/or judicial remedies and has failed to comply with any resulting demand for payment; and
- p. Proposer agrees that information about individuals served by the EHN will be kept confidential; and
- q. Proposer shall comply with the requirements of the Immigration Reform and Control Act of 1986 and Immigration Act of 1990 regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, described in this proposal who will perform any labor or services; and
- r. Proposer shall comply with all federal statutes relating to nondiscrimination including but not limited to Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, gender, pregnancy, religion, and national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C. §504 of the Rehabilitation Act of 1973 (Public Law 93-112)], which prohibits discrimination on the basis of disabilities; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990; Chapter 21 of the Texas Labor Code, which is informally referred to as the Texas Commission on Human Rights Act; and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age); and
- s. Proposer warrants that, to the extent it has exposure, access or control of patient information, it will protect the privacy and provide for the security of Protected Health Information ("PHI") that is in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law I 04-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable federal and state laws, including, but not limited to the requirements of Texas Health and Human Services as stated within their Data Use Agreement.
- t. Proposer shall comply with the requirements of Chapter 81 of the Texas Civil Practice and Remedies Code; and

- u. As provided by the Texas Family Code, §231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. Proposer certifies that it is not ineligible to receive any payments under any contract resulting from its proposal and acknowledges that any contract that is executed as a result of its proposal may be terminated and payment may be withheld if this certification is inaccurate; and
- v. Proposer agrees to provide EHN with any information necessary to validate any statements made in its proposal, as requested by EHN. Such requests may include, but not necessarily be limited to, allowing access for on-site observation, granting permission for EHN to verify information with third parties, and allowing inspection of Proposer's records. Proposer understands that failure to substantiate any statements made in Proposer's proposal shall result in disqualification of the proposal.

NOTICE: EHN will not be liable for any fees or charges not specifically detailed in your proposal.

EHN is an equal opportunity employer.

II. Procurement Protocols & RFP Response Package Instructions

Response Timeline

NOTICE TO INTERESTED PARTIES

Submissions must be received via email at rfp@ehnel Paso.org **before 3:00 p.m. Mountain Time, April 3, 2018 (“Submission Deadline”)**. Email attachments shall not exceed 150 MB per email.

Subject line of the email must state:

RFP #18-003 Banking Services

Response & Communication Protocols

Do not contact the requesting department or any individual who may recommend or grant an award. Any questions or additional information required by interested vendors must be emailed to: bidquestions@ehnel Paso.org before **March 13, 2018 at 12:00 p.m. Mountain Time (“Question Deadline”). Solicitation number and title must be on the “Subject Line” of the email. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant.**

Any changes in specifications will be posted on the EHN website as an addendum. It shall be the proposer’s responsibility to check the website prior to the due date/opening to verify whether any addendums have been posted. Website: www.emergencehealthnetwork.org; Procurement.

In order to remain active on the Emergence Health Network Vendor list, each vendor receiving this proposal must respond in some form. Vendors submitting proposals must meet or exceed all requirements herein. Vendors not responding to the request must submit their reason in writing to the Emergence Health Network.

Responses must follow the prescribed format detailed in this section in order to be accepted.

Response Package Components

Proposals should be prepared as simply and economically as possible while providing straight-forward and concise delineation of the Proposer's capabilities to satisfy the requirements of the RFP. Technical literature about the proposer's experience and qualifications may be included. However, emphasis should be on completeness and clarity of content. In order to expedite the evaluations, it is essential that specifications and instructions contained in this document be followed as closely as possible.

MINIMUM BANKING QUALIFICATIONS

The following is a list of EHN minimum requirements in order for a bank to be considered:

- A banking corporation must be authorized to do business in the state of Texas.
- Geographic proximity to EHN.
- A banking corporation must comply with federal, state, and local laws.
- A banking corporation must have ability to provide collateral on all deposits.
- A banking corporation must submit Community Reinvestment Act (CRA) rating.

Organizations and Format

Proposers need to organize their proposals as defined below to ensure consistency and to facilitate the evaluation of all responses. All the sections listed below must be included in the proposal, in the order presented, with the Section Number listed.

- I. EHN Signature Page (Appendix A)
- II. Transmittal Letter and all other Required Forms.
- III. Required Background Information
- IV. Summary of Proposal
- V. Customer References
- VI. Additional Required Forms

Responses to this RFP must include the following components:

i. Transmittal Letter

In Section II of the proposal, the Proposer must submit a transmittal letter that accomplishes the following:

- a. Identifies the Proposer.
- b. A commitment by the company to provide the services required by EHN.
- c. States the proposal is firm and effective until the effective date of the plan.
- d. Is signed by a person legally authorized to bind the Proposer to the representations in the response. In the case of a joint proposal, each Proposer must sign the transmittal letter.
- e. Include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If a Proposer takes exception to any of the proposed benefits, terms and conditions stated in this RFP, those exceptions must be noted in the appropriate section of the response.

ii. Required Background Information

The following lists information that the bank must submit with proposal forms:

- Identify key measures of the bank's financial strength, (e.g. capital ratios, credit ratings, asset quality, earnings, liquidity, sensitivity to market risk, deposits, and loans).
- Confirmation that the bank will communicate to EHN any changes in its credit rating or bank rating during the contract period.
- A copy of the annual financial report for the past two (2) years. The bank will be required to submit its annual financial report for each year of the contract.
- Proof of current standing as an eligible public depository.
- Community Reinvestment Act (CRA) rating and rating authority. Include information on the bank's CRA activity within the government's jurisdiction.
- Bank locations (main office and branches in and near EHN).
- Funds availability schedule and policy (if it differs from schedule).
- A copy of the bank's proposed custodial agreement for the collateral pledged to secure the government's account, if applicable. Requirement for execution of the agreement under FIRREA requirements.
- Confirmation that the bank will adhere to government's collateral policy.
- Bank's disaster recovery plan (back-up sites and system back-up process).
- Description of the bank's dispute resolution and customer service/feedback process.
- Incentives offered by the bank for transition or retention.
- Designated account representative. (Representative should have sufficient decision-making authority within the bank in order to resolve issues. In addition, the representative should have a strong understanding of the government's operations).
- Back-up staff person.
- Information on key management and staff members that would be assigned to the account.
- Fee attachment listing pricing for required and optional services. Complete the cost proposal form (Appendix G) by providing the per item unit costs, any monthly, annual and setup fees for the listed services. If there is no charge for the particular service, please enter "No Cost." If there are unit charges, monthly charges, annual charges or setup fees for services not listed, please add to the cost proposal form.
- Historical rate attachment that gives the average of interest bearing options for the prior 12 months (interest bearing accounts, money market accounts, ECR, and sweep rates)
- Transition plan approach and timeline defining implementation periods and defined responsibilities.
- A summary of what differentiates your products/services from other providers.
- A summary of new services or features the bank plan to offer, and within what time frame.

- Any additional information, which you believe to be relevant to this RFP, and your capabilities to provide the services requested.
- Information regarding the proposing entity's community involvement within EHN.

iii. Summary of Proposal

Section III of the proposal must include an accurate summary of qualifications and,

- a. Detail your company's overall qualification and abilities to handle the specific items addressed in the responsibility section of this RFP.
- b. Along with narrative detailing the qualifications of your company, please list the qualifications, physical location, and background of the personnel who will be directly involved with this account.
- c. Provide a list of all of your current group health governmental clients along with contact, number of employees, and years of service.
- d. Proposer must disclose if it is involved in any current or pending litigation. Disclosure will NOT be grounds for automatic disqualification of Offeror; however, failure to disclose will be grounds for termination and seeking of remedies allowed by law or equity.

iv. Customer References

Provide a minimum of three (3) customer references from individuals for projects similar to the goods or services sought under this RFP.

EHN will not review more than the number of required references indicated above.

While EHN will base its reference check on the contact information provided, EHN reserves the right to look for and confirm additional client references, and may consider clarification responses in the evaluation of references. EHN is under no obligation to clarify any reference information.

v. Term

The agreement for services shall be for the term of five (5) years, commencing from the date the agreement is approved by the Emergence Health Network Board of Trustees, subject to certain conditions, with the ability to extend the agreement for up to three (3) additional years at EHN's sole discretion.

vi. Additional Required Forms

The Appendices A through G in this RFP include: (Please utilize the attached forms to identify the following)

- Appendix A: EHN Signature Page
- Appendix B: Deviation Form
- Appendix C: HUB Subcontracting Plan
- Appendix D: Conflict of Interest Questionnaire
- Appendix E: Certification Regarding Lobbying
- Appendix F: EHN appointed officials and employees
- Appendix G: Cost Proposal Form
- Appendix H: Supplemental Service Proposal Form

vii. Review Process and Evaluation Criteria

This RFP is not intended to favor any vendor. It is solely designed to provide the best value to EHN in meeting organizational needs. After initial evaluation of RFP responses, a short list of competitive Proposers will be determined and further discussions/interviews, as deemed necessary by EHN, with the Proposers in this competitive range. After discussions/interviews with Proposers in the final competitive range, EHN will negotiate final pricing and schedules for the services and will make a recommendation to the Chief Financial Officer (CFO), who will, in turn present the recommendation to the CEO and the Emergence Health Network Board of Trustees.

- **Financial strength- Category Weight 35%**
- **Ability to meet EHN’s current and projected services requirements over the term of the banking agreement - Category Weight 30%**
 - Any past experiences with the bank will be taken into consideration
 - Experience and governmental knowledge of bank team
 - Best availability schedule for deposit items
 - Capacity to provide a wide range of electronic banking services
- **Cost Proposal- Category Weight 25%**
 - Per identified activity
 - Aggregate banking services cost
 - Corresponding compensating balances (if applicable)
 - Best rate of interest paid historically on accounts
 - Best earnings credit rate (ECR)
- **Quality of references-Category Weight 5%**
- **Completeness of response to all required items on the standard forms provided- Category Weight 5%**

BEST AND FINAL OFFER (BAFO)

EHN reserves the right to return to the Offeror(s) remaining in the competitive range to request a BAFO proposal based on one or more components of the initial proposal. The BAFO request may warrant additional discussion. These criteria will be explained at the time best and final Proposals are requested. Although discussions and BAFOs may take place, Offerors are encouraged to provide their best offer/proposal initially and not anticipate discussions to make their best offer/proposal.

Appendix A: EHN Signature Page

<p>Description – Banking Services RFP #18-003</p> <p>Vendor must meet specifications</p>
<p>Please do not include tax, as EHN is tax-exempt. We will sign tax exemption certificates covering these items. Please submit the proposal to rfp@ehnel Paso.org in a PDF format. Email attachments shall not exceed 150 MB per email.</p>

I or we agree to furnish the following described equipment, supplies, or services for the prices shown in accordance with specifications listed below or attached. By execution of this proposal, I hereby represent and warrant to Emergence Health Network that I have read and understood the Proposal Documents and the Contract Documents and this proposal is made in accordance with the Proposal Documents.

Company	Mailing Address
Federal Tax Identification No.	City, State, Zip Code
DUNS Number	
Representative Name & Title	Telephone Number include area code
Signature	Fax Number include area code
Date	Email Address

*****THIS MUST BE THE FIRST PAGE ON ALL PROPOSALS*****

Appendix B: Deviation Form

All deviations to this Solicitation (Proposal and Sample Contract) must be noted on this sheet.

In the absence of any entry on this Deviation Form, the prospective vendor assures EHN of their full agreement and compliance with the Specifications, General Provisions.

Each response to this Solicitation shall contain a Deviation Form, which states the prospective vendor's commitment to the provisions of this Solicitation. An individual authorized to execute contracts must sign the Deviation Form. Any exceptions taken to the terms and conditions identified in this Solicitation Package including the Sample Contract must be expressly stated in the Deviation Form. **(Appendix B)**

THIS DEVIATION FORM MUST BE SIGNED BY EACH PROSPECTIVE VENDOR WHETHER THERE ARE DEVIATIONS LISTED OR NOT, AND SUBMITTED WITH THIS SOLICITATION

SPEC#/Section#/Page #	DEVIATION(S)

Independent Contractor/Firm

Authorized Signature

Date

Appendix C: HUB Subcontracting Plan

HISTORICALLY UNDERUTILIZED BUSINESS

(HUB-LOI IS USED BY POTENTIAL VENDOR/VENDOR TO IDENTIFY SUB-VENDORS SELECTED FOR WORK ON THE CONTRACT)

Vendor _____ Vendor Identification Number: _____

Address: _____

Phone: ____-____-____ Bid/Proposal Number: _____ Contract Amount: _____

Description of commodities/specifications: _____

Duration of Contract: _____

Name of Subcontractor/Supplier: _____

Address: _____

Phone: ____-____-____ Is the subcontractor a certified HUB? ____ Yes ____ No

If yes, enter the GSC Certificate (VID) number: _____

Dollar amount of contract with subcontractor /supplier: \$ _____

Percentage amount of contract with subcontractor /supplier: % _____

Description of materials/services performed under agreement with the subcontractor for amount indicated above:

PLEASE SUBMIT A SEPARATE FORM FOR EACH SUBVENDOR/SUPPLIER

Appendix D: Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1 Name of person who has a business relationship with local governmental entity.</p>	<p>Date Received</p> <p>RFP# 18-003</p>
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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 the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="padding-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="padding-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="padding-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p>_____ Signature of person doing business with the governmental entity</p>	<p>_____ Date</p>

Appendix E: Certification Regarding Lobbying

PART A. PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, “New Restrictions on Lobbying”, published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

PART B. CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction?

- Yes
 No

Name of Provider	Vendor ID No. or Social Security No.	Program No.
Name of Authorized Representative		Title

 Signature – Authorized Representative

 Date

Appendix F: EHN Appointed Officers and Employees

RE: RFP #18-003 Banking Services

Dear Vendor:

All vendors and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government entity are required to complete and submit a Conflicts of Interest Questionnaire (CIQ).

In filing out the CIQ Form, the following are EHN appointed officials and employees which will award or recommend the awarding of a contract:

EHN Appointed Officials:

- Robert Jacob Cintron, Chair
- David Stout, Vice-Chair
- David Driscoll, Secretary
- Rick Myer, Ph.D., Trustee
- Kathleen Peyton, Trustee
- Peter M. Thompson, M.D., Trustee
- Joyce Wilson, Trustee

EHN Employees:

- Kristen Daugherty, Chief Executive Officer
- Ashley Sandoval, Associate Chief Executive Officer
- Roxie Samaniego, Chief Financial Officer
- Diana Billingsley, Purchasing Manager
- Monica Estrada, Comptroller
- Aide Polanco, AP and Payroll Manager
- Benjamin Rodriguez, Director of Budget
- Rene Navarro, Chief of Compliance

Appendix G: Cost Proposal Form

INSTRUCTIONS:

1. All lines on the form must be completed.
2. If the proposing institution cannot provide the service listed below, then the term **“No Proposal”** should be entered on the line representing that service.
3. If the proposed banking institution will not charge for a service, then the term **“No Cost”** should be entered on the line representing that service.
4. If there is no per-item cost for a particular service but an annual fee is charged, enter the amount in the **“Annual Cost”** column.
5. The proposal must be signed and dated by an official authorized to bind the banking institution in legal matters.

DIRECT FEE PROPOSED						
Service	Standard Units/month	Unit Price	Monthly fee	Annual Cost	Setup Charges	Total
Debit Items/ Checks						\$
Credit Items/ Deposits						\$
Cash Deposits						\$
Returned Items						\$
Returned Items-Redeposit						\$
Stop Payments						\$
Deposit Slips						\$
Deposit Bags						\$
Wire Incoming and Outgoing						\$
Direct Deposit Items						\$
ACH Debit						\$
ACH Credit						\$
Internet Account Access						\$
Check Imaging with Archival CD						\$
Safe Deposit Box						\$
Other Charges						\$
Electronic Payments to Vendors						\$
Rep-Payee Services						\$

Appendix H: Supplemental Service Proposal Form

INSTRUCTIONS

1. The proposing banking institution shall give a brief description of the supplemental banking services, along with proposed costs. Supplemental services are those not included in cost Exhibit A.
2. If no proposal is being made on a supplemental banking service, the term "No Proposal" should be entered for that particular service.
3. If the proposing banking institution will not charge for a supplemental service, then the term "No Cost" should be entered for that particular service.
4. The proposal must be signed and dated by an official authorized to bind the banking institution in legal matters.
5. A fee schedule should be provided if cost varies by type of transaction.

SUPPLEMENTAL SERVICE

Credit Card Service: _____

Master Card/Annual Fee: _____

VISA/Annual Fee: _____

Authorization Fee: _____

Transaction Fee: _____

Remote Deposit Service: _____

Setup Fee: _____

Equipment Rental/Purchase Fee: _____

Transaction Fee: _____

Purchasing Cards: _____

Setup Fee: _____

Transaction Fee: _____

Authorization Fee: _____

Other Innovations/Enhancements: _____

Description: _____

Cost: _____