

CISCO COLLEGE
101 COLLEGE HEIGHTS
CISCO, TEXAS 76437

REQUEST FOR PROPOSALS

RFP-052017

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 Trustees 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, 2017 and ending August 31, 2019**, 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, 2021, and August 31, 2023, 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 requests for information should be directed in writing to:

Beverly Massey, Director of Purchasing
Cisco College
101 College Heights
Cisco, Texas 76437
FAX: (254) 442-5100
E-mail: bmassey@cisco.edu

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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. Sealed proposals should be mailed to:

Beverly Massey, Director of Purchasing
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:

Cisco College Purchasing Department
Regents House
Cisco, Texas 76437

On or before **2:00 p.m. CDT, June 27, 2017**. 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: Ms. Beverly Massey."** At 2:30 p.m. CDT, the proposals will be publicly opened, read and recorded in the Board Room of the Regent' 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 Trustees.

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 two (2) copies of all documents in a sealed envelope and manually signed in ink by a person having the authority to bind the bank in a contract.

1.6 Questions and Clarifications: Any interpretations, corrections and/or changes to this Request For Proposal and Specifications or extensions to the opening/receipt date will be made by addenda to the RFP by Cisco College's Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) business days prior to the receipt of proposals. Sole authority to authorize addenda shall be vested in Cisco

College's Purchasing Director. Addenda will be forwarded to all that are known to have received a copy of the Request For Proposal/Specifications. However, it shall be the sole responsibility of the offeror to verify issuance/ non-issuance of addenda and to check all avenues of document availability prior to opening date and time to insure offeror's receipt of any addenda issued. Offerors shall acknowledge receipt of all addenda in writing with their proposal. RFP and all Addenda will be posted on the home web site:www.cisco.edu.
Purchasing and Payment Services

- 1.7 A written response will be prepared and distributed to all Banks participating in this Request for Proposals. Cisco College reserves the right to request additional information or to meet with representatives from proposing institutions to discuss points in the proposal after submission, any and all of which may be used in forming a recommendation.
- 1.8 RFP and Resulting Contract: The final appointment of the Depository Bank shall be made by means of a contract awarded by the Board of Trustees. The successful offeror may be required to enter into a contract that incorporates all of the requirements of this RFP. Any services not listed but later requested by Cisco College will be charged at a mutually agreed upon fee. Fees proposed are fixed for the duration of the contract period.
- 1.9 Evaluation Process: All proposals will be evaluated by the Dean of Business Services, the Chief Accountant and the Director of Purchasing & Payment Services and a written recommendation will be made to the Board of Trustees as soon as practicable after the opening of the proposals. The Board of Trustees will designate the Depository at its meeting on or about July 10, 2017. This time line will be followed unless unforeseen circumstances create the need for delay. Each offeror will be notified if such delay becomes necessary. Each offeror will be notified of the decision made by the Board of Trustees on the selection of the awarded proposal by the end of the following business day.
- 1.10 Criteria: The criteria that will be used to make the selection include the following, not necessarily listed in priority order:
 - 40% Ability to perform and provide the required and requested services listed in RFP;
 - 20% Cost of banking services, net of earnings credit on available account balances;
 - 20% Rates offered on interest bearing accounts, time deposits, and investments;
 - 20% Financial strength and stability;

2.0 TERMS OF CONTRACT

- 2.1 Negotiations: Cisco College may negotiate a contract with the selected offeror. Any and all verbal communications and/or commitments made during the negotiation process that are deemed agreeable to both Cisco College and selected offeror shall be submitted in written form and made part of any resulting contract. Although Cisco College desires to negotiate toward a contract with the selected offeror, Cisco College may award the contract on the basis of initial proposals received, without discussions. Therefore, each initial proposal should contain the offeror's best terms.
- 2.2 This proposal, submitted documents, and any negotiations, when properly accepted by Cisco College, shall constitute a contract equally binding between the offeror and Cisco College.

- 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 – Cisco College**

- 3.1 Term: The contract term shall commence no later than September 1, 2017, and ending August 31, 2019, 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, 2021, and August 31, 2023, respectively.
- 3.2 Location: Depository must have a branch located in Cisco, Texas.
- 3.3 Account Structure: Cisco College requires the following bank accounts. Cisco College reserves the right to open or close any number or type of accounts as it deems necessary through the term of the agreement. Below is our account listing by name.

- 001. Payroll Account
- 002. Local Account
- 003. Workers Compensation Fund
- 004. Appropriations Account
- 005. Bond Account
- 006. I and S Fund Account
- 007. Student Refunds Account
- 008. Grants & Aids Account
- 009. Federal Aid Account
- 010. Endowment Account
- 011. Construction Account
- 012. Student Activity Account
- 013. Plant O&M Account
- 014. President Reserve Account
- 015. Oil Income Account
- 016. Transfer Account

- 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 (CDs) 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. HB???
- 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 payment is at Cisco College's discretion. The Depository shall recognize any stop payment made by Cisco College for 120 days beyond the length of the Depository agreement. The Depository shall provide Cisco College with hard copy confirmation of each stop payment.
- 3.9** Daily Balance Reporting: Secured Web-based Access Daily Balance Reporting – Cisco College will require a daily detailed report of ledger, collected, currently available balances on all accounts; a detail of deposits and checking activity; and the ability to search for previously posted deposits and checks using date, document number, or transaction amount.
- 3.10** Overdrafts: Cisco College will attempt to avoid overdrafts. Overdraft as used in this paragraph shall mean that Cisco College does not have a compensating balance in other District demand funds or accounts in Offeror's bank equaling or exceeding the amount of the overdraft in a District fund or account. The amount of an overdraft shall be determined by adding all Cisco College's funds or accounts in the Offeror's bank at the close of

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 same day credit for all funds deposited. Please state your cut-off time for same day credit in your proposal. Cisco College expects to receive the best availability on deposits as well as any future availability schedule in your proposal.
- 3.12** Deposit Slips: A copy of the deposit slips should be returned to Cisco College in the monthly statement and be included on the monthly CD of checks and deposits. Same day telephone notification is required for deposit discrepancies. Cisco College will designate a contact person to handle deposit discrepancies.
- 3.13** Monthly Statements: For each account, the Depository Bank will furnish a monthly statement which contains all deposit and payment items. Cisco College requires bank statements within a MAXIMUM of three (3) banking days after month end. "Month end" is defined as the last working day of the applicable calendar month. A full and separate itemized record of fund transactions by each different account is required. Statements should include either images or hard copies of all debit and credit adjustment slips.
- 3.14** Returned Items: All checks deposited by Cisco College that do not clear on first presentation shall be returned to the Grants & Aids within two (2) business days.
- 3.15** Safekeeping and Securities Clearance: Cisco College reserves the right to invest any and all of its funds as permitted by Chapter 2256, Government Code (Public Funds Investment Act).
 - a.** Cisco College requires a safekeeping and securities clearance service for the purchase and sale of securities. All trades are delivery vs. payment. All trades executed through this service flow into or out of Cisco College Account specified in delivery instructions.
 - b.** A safekeeping confirmation for each District security transaction shall be issued and mailed to Cisco College within two (2) business days of settlement.
 - c.** A monthly report listing all District securities held in safekeeping shall be mailed to Cisco College within five (5) business days of the end of each month. Such statement shall also list the market value of each security at the end of each quarter of Cisco College's fiscal calendar (September 1 – August 31).
- 3.16.1** Collateral Pledging Requirements – Surety Bond: If the Depository elects to file with Cisco College a corporate surety bond in an initial amount equal to the estimated highest daily balance of District funds determined by the Board of Trustees of Cisco College to be on deposit with Depository during the term of this Depository Contract, then a fully executed copy of such corporate surety bond in the amount sufficient to adequately protect the funds of Cisco College on deposit with Depository from day to day during the term of this proposal will be required, provided further, that:
 - a.** the initial amount of the corporate surety bond may rise or fall from day to day so long as all deposits of Cisco College are fully and wholly protected;
 - B.** the bond is made payable to Cisco College and is signed by the depository bank and the surety company authorized to do business in the State of Texas;
 - C.** the bond and the surety on the bond are approved by the Board of Trustees of Cisco College; and

- d. the bond is conditioned on:
 - (1) the faithful performance of all duties and obligations devolving by law on the depository;
 - (2) the payment on presentation of all checks or drafts on order of the Board of Trustees of the District, in accordance with its orders entered by the Board of Trustees according to law;
 - (3) the payment on demand of any demand deposit in the depository;
 - (4) the payment, after the expiration of the period of notice required, of any time deposit in the depository;
 - (5) the faithful keeping of District funds by the depository and the accounting for the funds according to law; and
 - (6) the faithful paying over to the successor Depository all balances remaining in the accounts.

3.16.2 Collateral Pledging Requirements – Pledged Securities: If the Depository does not elect to furnish the corporate surety bond, then the Depository shall have the option of either depositing or pledging with Cisco College, or with a trustee designated by Cisco College, approved securities as defined in section 45.201 of the Education Code, in an amount at market value sufficient to adequately protect the funds of Cisco College on deposit with Depository from day to day during the term of this proposal, provided that:

- a. the approved securities shall be of the kind defined in the Texas Education Code and the amount pledged shall be in a total market value sufficient to adequately protect the funds of Cisco College as directed at any time by the Board of Trustees of Cisco College in accordance with standards acceptable to the Texas Education Agency;
- b. the pledge of approved securities shall be waived only to the extent of the exact dollar amount of Federal Deposit Insurance Corporation insurance protection for the funds of Cisco College on deposit with the Depository from day to day, and in the event of any termination of such insurance protection this proposal shall immediately become void except as provided in d. herein after;
- c. the conditions of the pledge of approved securities required by this proposal are that the Depository shall faithfully perform all duties and obligations devolving upon the Depository by law and this proposal, pay upon presentation all checks or drafts drawn on order of the Board of Trustees of Cisco College in accordance with its orders duly entered according to the laws of Texas, pay upon demand any demand deposit of Cisco College in the Depository, pay any time deposit or certificate of deposit of Cisco College in the Depository upon maturity or after the period of notice required, and faithfully keep, account for as required by law, and faithfully pay over, at maturity or on demand as Cisco College may elect, to any successor depository all balances of funds of Cisco College then on deposit with the Depository;
- d. the pledge of approved securities required by this proposal shall be a continuing pledge, ceasing only upon the later of the termination of a contract or the fulfillment by the Depository of all of its duties and obligations arising out of a contract, and a continuing security interest in favor of Cisco College shall attach immediately upon any such pledge to all proceeds of sale and to all substitutions, replacements, and exchanges of such securities, and in no event shall such continuing security interest be voided by an act of the Depository; but notwithstanding the foregoing, the Depository shall have the right, with the consent of Cisco College, to purchase and sell, and substitute or replace, any

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 empowered to take immediate possession of and to sell any and all of such pledged securities, whether in safekeeping at another bank or in possession of Cisco College or the Depository, and Cisco College is specifically so empowered by execution of this contract.
- f. the collateral pledge agreement shall conform to the United States Code Annotated (USCA), Title 12, 1823(e), so to defeat the claim of the Federal Deposit Insurance Corporation, its successor, or any other receiver to the securities.

3.16.3 Collateral Pledging Requirements – Letter of Credit: If the Depository does not elect to furnish the corporate surety bond, then the Depository shall have the option of providing a Federal Home Loan Bank Irrevocable Letter of Credit that is pledged to Cisco College as beneficiary, in an amount at market value sufficient to adequately protect the funds of Cisco College on deposit with Depository from day to day during the term of this contract. Cisco College will hold the original letter.

3.17 Wire Transfers: Upon acceptance of a depository bank, a wire transfer agreement shall be executed outlining procedures for doing wire transfers, authorization levels, and repetitive wire information and confirmation procedures.

- a. Cisco College requires that wire transfers and secondary authorizations be initiated for current or future dates on-line by secured web-based access by Cisco College's Business Services Department. Cisco College defines "on-line" as secured web-based access.
- b. Cisco College also requires the ability to verify incoming and outgoing wire transfers on-line by secured web-based access as well as the current status of all District wire transfers.
- c. In the event the Depository experiences computer or unexpected difficulties, the Depository shall use whatever means necessary to ensure that Cisco College's wire transfers are completed on the date specified.
- d. Cisco College transfers large dollar amounts on a daily basis. The sources of funds for these transfers are collected balances and incoming wire transfers. Cisco College requires that all outgoing wire transfers be released no later than end processing on the day of approval by Cisco College. Since the posting of security transactions may occur during overnight processing, a procedure to ensure the prompt release of wire transfers is necessary.

3.18 Internal Transfers: Cisco College will require the ability to perform secure web-based internal transfers between accounts.

3.19 Research Requests: Cisco College requests that all research requests be responded to within three (3) business days of the request.

- 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 as “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.

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 Reports)
- FORM 4.5 FELONY CONVICTION NOTIFICATION
- FORM 4.6 CONFLICT OF INTEREST

Optional-Other Services - Scope of Services-Cisco College

Other services your bank can render Cisco College and/or fee charges not listed elsewhere should be attached to the proposal and clearly labeled as Exhibit I. Often proposals are so nearly identical that additional banking services rendered without cost to Cisco College can be a determining factor in the awarding of the contract.

Items listed here should relate to Cisco College only. *Services to employees or individuals associated with Cisco College cannot be taken into consideration as a determining factor for award.*

Date:

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

Board Members:

The undersigned, a state or national banking corporation, the deposits of which are insured by the Federal Deposit Insurance Corporation, hereinafter called Offeror, for the privilege of acting as Depository for funds of Cisco College for a term of two years beginning September 1, 2017 and ending August 31, 2019, and for the further privilege of receiving all funds to place in demand deposit or interest bearing time deposits, and with the full understanding that Cisco College reserves the right to invest its funds from time to time as permitted by law, Offeror will pay and charge Cisco College as follows. Cisco College and the selected Depository may mutually agree to extend the contract for two additional two-year terms ending August 31, 2021, and August 31, 2023, respectively, if awarded contract remains the same.

Name of Offeror: _____

Mailing Address: _____

City, State, Zip: _____

Telephone: _____

E-Mail Address: _____

Fax Number: _____

OFFEROR'S CERTIFICATION: I, the undersigned, certify that this RFP is made without previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same materials, and is in all respects fair and without collusion or fraud. I further certify that I am legally empowered to bind the corporation, partnership, or individual owner.

Manual Signature: _____

Typed Signature/Title: _____

- A. **Pay interest on funds** of Cisco College placed on interest-bearing time deposits with maturities as shown below. Please provide basis points above, below or equal to the "asked" rate on the T-Bill closest to the maturity date of the time deposit being purchased as reported in the Wall Street Journal.

Demand deposit rate:

Single Maturity Time Deposits of more than \$100,000:

MATURITY	Basis point spread over(+)/under(-) T-Bill "asked" rate
7 -- 31 Days	
32 -- 59 Days	
60 -- 89 Days	
90 -- 179 Days	
180 -- 364 Days	
365 Days or More	

- B. **Account Services:** Please answer the following questions concerning desired account services. The reference numbers refer to more detailed descriptions located in **Section 3.0 SCOPE OF SERVICES – Cisco College**.

3.4 Direct Investment Alternatives:	
What types of investments are available through your bank?	
Comments:	
3.5 Account Analysis:	
Can you furnish a monthly account analysis of each account?	
How soon after month-end is the analysis available?	
Comments:	
3.6 Account Reconciliation:	
Do you offer full reconciliation of paid and outstanding checks based on the data electronically transmitted through a positive	

pay system or some other electronic transmission system?	
Can you furnish a monthly electronic file of processed items which is in agreement with the monthly paper statement?	
How soon after month-end is the electronic reconciliation available?	
What file formats are available?	
What field descriptions are included?	
Comments:	
3.7 ACH Transactions:	
How will Cisco College be notified when ACH transactions are received?	
What is the fee for ACH notification?	
Do you offer an ACH Origination process that Cisco College can utilize to perform on-line ACH initiation?	
Comments:	
3.8 Stop Payments:	
Can Cisco College issue a stop payment by telephone notification, web-based on-line notification, or either?	
How long do stop payments remain in effect?	
Comments:	
3.09 Daily Balance Reporting:	
Does the Depository offer secure web-based access to Daily Balance Reporting?	
Are "In-process" items included and identified as such?	
How many days of historical transaction detail are accessible?	
What procedures are in place in case of computer system failure?	
Comments:	
3.10 Overdrafts:	
State the Depository's policy on daylight overdrafts and overnight overdrafts.	
How is Cisco College notified of overdrafts?	
Comments:	

3.11 Deposit Availability:		
What is the cut-off time for daily deposits?		
Comments:		
3.12 Deposit Slips:		
Can the depository make same-day deposit confirmation or return of deposit slips? Explain.		
Are deposit slip images included on the monthly statement?		
How is Cisco College notified of deposit discrepancies?		
Comments:		
3.13 Monthly Statements:		
Monthly bank statements are required within a maximum of 3 banking days after month end. In addition to a hard copy, can monthly statements be accessed online?		
Are images of all debit and credit adjustments included on the monthly statement?		
Comments:		
3.14 Returned Items:		
All checks deposited by Cisco College that do not clear on the first presentation should be returned to the Grants & Aids account within two (2) business days.		
Will notification and the returned check be sent to Cisco College?		
Comments:		
3.15 Safekeeping and Securities Clearance:		
State the fees for safekeeping and clearance of U.S. Treasury or Other Securities purchased through the Depository's investment department.	U.S. Treasury Bills:	
	U.S. Treasury Notes:	
	Agency Discount Notes:	
	Commercial Paper:	
State the fees for safekeeping and clearance of U.S. Treasury or Other Securities purchased through a third-party broker/dealer.	U.S. Treasury Bills:	
	U.S. Treasury Notes:	
	Agency Discount Notes:	
	Commercial Paper:	
Comments:		
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 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?	
Comments:	
3.20 Account Relationship	
The Offeror shall provide a specified account officer to interface with Cisco College for the term of the Depository contract.	
Comments:	

3.21 Periodic Review: As stated	
Comments:	

	ACTIVITY SERVICE CHARGES	
	Can be Included in Compensating Balances (Yes/No)	ESTIMATED MONTHLY CHARGE
Account Maintenance		
Deposits & Other Credits		
Checks & Other Debits		
Clearing Charges: On us		
Local banks		
Transit		
Returned Deposited Checks		
Daily Sweep Maintenance		
Additional Sweep Accounts		
EDI Notices		
Positive Pay		
Check Images CD ROM		
Account Analysis		
Account Reconciliation, Monthly		
Online Balance Information		
Safekeeping Services		
Overdrafts		
Virtual Vault Services		
Vault Orders Processed		
Currency Straps Ordered		
Rolled Coin Ordered		
Stop Payment		
Deposit Slips		
Internal Transfers		
Wire Transfers – Incoming		
Wire Transfers – Outgoing		
ACH Transmission		
ACH Items		
ACH Return Notice		
Cashier's Checks		
CPA Confirmations, Annual		
Safe Deposit Box		

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.
- B.** List other key officers or positions that may have significant service responsibilities for Cisco College's accounts.
- C.** Provide a statement of any current or potential conflicts of interest:
- D.** Please indicate if this bank has any current plans for merger or acquisition.

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):	
Customer since (Date):	

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

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

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.

ATTACHMENT NO. 4.5

CISCO COLLEGE

FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill No. 1, Section 44.034, 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."

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been reviewed by me and that the following information furnished is true to the best of my knowledge. (Check appropriate statement.)

- D My firm is a publicly held corporation. This reporting requirement is not applicable.
- D My firm is neither owned nor operated by anyone who has been convicted of a felony.
- D My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name(s) of felon(s):

General Description of Conviction(s):

VENDOR -----

AUTHORIZED
SIGNATURE _____

PRINT/TYPE ABOVE
SIGNATURE _____ DATE _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed;
 - or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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