



Amarillo College[®]

RFP Questions and Answers

1. How many ZBA sub accounts does Amarillo College require?

Currently, the College has no ZBA's. The AC Federal account is managed manually, and Credit Cards Account and Accounts Payable Checking are on investment sweeps.

2. Online Banking Portal ACH Question 3 states that the College expects effective date settlement versus pre-funded settlement of ACH files. If the bank only offers the ACH prefunded option will this disqualify the bank from earning the College's business?

Will not disqualify, but will put the bank at a competitive disadvantage.

3. How many accounts currently use Remote Deposit Capture?

Currently, no accounts are using RDC

4. Are controlled disbursements a feature that the College actively uses, and if this option is not offered will this disqualify the bank from earning the College's business?

College does not currently use controlled disbursement, so not offering this service will not disqualify a bank from consideration.

5. The term for the RFP is stated 2 different ways. Please confirm the initial period of RFP is for 1-1-24 to 12-31-25 with 3 1-year extension options.

Contract will be for 2 years with three one-year extensions.

6. How many of the 9 accounts will initiate ACH payments?

Five accounts: Payroll, Bond Proceeds, Bond I&S, Local Maintenance, and AP Checking

7. Will you accept Facsimile signatures on the proposal Since we have management at different sites and there is a timeline to deliver the documents at Amarillo.

Yes.



Amarillo College®

SOLICITATION OVERVIEW

The Amarillo College, Amarillo, Texas is soliciting proposals for:

**TITLE: Primary Depository Services
RFP# 1399**

ISSUE DATE: Wednesday, August 2, 2023

DUE DATE: Wednesday, September 6, 2023, 2:00 P.M.

**DELIVERY TO: (via Overnight Courier/FedEx)
Amarillo College
Chris Sharp, VP of Business Affairs
2201 S. Washington
Amarillo, Texas 79109**

Valley View Consulting, L.L.C. is assisting the College with the preparation of this RFP and the evaluation of proposals received. All times referenced are Central Time.

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CALENDAR OF EVENTS

Wednesday, August 2, 2023	RFP available to prospective financial institutions
Thursday, August 10, 2023	Non-mandatory Pre-Proposal Conference via Zoom (11:00 A.M.)
Monday, August 14, 2023	Deadline for Questions/Requests for Additional Information (3:00 P.M. via email to Carolyn Leslie: csleslie@actx.edu)
Thursday, August 17, 2023	Deadline for College Responses to Questions (3:00 P.M.), Addendum to be posted on the College website
Wednesday, September 6, 2023	Responses due to Chris Sharp by 2:00 P.M.
Week of September 25, 2023	Bank Presentation/Demonstrations (if necessary)
Tuesday, October 24, 2023	Board of Regents consideration of award (6:45 P.M.)
Monday, January 1, 2024	New Depository Services Contract period begins

INTRODUCTION

Amarillo College, Amarillo, Texas (the “College”) acting through its designated officer, Chris Sharp, is requesting proposals from qualified financial institutions, to provide the College with primary depository services. The award of the depository services contract is scheduled for consideration by the Board of Regents, at 2201 S. Washington, Amarillo, Texas, at its meeting to be held on October 24, 2023.

The College desires to enter into a depository services contract of mutual party benefit and reserves the right to contact and negotiate with all proposers regarding their proposals prior to award, to clarify, verify, or request information regarding any Proposal. The Board of Regents will award the depository services contract to the proposer(s) whose Proposal provides the best value terms for the College, based on compliance with the RFP requirements and the College’s needs. The College may request presentations and/or demonstrations from any one or all proposers and reserves the right to waive any formality or irregularity, (with the exception of the due date and time) and to make awards to more than one proposer, or to reject any or all proposals.

Delivery Instructions:

Sealed proposals will be accepted until 2:00 P.M. on September 6, at:

Via overnight/FedEx:

2201 S. Washington
Amarillo, Texas 79109

For in-person delivery:

Washington Street Campus
Byrd Business Building
Business Office, Room 118
Amarillo, TX 79109

Governing Statutes: Chapter 51 (51.003) of the Texas Education Code.
Chapter 2256, Texas Government Code, “Public Funds Investment Act” as amended
Chapter 2257, Texas Government Code, “Public Funds Collateral Act” as amended.
Amarillo College adopted Investment Policy.
Chapter 131, Sub-chapter Z, Sec. 131.903, Conflict of Interest, Texas Local Government Code, “Finances”.

Eligibility to Apply: All qualified financial institutions with a main office or a branch office operating within the City of Amarillo.

Term of Contract: The term of the depository services contract will be for a maximum of five (5) years; further delineated as an initial term of two (2) years with options to extend for up to three (3) additional one (1) year periods.

Proposal Requirements:

1. One original (so marked) and five (5) complete bound copies of the Proposal,
2. One complete copy of the Proposal response as a PDF file on a USB Flash Drive, and
3. The MS-Excel Bank Service Fee Schedule on the same USB Flash Drive

Pre-Proposal Conference:

Date: Thursday August 10, 2023

Time: 11 A.M. CST

Location: Virtual - Zoom

<https://us06web.zoom.us/j/82790020368?pwd=S3VscmM2K2ZhcTdscEtBVnNNZm5QUT09>

Or, via dial in at 346-248-7799

Meeting ID: 827 9002 0368

Passcode: 879754

Authorized College Contact:

All inquiries and/or questions should be in writing, directed to Carolyn Leslie, at csleslie@actx.edu.

Pursuant to Chapter 51 of the Texas Education Code, this RFP is intended to serve as the Proposal submission form. There are multiple blanks to fill in and questions to be answered. The evaluation of all proposals received will be based on the responses included herein.

Exceptions, conditions, or qualifications to the provisions of the College's specifications or requirements must be clearly identified as such, with the reasons therefore, and alternate language proposed by the proposer, if any, clearly stated and inserted in the appropriate place in the Proposal submission.

Each of these exceptions, conditions, or qualifications to the College's specifications may be included, as appropriate, in the awarded depository services contract documents. Items and matters not explicitly notated in this manner shall be deemed to be in conformance with the College's specifications.

The services and fees represented in the RFP submission response from the awarded financial institution, shall overrule any and all previous service or other contracts between the College and the financial institution, as they relate to the accounts and services included herein. The College will not be obligated by any charges and fees not clearly and accurately presented in the RFP submission from the awarded financial institution. Services initiated after consummation of the depository services contract shall carry charges and fees mutually agreed to, in writing, by the College and the awarded financial institution. Regardless of time delay, the awarded financial institution shall refund or credit the College for any erroneous charges and fees not agreed to in writing.

ACCOUNT ACTIVITIES

TRANSACTIONS BY ACCOUNT

The College current account structure and activity are reflected in the following table:

Amarillo College						
Transactions by Account						
Based on May 2023 Transactions						
DESCRIPTION	BEGINNING	-----CREDITS-----		-----DEBITS-----		ENDING
	BALANCE	NUMBER	AMOUNT	NUMBER	AMOUNT	BALANCE
Local Maintenance	\$ 1,825,785	447	\$ 6,889,516	50	\$ 6,984,466	\$ 1,730,836
Bond Proceeds Account	606,303	3	1,030,274	15	1,172,967	463,610
Payroll Fund	20,581	9	5,072,829	51	4,904,561	188,849
Hold Letter C	176,757	39	260,828	81	273,603	163,983
Bond Interest & Sinking Fund	372,333	8	50,395	1	400,281	22,447
Education & Business	7,555	-	-	-	-	7,555
AC Federal ED/PMS	-	3	410,818	2	410,818	-
Credit Cards	-	212	1,140,442	38	1,140,442	-
Accounts Payable Checking	-	25	1,356,911	522	1,356,911	-
TOTAL	\$ 3,009,315	746	\$ 16,212,013	760	\$16,644,048	\$ 2,577,280

AVERAGE MONTHLY BALANCES

Amarillo College		
Ledger Balance Summary		
June 22-May 23		
		Average Available Balances
Month		
Jun-22		4,948,816
Jul-22		3,682,805
Aug-22		4,022,040
Sep-22		3,304,011
Oct-22		3,047,837
Nov-22		3,479,494
Dec-22		6,145,434
Jan-23		13,391,823
Feb-23		10,451,216
Mar-23		3,692,561
Apr-23		2,914,783
May-23		2,600,314
Avg		\$5,616,604

BANK SERVICES FEE SCHEDULE – SEE INCLUDED EXCEL SPREADSHEET

Amarillo College Proposed Fee Schedule Bank Name: _____ Based on Estimated Volumes			
Service Description Depository Services	Volume	Unit Price	Total Fee
Depository Services			
Balance Assessment Fee	\$ 5,600,000		0
Account Maintenance	9		0
Deposits	263		0
Cash Deposited	\$ 15,000		0
Checks	601		0
Incoming ACH Credit	456		0
On Us Deposited Items	94		0
Clearing Deposited Items	10		0
Transit Deposited Item	220		0
Deposits	263		0
Cash Straps	1		0
Rolled Coin	1		0
ZBA Transfer (Monthly fee)	1		0
Online Portal			
Q 2 Activity (Monthly Online Portal)	1		0
Previous Day Detail Report	9		0
Stop Payment	10		0
ACH Origination Services			
ACH Files Loaded	1		0
ACH Origination Item	1,057		0
ACH NOC	1		0
ACH Orig Cr Return	1		0
ACH Delete - Item	1		0
Wire Services			
Wire Out	2		0
Wire In	1		0
Remote Deposit Services			
Total Items Deposited RDC	1		0
Remote Deposit Deposit	1		0
RDC Multifeed Scanner	1		0
Fraud Protection Services			
Account Recon	9		0
Issue Input File	1		0

Positive Pay Maintenance	9		0
Payee Name Verification	1		0
Exception Item	1		0
Check Exception Return	1		0
ACH Positive Pay/ACH Fraud Filter	9		0
ACH Positive Pay Item	1		0
ACH Positive Pay Item - Returned	1		0
Total			0

EVALUATION CRITERIA

The College shall carefully review the submitted proposals. The evaluation of the proposals will be based on the following criteria:

1. Ability of proposer to perform and provide the required and requested services;
2. References provided and quality of services;
3. Cost of services;
4. Transition cost, retention and transition offers, and incentives;
5. Interest rates on interest bearing accounts and deposits;
6. Earnings credit rate on compensating balances;
7. Previous service relationship with the College;
8. Convenience of location(s);
9. Completeness of Proposal; and
10. Financial strength and stability of the institution.

EXPECTED BANK SERVICES

The following services must be provided as described or in an alternative form that results in essentially the same outcome or capability.

ONLINE BANKING PORTAL

1. ONLINE REPORTING SERVICES – The College uses **Colleague** and expects online reporting that at a minimum includes:

- ledger balance,
- collected balance,
- one day float amount,
- total credits,
- total debits,
- detail debits and credits,
- transaction search capability, and
- export capability to MS-Excel.

Yes, can provide as expected.

No, cannot provide as expected.

Comment:

2. WIRE TRANSFERS – The online banking system must offer wire transfer capability. Wires may be one time or be set up as repetitive of varying amounts. Notification of incoming wire transfers shall be made via the online banking portal.

Yes, can provide as expected.

No, cannot provide as expected.

Comment:

3. ACH – The College expects a robust ACH system to create ACH credits for direct deposit of payroll and eventually, vendor payments. The College expects effective date settlement versus pre-funded settlement of ACH Files.

Yes, can provide as expected.

No, cannot provide as expected.

Comment:

4. ONLINE BANKING HISTORICAL INFORMATION RETENTION – How long is continuous historical information retained online and accessible by the users? We understand that the standard retention period for check images is 7 years. Please list your retention period for the items listed below:

- Account transaction history (standard) _____
- Account transaction history (for additional fee) _____
- Account Statements _____

Comment:

5. ONLINE BANKING ADMINISTRATION/SELF-ADMINISTRATION – Once the service is in place, users are expected to be managed through self-administration. To confirm, can these services be completed online and without a request to the bank:

- Remote Deposit Capture access/functionality Yes No
- Positive Pay User Access Yes No
- ACH User functionality Yes No
- Are there any other functions that require the bank to make the changes rather than the self-administrators?

Comment:

6. MOBILE APP FUNCTIONALITY/ACCESS – The College is interested in having access to perform certain online banking functions for the College via their smart phones. If your institution offers these services, what functions are available for use?

- Balance Reporting and Transaction Detail
- Initiate Wire Transfers
- Release/Approve Wire Transfers
- ACH – Release/Approve Batches
- Positive Pay Exception Decisions
- Please list any additional functionality or clarifications in the comments
- Our bank does not currently offer any banking services through a mobile app

Comment:

7. AUTHENTICATION FOR ACCESS – Please confirm the methods that are available with your bank for protecting the College against unauthorized access:

- Secure Token
- Secure Token app through cell phone
- Secure Browser
- Confirmation code sent via text message or email
- Biometric authentication

Comment:

8. ALERT/MESSAGING SYSTEM – The College is interested in alerts sent via email and/or text messaging to alert the College of specific activity such as incoming wires, positive pay exceptions, etc.? If your institution offers this service, how is the College charged for this service?

- Messaging is provided at no cost
- Messaging is provided for a flat monthly fee of _____
- Messaging is provided as a fee per message/per device fee of _____
- Messaging of this type is not currently offered by our bank

Comment:

9. ELECTRONIC DATA INTERCHANGE – The College expects Electronic Data Interchange (“EDI”) service in order to see addenda information included with ACH deposits.

- Yes, can provide as expected.
- No, cannot provide as expected.

Comment:

10. PAID CHECK IMAGE OPTIONS – What options does your institution offer for providing copies of paid checks to the College?

- Image of paid checks printed on statements
- Image of paid checks printed on the online version of the statements
- PDF File downloadable to the College each month
- Online Image Inquiry/Search

Comment:

FRAUD PROTECTION SERVICES

1. POSITIVE PAY AND ACCOUNT RECONCILIATION SERVICE – The College expects positive pay and full/partial account reconciliation service on designated accounts from which checks are issued. The College electronically transmits the issued check files to the institution. Minimum payment verification criteria shall be payee name, date, check number, and amount. The College may approve and make pay/no pay decisions on any exception items.

- Yes, can provide as expected. No, cannot provide as expected.

Comment:

2. AUTOMATIC STALE DATING OF CHECKS – The College prefers the option of checks automatically becoming stale dated after a set period of time, based on the issue date in the Positive Pay system. Does your institution offer this feature, and if so, how does the institution handle items presented after they are stale?

- Yes, stale dating is offered. No, stale dating is not offered as described.

Comment:

3. ACH POSITIVE PAY / ACH FRAUD FILTER – The College expects ACH positive pay/filter capabilities on its accounts, with the ability to selectively permit specified ACH debits on certain accounts and restrict all ACH debits from certain accounts.

- Yes, can provide as expected. No, cannot provide as expected.

Comment:

MISCELLANEOUS

1. ZERO BALANCE ACCOUNT - The College currently uses a zero-balance account for its Payroll Account, AC Federal ED/PMS, Credit Cards Account, and Accounts Payable Checking Account. The bank teller function must identify the Payroll Account as a ZBA to ensure employee presentments made at the bank are honored.

- Yes, can provide as expected. No, cannot provide as expected.

Comment:

2. EMPLOYEE CHECK CASHING – The College expects the institution to cash checks issued to employees (with proper identification) without service charges or fees to the employee or the College, and without requiring the employee to open an account with the institution.

Yes, can provide as expected.

No, cannot provide as expected.

Comment:

3. ACCOUNT STATEMENTS – The College expects that statements be rendered within five (5) working days after the close of the calendar month. Monthly cutoff of statements must occur on the last calendar day of each month. Bank will notify College before inactive accounts are placed in dormant status for inactivity. The statement shall include debits and credits made on the last day of the period and the detail items. Bank statements must be received monthly, even if there is no activity for the account. The College expects to have access to online bank statements with images for at least the previous twelve months of statements.

Yes, can provide as expected.

No, cannot provide as expected.

Comment:

4. ACCOUNT ANALYSIS – The College expects account analysis statements by individual account and at group level, reflecting average ledger balance, average uncollected funds, average collected balance, reserve requirement, average available balance, rate and amount of earnings credit, detail of services provided with quantities and unit fees for each, and total service cost, delivered to the College on a monthly basis. **This requirement applies to “No Fee” or “Fee Waiver” proposals.**

Yes, can provide as expected.

No, cannot provide as expected.

Comment:

5. PAYMENT FOR SERVICES and ACCOUNT SETTLEMENT – The College expects to pay for all services provided by the earnings credit amount generated by account balances, or by direct payment, or a combination of both. The College prefers that settlement of the excess/deficient condition as reflected by the group level account analysis occur on a quarterly basis. The College reserves the right to select Monthly Settlement if the pricing structure of the awarded financial institution favors Monthly Settlement. If deficient, settlement is to be made by direct debit to the College’s designated account.

Yes, can provide as expected.

No, cannot provide as expected.

Comment:

6. BALANCE ASSESSMENT – State how the institution will treat any Balance Assessment or balance-based fee applicable to the College (i.e., Deposit Supervisory Fee, Premium Assessment Fee, etc.). Please indicate if the assessment will be for all depository balances or non-interest-bearing balances only. **(Also, please reflect treatment on the attached Fee Schedule)**

Fees apply to only non-interest-bearing balances.

Fees to be waived.

Fees to be partially waived.

Fee to be passed in full to the College.

Comment:

7. RESERVE REQUIREMENT FOR EARNINGS CREDIT CALCULATION – Proposer must indicate whether or not a reserve requirement on balances used in calculating earnings credit is required.

Yes

No
Reserve Requirement % _____

Comment:

8. RESERVE REQUIREMENT FOR INTEREST CALCULATIONS – Proposer must indicate whether or not a reserve requirement on balances used in calculating hard interest to be paid on balances.

Yes
 No
Reserve Requirement % _____

Comment:

9. EARNINGS CREDIT RATE – The institution must state the current ECR, rate formula, and rate floor being proposed:

ECR % _____
Rate Formula (i.e., is there an index or is it a bank determination?): _____
How often will the ECR adjust if not indexed? _____
Rate Floor: _____

Comment:

10. INTEREST RATE OPTION – If balances are sufficient to cover all services and additional balances are available to earn interest, please state the current rate, rate formula, and floor being proposed:

Type of Account: NOW/Interest Bearing/Sweep (unlimited transactions)
Interest Rate % _____
Rate Formula (i.e., is there an index or is it a bank determination?): _____
Rate tiers based on balance? _____
Rate Floor: _____
Any Fees associated with the recommended investment option: _____

Type of Account: MMA with restricted monthly withdrawals
Any Fees associated with the recommended investment option: _____
Are there currently any restrictions on the number of withdrawals per month? _____
Interest Rate % _____
Rate Formula (i.e., is there an index or is it a bank determination?): _____
Rate tiers based on balance? _____
Rate Floor: _____

Comments/additional info if desired to clarify determination of interest rate:

SERVICES UNDER CONSIDERATION

1. SECURITY CLEARANCE/SAFEKEEPING SERVICES – In the event, that the College elects to invest in securities, the College prefers that their depository bank provide safekeeping services, when applicable, for the securities owned by the College, or offers an alternative option for safekeeping services. All securities will be handled on a Delivery Versus Payment (DVP) basis as they are cleared into and out of the College’s account. Confirmation of trades must be provided to the College within one (1) business day.

The College prefers a web-based safekeeping transaction monitoring and reporting mechanism.

Please provide a schedule of securities safekeeping fees with the required Response Attachments.

Yes, can provide as requested. No, cannot provide as requested.

Comment:

2. REMOTE DEPOSIT CAPTURE – The College is considering **remote** deposit capture services for electronically preparing and submitting deposits. The College is not currently utilizing this service. If needed, will your institution provide a scanner for the College to use?

Yes, can provide as expected. No, cannot provide as expected.

Comment:

3. CONTROLLED DISBURSEMENT ACCOUNT(S) - The College currently utilizes two controlled disbursement accounts for its disbursements. The controlled disbursement presentment notification must also be accessible through online banking services. This information must be available and accessible by 10:00 A.M. local time.

Yes, can provide as expected. No, cannot provide as expected.

Comment:

4. ACCOUNT VALIDATION SERVICES – Can your bank verify account status and account ownership of accounts for outgoing payments using the Early Warning System?

Yes, can provide as described. No, cannot provide as described.

Comment:

5. INTEGRATED DISBURSEMENT SERVICES – The College is interested in considering different levels of outsourcing for its disbursement function including, but not necessarily limited to, check printing and distribution.

Yes, can provide. No, cannot provide.

Comment:

6. APPLICATION PROGRAM INTERFPCE (API) – Does your bank offer APIs to assist with the following:

- Establish connectivity to wire payment services through our ERP system
- Initiate Payment transactions (via wire or ACH)
- Obtain status of wire transfers
- Obtain account balance, transaction activity, charges, etc. for internal reporting purposes

Please use the section below to provide additional information regarding how your APIs can add efficiency to our treasury management operations. Please provide details on the specific API call types supported (web services, REST, etc....) and what authentication methods you support for connecting to those.

Comment:

INCENTIVES / ENHANCEMENTS OFFERED

1. TAMPERPROOF DEPOSIT BAGS – Will the institution provide tamperproof bags at no charge?

Yes, can provide as requested. No, cannot provide as requested.

Comment:

2. ENDORSEMENT STAMPS & DEPOSIT SLIPS – Will the institution provide endorsement stamps and deposit slips at no charge?

Yes, can provide as requested. No, cannot provide as requested.

Comment:

3. REMOTE DEPOSIT SCANNERS – Is the institution offering a scanner(s) to the College at no additional cost?

Yes, institution is offering the following:
Number of scanner(s) _____
Brand of Scanner _____
Single feed, or number of documents scanned / minute _____

No, institution is not offering a free scanner with the response.

4. INCENTIVE FEE WAIVER – If your institution is offering a waiver of monthly service fees during a specific timeframe, please provide the following information for clarity of the terms of your offer.

Zero-pricing waiver (no fees assessed) during the timeframe of the offer and interest can be earned on balances during this time

Number of months of the fee waiver: _____
Maximum dollar amount of waiver (if any limitations): _____

Comment:

No waivers - Institution is not offering a waiver of fees

5. CASH TRANSITION ALLOWANCE / RETENTION BONUS/OFFER – If Institution is offering a cash amount to offset the cost of the transition, please provide that amount.

\$ _____

Comment:

OTHER STIPULATIONS

1. TERMS VALID FOR 180 DAYS – The responding bank agrees that the terms in the Proposal will be valid for 180 days from the submission date.

Agreed

Comment:

2. RIGHT TO CANCEL UNDER FEDERAL OR STATE LAW RULINGS – In the event it would be ruled illegal under the provisions of any Federal or State laws or regulations for the successful institution to comply with the requirements of the contract, then the College expressly reserves the right and privilege to cancel the contract and to re-solicit proposals.

Agreed

Comment:

3. RIGHT TO OPEN & MAINTAIN OTHER ACCOUNTS – The College shall have the right, at its sole discretion, to direct, open and maintain accounts at other institutions.

Agreed

Comment:

4. RIGHT TO TERMINATE – The College expressly reserves the right to terminate the contract with or without cause at any time by providing ninety (90) days written notice to the successful institution to close its accounts and terminate services.

Agreed

Comment:

5. TERMS FIXED – All fees, **rate formulas (not the rates, just the formulas)**, and conditions shall be fixed for the entire contract period, including any and all continuations.

Agreed

Comment:

6. SEMI-ANNUAL MEETING – The College expects a review meeting at least once every six months to evaluate the working relationship between the College and the successful institution. The objective shall be to address any problems and to seek solutions as well as keeping abreast of changes, new services, or new requirements.

Agreed

Comment:

7. FORMAL CONTRACT REQUIRED – The final appointment of the successful institution shall be made by the Board of Regents. The successful institution shall be required to enter into a contract that incorporates all of the requirements of their official response to this RFP, along with the accompanying related schedules and materials as called for in this RFP. The formal agreements should include: a primary depository services contract, a collateral custodial agreement, and a FIRREA compliant resolution of certification (see reference under the Collateral Requirements). **A sample of the proposed contract is attached.**

Agreed

Comment:

8. OVERDRAFT NOTIFICATION – In the event a check or checks shall be presented for payment where there are insufficient funds in College’s collective accounts, the successful institution agrees to promptly notify the College’s Vice President of Business Affairs or other signatory person, by telephone or other means, of the overdraft condition, and to provide the College a period not exceeding one business day to respond and rectify the condition.

Agreed

9. RESEARCH – The College expects that all research requests are responded to within three business days of the request.

Agreed

Comment:

10. BANK ERRORS – Bank errors resulting in lost interest or incorrect service fees to the College must be reimbursed by the bank to the College, utilizing a mutually agreed upon method of reimbursement.

Agreed

Comment:

11. AUDIT CONFIRMATIONS – Successful institution must provide account balance audit confirmations to the College’s audit firm annually at no charge.

Agreed

Comment:

12. ONE RELATIONSHIP OFFICER – The College requests **one** relationship manager to coordinate the successful institution’s efforts and remain directly responsible for facilitating all College/Institution interaction.

Description	Name	Title	Phone
Relationship Officer			
Address		Email Address	

This RFP is being offered by the following person duly authorized to act on behalf of the College:

Chris Sharp, Vice President of Business Affairs

COLLATERAL REQUIREMENTS

The institution shall pledge collateral to satisfy the requirements of the Public Funds Collateral Act, Chapter 2257, Government Code, and the College's Investment Policy, which can be found here:

<https://www.actx.edu/president/cak-appropriations-and-revenue-sources>

1. COLLATERAL AMOUNT – The maximum ledger balances could exceed \$12,000,000 in the aggregate. Historically, the average balances are less than \$8,000,000. Proposer must clearly explain any collateral limitations or fees. The College reserves the right to maximize or minimize bank balances regardless of historical patterns. The institution must monitor the collateral adequacy daily and provide additional collateral to secure balances as required.

Yes, can provide as expected. No, cannot provide as expected.

Comment:

2. COLLATERAL CUSTODY – The pledged securities shall be held at an independent custodian acceptable to both the College and the institution.

Please provide the name of the proposed independent custodian as well as any related fees.

Name of Proposed Custodian:

Yes, can provide as expected. No, cannot provide as expected.

Comment:

3. LETTERS OF CREDIT or PLEDGED SECURITIES – How will your institution collateralize the College's deposits:

- Letters of Credit
 IntraFi Structure (or similar FDIC spreading program)
 Pledged Securities

If Pledging Securities please respond to the following:

4. COLLATERAL LEVEL – The typical monthly maximum balance shall determine the total collateral level to be maintained each month in accordance with the College's Investment Policy. This level may be adjusted monthly for seasonality based on historical patterns, but the College also requires daily monitoring of the College's balances to insure adequate collateral levels. If current collateral levels will be exceeded, the College will notify the bank the day before so that adequate collateral can be added.

Yes, can provide as expected. No, cannot provide as expected.

Comment:

5. COLLATERAL SUBSTITUTION – The College prefers that any substitutions of the pledged securities in the total amount pledged shall be made only by and with the proper written authorization of an authorized College signatory. How does your institution handle substitutions?

Substitutions will only be done with prior written authorization from the College

Substitutions will be done without prior written approval, but always for securities of equal or greater quality and with a market value greater than or equal to the securities being replaced. The College, at its sole discretion, has the right to request a different security if the substituted security is unacceptable.

Comment:

6. COLLATERAL REDUCTIONS – The College strongly prefers that any reduction of the total amount pledged shall be made only by and with the proper written authorization of an authorized College signatory. How does your institution handle collateral reductions?

Reductions will only be done with prior written authorization from the College

Reductions MAY be done without prior written approval.

If the second option is the one your institution uses, will your bank agree to maintain a minimum threshold of collateral that will not be lowered without prior approval from the College?

Yes, can provide as expected.

No, cannot provide as expected.

Comment:

7. COLLATERAL REPORT – The institution **and** the custodian shall provide College a monthly pledged securities report or additional reports at any time requested by College. The report must describe the total pledged securities by:

Name
Type / Description
CUSIP
Par Value
Current Face Value
Maturity Date

Yes, can provide as expected.

No, cannot provide as expected.

Comment:

8. ONLINE REPORTING - Is daily online access to the College's collateral account available through the third-party custodian?

Yes, can provide as requested.

No, cannot provide as requested.

Comment:

9. BOARD RESOLUTION – The Board of Directors or designated committee of the institution will be required to provide a FIRREA compliant resolution. The following is an excerpt of the FIRREA requirement from the FDIC Code:

e) AGREEMENTS AGAINST INTERESTS OF CORPORATION.--

(1) IN GENERAL.--No agreement which tends to diminish or defeat the interest of the Corporation in any asset acquired by it under this section or section 11, either as security for a loan or by purchase or as receiver of any insured depository institution, shall be valid against the Corporation unless such agreement--

(A) is in writing,

(B) was executed by the depository institution and any person claiming an adverse

interest thereunder, including the obligor, contemporaneously with the acquisition of the asset by the depository institution,

(C) was approved by the board of directors of the depository institution or its loan committee, which approval shall be reflected in the minutes of said board or committee, and

(D) has been, continuously, from the time of its execution, an official record of the depository institution.

Yes, can provide as expected.

No, cannot provide as expected.

Comment:

REQUIRED DISCLOSURES

Disclosure of interest: Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with the Amarillo College, Texas must file a completed conflict of interest questionnaire which is available at www.ethics.state.tx.us. The conflict of interest questionnaire must be filed with the Amarillo College, Texas no later than the seventh business day after the later of the date that the person or agent begins contract discussions or negotiations with the College or submits to the College a Proposal, response to a request for proposal or bid, correspondence, or writing related to a potential agreement. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Texas Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

Certificate of interested parties: Section 2252.908 of the Texas Government Code applies to all contracts entered into on or after January 1, 2016. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies, with a few exceptions, to all contracts/purchases of a governmental entity that require action or vote by the governing body of the entity. The electronic filing Proposal process can be started on the Texas Ethics Commission website at www.ethics.state.tx.us. **The College acknowledges that publicly traded business entities are exempt from this requirement.**

In compliance with Chapter 2252 Subchapter F, of the Texas Government Code, prohibiting government contracts with a company doing business with Iran, Sudan or a foreign terrorist organization, the Amarillo College, Texas will not enter into a contract with a company reported on the LISTED COMPANIES per Section 2252.153.

REQUIRED CERTIFICATIONS

1. **Certification Regarding Boycotting of Israel.** Texas Government Code, Title 10, Subtitle F, Chapter 2271.002 - Provision Required in Contract. (a) This section applies only to a contract that:
- (1) Is between a governmental entity and a company with 10 or more full-time employees; and
 - (2) Has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the government entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) Does not boycott Israel; and
- (2) Will not boycott Israel during the term of the contract.

Agreed

Comment:

2. **Certification Regarding Boycotting of Certain Energy Companies.** Texas Government Code, Title 10, Subtitle F, Chapter 2274.002 - Provision Required in Contract. (a) This section applies only to a contract that:
- (1) Is between a governmental entity and a company with 10 or more full-time employees; and
 - (2) Has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the government entity.

(b) Except as provided in Subsection (c), a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) Does not boycott energy companies; and
- (2) Will not boycott energy companies during the term of the contract.

(c) Subsection (b) does not apply to a governmental entity that determines the requirement of Subsection (b) are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

Agreed

Comment:

3. **Certification Regarding Boycotting of Firearms Entity or Firearms Trade Association.** Texas Government Code, Title 10, Subtitle F, Chapter 2274.002 - Provision Required in Contract. (a) This section applies only to a contract that:

- (1) Is between a governmental entity and a company with at least 10 full-time employees; and
- (2) Has a value of at least \$100,000 that is paid wholly or partly from public funds of the government entity.

(b) Except as provided by Subsection (c) and Section 2274.003, a governmental entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it:

- (1) Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity of firearm trade association; and
- (2) Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

(c) Subsection (b) does not apply to a governmental entity that:

- (1) Contracts with a sole-source provider; or
- (2) Does not receive any bids from a company that is able to provide the written verification required by that subsection.

Agreed

Comment:

PROPOSAL SUBMITTED BY

This Proposal is being submitted to the College by the following person duly authorized to act on behalf of this applicant.

Name of Financial Institution

FDIC or NCUA Certificate #

Address of Financial Institution

Telephone #

Email Address

Officer Name & Title (printed)

Officer Signature _____

Signature indicates respondent accepts the specifications, terms and conditions of this RFP and that proposer is not delinquent on any payment due the College or involved in any lawsuit against the College.

Date:

SAMPLE DEPOSITORY SERVICES CONTRACT

THIS DEPOSITORY SERVICES CONTRACT, hereinafter called the “Contract”, is made and entered into on the date last herein written by and between Amarillo College, Amarillo, Texas, hereinafter called the “College”, and _____ a banking association, organized under the law of the United States and authorized by law to do banking business in the State of Texas, hereinafter called the “Bank”, and provides as follows:

1. **Designation of Depository.** The College, through action of the Board of Regents, on October 24, 2023, hereby designates the Bank as a primary depository bank for the period beginning January 1, 2024, and continuing through December 31, 2025, with the option for three (3) one-year extensions under the same terms and conditions.

2. **General.** All services rendered to the College by the Bank under this Contract shall be performed in accordance with commercially reasonable standards for public fund organizations and under the overall direction and instructions of the College pursuant to the Bank’s standard operations, policies, and procedures.

3. **Scope of Services.** The Bank agrees to provide those services as described in the College’s Request for Proposal for Depository Services released on August 2, 2023, hereinafter referred to as the “RFP”. The RFP and the Bank’s response to the RFP, hereinafter referred to as the “Proposal”, are incorporated herein by reference. The Bank acknowledges that all services performed by the Bank are subject to the approval of the College. The Bank agrees to provide additional services as requested from time to time by the College and mutually agreed upon by the Bank.

4. **College Representatives.** During the term of this Contract, the College will, through appropriate action of its Board of Regents, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of College in any and all matters of every kind arising under this Contract and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of the College in accordance with the electronic funds or funds transfer agreement and addenda, and (b) make withdrawals or transfer by written instrument.

5. **Custodian.** The College and the Bank, by execution of this Contract, hereby designate _____ as custodian, hereinafter called the “Custodian”, to hold in trust, according to the terms and conditions of this Contract, the collateral described and pledged by the Bank in accordance with the provisions of this Contract.

6. **Custodial Fees.** Any and all fees associated with the Custodian’s holding of collateral for the benefit of the College shall be paid by the Bank, and the College will have no liability therefore.

7. **Entire Agreement.** The entire agreement between Bank and College shall consist of this Contract, the College’s RFP (except to the extent Bank took specific exceptions in the Bank’s Proposal), the Bank’s Proposal, the Custodial Agreement with Custodian, and other such bank service agreements, policies and documents as may be required and approved by the parties (together, the “Banking Agreements”), each incorporated by reference as they presently exist and each listed in governing order of precedence in the event of conflict among the documents. This Contract supersedes any and all prior representations, statements, and agreements, whether written or oral. The terms and provisions of this Contract may not be amended, altered, or waived except by mutual agreement evidenced by a written instrument signed by duly authorized representatives of both parties.

8. **Collateralization.** All funds on deposit with the Bank to the credit of the College shall be secured by collateral as provided for in the Public Funds Investment Act (Chapter 2256 of the Texas Government Code as amended), the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code), the College’s Investment Policy, and the Bank’s Proposal. The College agrees to promptly provide

to the Bank any changes to its Investment Policy. The Depositor agrees that it shall only direct the Bank in writing to make investments authorized pursuant to the foregoing.

If marketable securities are pledged by the Bank as collateral, the total market value of the securities securing such deposits shall be in an amount at least equal to the minimum required amount as per the College's Investment Policy. The market value of any pledged securities (collateral) must be obtained from non-Bank-affiliated sources. The Bank shall monitor and maintain the required collateral margins and levels at all times.

The Bank has heretofore, or will immediately hereafter, deliver to the Custodian collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the funds of the College deposited with the Bank. The Custodian shall accept said collateral and hold the same in trust for the purposes herein stated. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by the Custodian in trust so long as deposits of the College remain with the Bank. The Bank hereby grants a security interest in such collateral to College.

If at any time the collateral in the hands of Custodian shall have a market value in excess of the required balances, the College may authorize the withdrawal of a specified amount of collateral, and the Custodian shall deliver this amount of collateral (and no more) to the Bank.

If the Bank shall desire to sell or otherwise dispose of any one or more of said securities so deposited with the Custodian, the Bank may substitute for any one or more of such securities other securities of the same market value and of the character authorized herein. Such right of substitution shall remain in full force and may be exercised by the Bank as often as it may desire; provided, however, that the aggregate market value of all collateral pledged hereunder, shall be at least equal to the amount of collateral required hereunder. If at any time, the aggregate market value of such collateral so deposited with the Custodian be less than the total sum of the College's funds on deposit with the Bank, the Bank shall immediately deposit with the Custodian such additional collateral as may be necessary to cause the market value of such collateral to equal the total amount of required collateral. The Bank shall be entitled to income on securities held by the Custodian, and the Custodian may dispose of such income as directed by the Bank without approval of the College.

If surety bonds or letters of credit are utilized, the College shall agree as to the issuer and form of contract prior to pledge. The amount of surety bonds or letters of credit will be at least equal to the minimum required amount as per the College's Investment Policy.

9. **Pledge Receipts.** The Custodian shall promptly forward to the College copies of pledge receipts covering all such collateral held for the College, including substitute collateral as provided for herein.

10. **Default.** Should the Bank fail at any time to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any deposits and the interest on such deposits or in any manner breach the Banking Agreements with the College, the College shall give written notice of such failure or breach to the Bank, and the Bank shall have one (1) business day to cure such failure or breach. In the event the Bank shall fail to cure any such failure or breach within one (1) business day or should the Bank be declared insolvent by a Federal banking regulatory agency, it shall be the duty of the Custodian, upon demand of the College, to surrender the above-described collateral to the College, or it shall be the duty of the surety bond or letter of credit provider to perform under the terms of their respective contract.

The College may sell any part of such collateral, or receive all or any part of a surety bond or letter of credit settlement, and out of the proceeds thereof, pay the College all damages and losses sustained by it, together with all reasonable and documented expenses of any and every kind incurred by it on account of such failure or insolvency, or sale, and account to the Bank for the remainder, if any, of said proceeds or collateral remaining unsold.

11. **Sale of Seized Collateral.** Any sale of such seized collateral, or any part thereof, made by the College hereunder may be either at public or private sale, provided however, it shall give both the Custodian and the Bank two (2) hours' prior written notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder therefore for cash. The College and the Bank shall have the right to bid at such sale.

12. **Release of Collateral.** When the relationship of the College and the Bank shall have ceased and when the Bank shall have properly paid out all deposits of the College, it shall be the duty of the College to give the Custodian notice to that effect; whereupon the Custodian shall, with the approval of the College, redeliver to the Bank all collateral then in its possession belonging to Bank. An order in writing to the Custodian by the College and a receipt for such collateral by the Bank shall be a full and final release of the Custodian of all duties and obligations undertaken by it by virtue of these presents.

13. **Successors.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

14. **Compensation.** The College and the Bank agree that any compensation for the performance of all duties and services and interest rate or earnings credit paid on all deposits is set forth in the Proposal accepted by the College. Except as may otherwise be provided in the Banking Agreements, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide the professional banking services, including services, materials, training, equipment, travel, overhead, and expenses. Fees shall be fixed for the term of the Banking Agreements, including all extensions.

15. **Consideration.** The Banking Agreements, are executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

16. **Counterparts.** This Contract and other agreements shall be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic or other signature shall also be deemed to constitute an original if properly executed.

17. **Authority to Execute.** The individuals executing this Contract and other agreements on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Contract and other agreements to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Contract and other agreements in order for the same to be an authorized and binding on the party for whom the individual is signing and that each individual affixing his or her signature hereto is authorized to do so.

18. **Governing Law and Venue.** This Contract shall be governed by the laws of the State of Texas. Potter County shall be the venue for any lawsuit arising out of this Contract.

19. **Certification Regarding Boycotting of Israel.** Texas Government Code, Title 10, Subtitle F, Chapter 2271.002 - Provision Required in Contract. (a) This section applies only to a contract that:

- (1) Is between a governmental entity and a company with 10 or more full-time employees; and
- (2) Has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the government entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) Does not boycott Israel; and
- (2) Will not boycott Israel during the term of the contract.

20. **Certification Regarding Boycotting of Certain Energy Companies.** Texas Government Code, Title 10, Subtitle F, Chapter 2274.002 - Provision Required in Contract. (a) This section applies only to a contract that:

- (1) Is between a governmental entity and a company with 10 or more full-time employees; and
- (2) Has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the government entity.

(b) Except as provided in Subsection (c), a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) Does not boycott energy companies; and
- (2) Will not boycott energy companies during the term of the contract.

(c) Subsection (b) does not apply to a governmental entity that determines the requirement of Subsection (b) are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

21. **Certification Regarding Boycotting of Firearms Entity or Firearms Trade Association.** Texas Government Code, Title 10, Subtitle F, Chapter 2274.002 - Provision Required in Contract. (a) This section applies only to a contract that:

- (1) Is between a governmental entity and a company with at least 10 full-time employees; and
- (2) Has a value of at least \$100,000 that is paid wholly or partly from public funds of the government entity.

(b) Except as provided by Subsection (c) and Section 2274.003, a governmental entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it:

- (1) Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- (2) Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

(c) Subsection (b) does not apply to a governmental entity that:

- (1) Contracts with a sole-source provider; or
- (2) Does not receive any bids from a company that is able to provide the written verification required by that subsection.

22. **Notices.** Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, any demand, notice, request, instruction, designation, or other communication(s) required in writing under this Contract shall be personally delivered or sent certified mail, return receipt requested, to the other party as follows:

College: Amarillo College
Attn: VP of Business Affairs
2201 S. Washington
Amarillo, Texas 79109

Bank:

Attn:

Changes to notice information may be made by either party with written notification to the other party.

23. **Severability.** If any provision of this Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties, shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the illegal, invalid, or unenforceable provision as possible. The remaining portion of the Contract not declared illegal, invalid, or unenforceable shall remain valid and in full force and effect for the term remaining.

24. **Binding Commitment.** The Bank hereby acknowledges itself duly and firmly bound for the faithful performance of all the duties and obligations required by applicable law, including the Government Code and Local Government Code, such that all funds deposited with it as depository shall be faithfully kept by it and accounted for according to law.

25. **Continuation.** Unless this contract is terminated sooner, the Bank’s designation as the primary College Depository will remain continuously in effect through December 31, 2025, subject to execution of the extension options.

Executed by the undersigned duly authorized officers of the parties hereto:

COLLEGE

BANK

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

ATTEST

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

COMPLETE PROPOSAL CHECKLIST

(Please provide in the order listed)

- Executive Summary / Coversheet
- One (1) original so marked completed Proposal and (5) of bound copies.
- Completed RFP in PDF format on USB-flash drive.
- Completed Fee Schedule returned in Excel format on the USB – flash drive.

PRO-FORMA ACCOUNT ANALYSIS – A pro-forma account analysis statement using your format and service descriptions that reflect your proposed fees based on the volumes provided in this RFP and indicate any capability to provide the information electronically.

COMMENTS:

- SAMPLE COLLATERAL AGREEMENT – As required by Bank/Custodian named in the RFP.

COMMENTS:

- SAMPLE SAFEKEEPING AGREEMENT – As required by Safekeeping Agent.

COMMENTS:

SAMPLE SAFEKEEPING REPORT OF COLLEGE-OWNED SECURITIES – Sample safekeeping report of the College owned securities that the College will receive monthly.

COMMENTS:

- SECURITIES SAFEKEEPING FEES – Schedule of Securities Safekeeping Fees.

COMMENTS:

REFERENCES – List of at least three (3) comparable references and current Texas public funds clients, with total number of collateralized Texas public fund clients.

COMMENTS:

SAMPLE FIRREA COMPLIANT DOCUMENT – A sample copy of the document that clearly shows that the institution’s Board or designated committee has accepted the Depository Contract and authorized the pledge of collateral, with a permanent record of this action to be maintained in the minutes of the institution.

COMMENTS:

- COMPLETED AND SIGNED DISCLOSURES – As required and applicable within the RFP.

COMMENTS:

COMPLETED AND SIGNED PROPOSAL SUBMITTED BY FORM – Please include the signed form in the PDF file as well.

COMMENTS:

EXCEPTIONS TO RFP REQUIREMENTS – Please provide a summary of any exceptions your institution has noted regarding the requirements as contained in this RFP.

COMMENTS:

PROPOSER'S INITIALS: _____