CISCO COLLEGE
101 COLLEGE HEIGHTS
CISCO, TEXAS 76437

REQUEST FOR PROPOSALS

 # RFP#23-03 BANK DEPOSITORY
To serve as Depository for the Purpose of
Assisting with the Banking Functions for All or Certain Funds
of Cisco College

INTRODUCTION

Pursuant to existing provisions of Texas Education Code, Section 45, Subchapter G, School District Depositories, it is the intention of the Board of Regents of Cisco College to select a Depository to assist with the banking functions for all funds of Cisco College or only certain funds, to be designated by Cisco College, for a two-year period commencing not later than **September 1, 2023 and ending August 31, 2025,** or until such time as a successor Depository is named. Cisco College and the selected Depository may agree to extend the contract for two additional two-year terms ending August 31, 2027, and August 31, 2029, respectively, if awarded contract remains the same.

CONTACT INFORMATION

Cisco College is always conscious and extremely appreciative of your time and effort in preparing this proposal. All questions/requests for information should be directOFFICE 325-4433 FAX: (254) 442-5100

E-mail: beverly.massey@cisco.edu

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PROPOSED SCHEDULE OF RFP PROCESS

The schedule below is to the best of the known events and hereby considered preliminary. *This schedule may be modified or changed at the sole discretion of CC.*	
1st Advertisement	05/4/2023
2nd Advertisement	05/11/2023
Vendor Proposal Questions Due	05/16/2023
Response to Questions & Formal Addendum	05/24/2023
Proposal Due Date and Bid Opening	05/30/2023
June Board Meeting for Approval to Proceed	06/12/2023
Contract Start Date	09/01/2023

NOTE: CC reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP.

1.0 GENERAL INSTRUCTIONS

1.1 Definitions:
"Offeror" refers to submitter.
"Depository" refers to successful offeror.
"District" refers to Cisco College

1.2 Proposal Submission: Sealed proposals are to be submitted using the attached proposal forms **by May 30,2023**. Sealed proposals should be mailed to:

Audra Taylor, Vice President of Business Services / CFO
Cisco College
101 College Heights
Cisco, TX 76437

PLEASE NOTE: WE ARE RURAL WITH LIMITED OVERNIGHT DELIVERY SERVICES. PLEASE CHECK WITH YOUR FREIGHT OR POSTAGE CARRIER

Or delivered by you or your representative to:

Audra Taylor, Vice President of Business Services / CFO
Cisco College
Harrell Fine Arts Building
Cisco, TX 76437

On or before **2:00 p.m. CST, May 30, 2023.** All proposals from interested financial institutions must be sealed and clearly marked on the outside: **"RFP: Proposal to Serve as Depository for Cisco College Funds. Attention: Audra Taylor."** At 2:30 p.m. CST, the proposals will be publicly opened, read and recorded in the Board Room of the Regent's House. Time/date stamp by the Purchasing Department shall be the official time of receipt. Proposals received in the Purchasing Department after the submission deadline shall be returned unopened and will be considered void and unacceptable.

1.3 No formal action or decision will be made at the time of the opening of the proposals. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing offerors and kept secret during negotiation. The administration and business services staff will carefully review and evaluate each proposal in its entirety before a recommendation is submitted to the Board of Regents.

1.4 Cisco College reserves the right to accept or reject any or all proposals, and to award based on the best overall value submitted to Cisco College with consideration given to price and capability to perform in accordance with the standard business practices and requirements of the RFP.

1.5 Proposals must be submitted in letter format with any necessary attachments to cover criteria listed in this RFP. It is requested that offeror provide one (1) original and one (1) copy of all documents in a sealed envelope and manually signed in ink by a person having

2.3 This contract will be governed by the laws of the State of Texas. Should any portion of this contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect.

2.4 The legal provisions providing for the naming of a Depository of Cisco College and the subsequent signing and approval of the depository contract are set forth in Subchapter A, Higher Education, Section 51.03, of the Texas Education Code. Investments by Cisco College will be governed by the Government Code, Chapter 2256, Public Funds Investment Act, as amended. Securities pledged as collateral to secure District deposits will be governed by the Government Code, Chapter 2257, Collateral for Public Funds.

2.5 Legislative Changes: Changes in the law that may be enacted by the State Legislature could alter the scope of requirements as stated in this document. Your proposal and any resulting contract should conform to all statutes in effect at the time of RFP opening.

2.6 It is understood that if the successful Offeror is not the present depository, the present depository will continue to serve as depository until Cisco College has had sufficient time to commission the printing of new checks and made orderly transfer of funds to the new designated depository or depositories.

3.0 SCOPE OF SERVICES

3.1 Term: The contract term shall commence no later than September 1, 2023, and ending August 31, 2025, or until such time as a successor Depository is named. Cisco College shall have the right at its discretion to extend the contract term for two additional two-year terms ending August 31, 2027, and August 31, 2029, respectively.

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3.4 Direct Investment Alternatives: Cisco College desires a Depository Agreement which provides full legal flexibility in investment activities. Since state law permits Cisco College to invest in direct debt securities of the U.S. Government or its agencies or instrumentalities guaranteed by the full faith and credit of the U.S. Government, Cisco College shall have the right, at its sole discretion, and based on maturities and liquidity needs of Cisco College, to select direct investment in government obligations. Certificates of Deposit (CD's) purchased for Cisco College shall be non-negotiable and shall be registered in the name of Cisco College. Certificates of Deposit must be fully insured by the F.D.I.C. or collateralized by fully guaranteed Federal obligations that are pledged to Cisco College and that have a market value equal to or greater than the CD for the life of the CD.

3.5 Account Analysis: A monthly account analysis shall be furnished for each account at the month end cut off. This analysis shall list all services, charges per unit and activity volume. A combined analysis shall also be furnished totaling all District accounts.

3.6 Account Reconciliation: Cisco College desires full account reconciliation processing. The Depository shall furnish Cisco College access to retrieve a data file using FTP protocol of all paid items for the Depository Accounts monthly, which is in agreement with the items contained on the monthly statement for purposes of account reconciliation by Cisco College.

3.7 ACH Transactions: Cisco College has ACH debit and credit transactions for state and federal government activities. There are 4 monthly ACH batches for payroll direct deposit. Savings and Loan or Credit Union accounts. Cisco College may desire in the near future to make vendor payments through a secure on-line ACH initiation process.

3.8 Stop Payments: Cisco College shall require the Depository to issue stop payments upon telephone or on-line notification from authorized District staff. The method of stop

business each day. Please list the Offeror's overdraft policy and related fees on the Proposal Form.

3.11 Deposit Availability: Cisco College desires to receive

d. the bond is conditioned on:
(1) the faithful performance

and all of the approved securities pledged pursuant to this contract with other approved securities, provided that all of the other conditions of this proposal are adhered to by the Depository, and such pledge shall be in addition to all other remedies available in law to Cisco College;

e. upon any closing or failure of Depository or any event deemed by a state or federal regulatory agency to constitute a closing or failure of depository, title to all securities pledged pursuant to this depository contract shall be deemed to be vested in, and be held by Cisco College, and Cisco College is hereby be athit.8 6T0 0 6 6

3.20 Account Relationship: The Offeror shall provide a specified account officer to interface with Cisco College for the term of the Depository contract.

3.21 Periodic Review: Cisco College requests on an “as needed” semi-annual/annual meeting to evaluate the working relationship between Cisco College and the Depository Bank. The objective shall be to address any problems and to seek solutions, as well as keeping abreast of changes, investment alternatives, new services, or new required attachments should be noted as such and attached after the required forms. Proposals may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind. Cisco College reserves the right to accept or reject any or all proposals and to waive any technicalities.

4.0 REQUIRED SUBMISSIONS - Cisco College

General Instructions - Scope of Services-Cisco College

The Offeror must submit the forms and exhibits listed below. All proposals must be submitted using the exact format provided for by this document to ensure uniformity of wording for all proposals.

Any additional schedules or attachments should be noted as such and attached after the required forms. Proposals may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind. Cisco College reserves the right to accept or reject any or all proposals and to waive any technicalities.

Required Forms and Exhibits - Scope of Services-Cisco College:

FORM 4.1 PROPOSAL FORM (Pages 1-7)
FORM 4.2 ACCOUNT RELATIONSHIPS
FORM 4.3 TEXAS LOCAL GOVERNMENT REFERENCES
FORM 4.4 FINANCIAL AND PERFORMANCE REPORTS (Attach R
FORM 4.5
FORM 4.6
FORM 4.7

Date:

Board of Regents
Cisco College
101 College Heights
Cisco, Texas 76437

Board Members:

The undersigned, a state or national banking

A. -

3.11 Deposit Availablity:

3.16 Collateral Pledging Requirements:	
Please state the type and maximum dollar amount of collateral your institution will provide for Cisco College's deposits.	
Will Cisco College pay a fee for FDIC insurance?	
Is collateral based on ledger or collected balances?	
Where will the collateral be held for safekeeping?	
How will the Depository monitor Cisco College's balances to ensure adequate collateralization?	
Comments:	
3.17 Wire Transfers:	
Can Cisco College initiate wire transfers through a secure web-based computer system?	
Is a secondary authorization security feature available?	
What procedures are in place in case of computer system failure?	
How can Cisco College verify incoming and outgoing wire transfers?	
Comments:	
3.18 Internal Transfers:	
Can Cisco College process internal transfers through a secure web-based computer system?	
Is a secondary authorization security feature available?	
What procedures are in place in case of computer system failure?	
Comments:	
3.19 Research Requests	
What is the expected length of time for a research request response?	

3.21 Periodic Review: As stated	
Comments:	

	ACTIVITY SERVICE CHARGES	
	Can be Included in Compensating Balances (Yes/No)	ESTIMATED MONTHLY CHARGE
Account		

4.2 ACCOUNT RELATIONSHIPS - Cisco College

A. Please provide the name and position of the individual to be specified as the Account Relationship Officer. Include the number of years this individual has been employed by the bank and the number of years in his/her current position. Also include information concerning this individual's training and experience with similar accounts.

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4.3 TEXAS LOCAL GOVERNMENT REFERENCES - Cisco College

Provide three (3) references (preferably Texas local governments) where similar scope of work as specified in this RFP was provided by your Bank.

NAME OF ORGANIZATION:	
Address:	
City, State, Zip:	
Contact:	
Phone:	
Current Customer (Yes/No):	

4.4 FINANCIAL AND PERFORMANCE REPORTS - Cisco College

Attach Reports

A. Bank's last three (3) quarterly Uniform Bank Performance Reports.

B. Bank's last three (3) Call Reports

C. Bank's audited Annual Financial Reports for the past 2 years.

4.5 FELONY CONVICTION NOTIFICATION - Cisco College

Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states “A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

This Notice is not required of a Publicly-Held Corporation.

Please complete the information below:

4.6 CONFLICT OF INTEREST - Cisco College

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

OFFICE USE ONLY

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CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/