Katrina Mangum
Director of Procurement
kmangum@hillcollege.edu
254-659-7706

Melissa Boyle
VP, Administrative Services
mboyle@hillcollege.edu
254-659-7701

REQUEST FOR PROPOSAL

RFP# 25/26-003

Hill College – Depository Services

Property Location: 112 Lamar Drive, Hillsboro, Texas 76645

Issued: Monday, June 15, 2026

Deadline for Questions: Monday, June 29, 2026, at 2:00 p.m.

Due: Friday July 16, 2026, at 3:00 p.m.

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Representative's Name: _____

Phone #: _____ Fax #: _____

E-Mail: _____

Non-Collusion Statement:
"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor and that the contents of this offer as to prices, terms or conditions of this said contract have not been communicated by the undersigned nor by any employee or agent to any other persons engaged in this type of business prior to the official opening of this proposal."

Notice of No Submission:
Our company does not wish to submit a bid for the requested products/services at this time.

Having carefully examined the specifications and conditions prepared by Administrative Services, Hill College and agreeing to conform to conditions set out in the contract, we, the undersigned, propose to furnish all supplies as awarded.

Signature of Company Official: _____

Printed Name of Company Official: _____

Official Position: _____

KEY DATES SCHEDULE

PROJECT NAME:	Hill College – Depository Services
SCOPEOFWORK:	Hill College is requesting proposals from eligible and qualified financial institutions to serve as the Depository Bank to Hill College and provide a full complement of banking services. Hill College is looking for a partner who can provide excellent customer service, innovative banking products, and can be a good steward of the public funds entrusted to it.
ISSUANCE OF RFP:	June 15, 2026
DEADLINE FOR QUESTIONS:	June 29, 2026, 2:00 p.m. CT
SUBMITTAL DEADLINE:	July 16, 2026, 3:00 p.m. CT
DELIVERY LOCATION:	Hill College Administrative Services Attn: Katrina Mangum 112 Lamar Drive Hillsboro, Texas 76645 Or online through email: kmangum@hillcollege.edu
BOARD OF TRUSTEES AWARD:	A final determination will be made at a future board meeting. Hill College reserves the right to reject any and all Request for Proposals and waive any and all formalities and conditions.
TERM OF SERVICE/PROJECT:	Initial contract term is anticipated to begin **August 1, 2026** for a period of 3 years as defined in The Depository Agreement.

NOTICE: ALL QUESTIONS RELATED TO THIS RFP ARE TO BE DIRECTED TO KATRINA MANGUM VIA E-MAIL TO kmangum@hillcollege.edu.

NO PHONE CALLS WILL BE ACCEPTED.

REQUEST FOR PROPOSAL

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SECTION 1

INTRODUCTION

1.1 Description of Hill College

Hill College ("HC") is a public community college district established in 1923 and formerly known as Hillsboro Junior College. In 1985, the institution adopted the name Hill College. Today, Hill College operates four physical locations: the Hill County Campus, the Johnson County Campus, the Cleburne Technical Center, and the Burleson Higher Education Center.

Hill College offers workforce training, technical programs, and academic pathways designed to prepare students for employment or transfer to four-year institutions. The College is committed to supporting student success through accessible, high-quality educational opportunities and community engagement.

Additional information about Hill College may be found at: **https://www.hillcollege.edu/**

Procurement Method. Hill College will use the **Request for Proposals (RFP)** method to procure Depository and Banking services in accordance with **Texas Education Code §51.003** and applicable public procurement best practices for higher education institutions. Proposals will be evaluated on a competitive, best-value basis considering pricing, services, compliance, and overall benefit to the College.

1.2 Objective of this Request for Proposal

The objective of this RFP is to identify a qualified financial institution capable of providing a full range of **Depository and Treasury Management Services** that support Hill College's mission and operational requirements. Hill College seeks to:

- Ensure the secure handling and safeguarding of all College funds
- Maximize operational efficiency through modern banking technologies
- Obtain competitive pricing and earnings credit opportunities
- Maintain compliance with all applicable state laws, regulations, and collateralization standards
- Establish a responsive, service-oriented banking relationship that supports multi-campus operations and future growth

1.3 Public Information

Hill College strictly adheres to all applicable statutes, court decisions, and Attorney General opinions regarding disclosure of public information. In Accordance with the **Texas Public Information Act** (Texas Government Code, Chapter 552), all materials submitted in response to this RFP may be subject to public disclosure.

Hill College will make reasonable efforts to protect proprietary or confidential information submitted by Proposers prior to execution of a final agreement. Upon execution of the agreement, proposal materials will generally be considered public information unless an exception to disclosure applies.

If Hill College receives a public information request for proposal materials, the affected Proposer will be notified and afforded an opportunity to submit arguments to the Texas

Attorney General identifying any applicable exception to disclosure.

1.4 Contract and Service Agreement

The Financial institution selected through this RFP will be required to enter into a **Depository and Banking Services Agreement** with Hill College. The agreement will define all required services, terms, conditions, responsibilities, and performance expectations.

The agreement will incorporate:

- This RFP and all issued Addenda
- The selected Proposer's response, including pricing and service commitments
- Any mutually negotiated modifications
- All applicable federal and state laws, including the Texas Education Code, Texas Government Code, and the Public Funds Collateral Act

The initial contract will begin on August 1, 2026, and will remain in effect for the period specified in this RFP, with any renewal options exercised solely at the discretion of Hill College.

1.5 Clarifications and Interpretations

Proposers are responsible for reviewing all RFP documents. Requests for clarification must be submitted in writing to the designated Hill College contact by the deadline stated in the Schedule of Events.

Only written responses issued by Hill College through formal Addenda shall be binding. All Addenda issued prior to the proposal submission deadline are incorporated into this RFP.

1.6 Proposal Evaluation Process

The College will evaluate all responsive proposals using a best-value evaluation process consistent with applicable Texas law and College policy. The objective of the evaluation is to select the proposal that provides the overall best value to the College, considering pricing, services, compliance, and operational reliability.

1.6.1 Evaluation Committee

Proposals will be evaluated by a committee composed of Hill College personnel responsible for finance, treasury operations, and procurement. Hill College may utilize additional internal or external subject-matter experts as deemed appropriate.

1.6.2 Initial Review of Responsiveness

Proposals will be reviewed for **responsiveness** to RFP requirements. Non-responsive proposals may be rejected without further evaluation. Responsiveness includes, but is not limited to:

- Timely submission
- Completion of required forms and certifications
- Submission of Fee Proposal (Exhibit A)

1.6.3 Evaluation Criteria

Responsive proposals will be evaluated based on, but not limited to, the following criteria:

- **Cost and Fees**, including account fees, transaction costs, and earnings credit or interest rates
- **Ability to Meet Required Services**, including Depository, Cash Management and Payment Services
- **Technology and Security**, including online banking, fraud prevention, and reporting capabilities
- **Experience and Financial Stability**, including experience serving public entities
- **Customer Service and Transition Plan**, including responsiveness and implementation approach

1.6.4 Clarifications and Presentations

After receiving proposals, the College may:

- Request written clarifications from Proposers
- Request additional documentation
- Invite one or more Proposers to participate in interviews or presentations

Clarifications or presentations may be used to further understand services, pricing, or technical capabilities and shall not be used to materially revise proposals.

1.6.5 Ranking and Recommendation

Following evaluation, proposals may be ranked by the evaluation committee. The committee will make recommendations for award based on proposals determined to be in the **best interest of the College**.

1.6.6 Board Approval

Any recommendation for award resulting from this RFP is subject to final approval by the Hill College Board of Regents. The evaluation committee's recommendation does not constitute a contract award. Hill College is not obligated to award a contract as a result of this RFP and reserves the right to take no action following receipt of proposals.

1.7 Hill College's Reservation of Rights/Unbalanced Proposal

HC reserves the right, in its sole discretion and to the extent permitted by law, to:

- Reject any or all proposals received
- Waive minor irregularities, informalities, or technical defects in proposals
- Request clarification, additional information, or documentation from any Proposer
- Conduct discussions or negotiations with one or more Proposers
- Cancel this RFP in whole or in part at any time if deemed to be in the best interest of Hill College
- Award a contract in a manner determined to provide the **best value** to HC

HC further reserves the right to evaluate proposals for **overall reasonableness of pricing and fee structures**. Proposals that appear to contain **unbalanced pricing**, pricing that is not representative of HC's anticipated usage, or pricing that may pose financial, operational, or service delivery risk to HC may be considered less advantageous and may be rejected or

downgraded during evaluation.

No action by HC shall constitute an obligation to award a contract, and no Proposer shall have any claim against HC based solely on the issuance of the RFP or the evaluation, ranking, or rejection of any proposal.

1.8 Proposer's Acceptance of Evaluation Methodology

By submitting a proposal in response to this Request for Proposal (RFP), the Proposer acknowledges that it has reviewed, understands and accepts the evaluation criteria, methodology, and process described herein.

The Proposer further acknowledges that the College will evaluate proposals on a competitive, best-value basis in accordance with applicable Texas law, including Texas Education Code §51.003, and applicable College policies. The Proposer agrees that the College may exercise reasonable professional judgment in evaluating proposals, including consideration of pricing structures, services offered, compliance with statutory requirements, and overall benefit to the College.

Submission of a proposal constitutes the Proposer's acceptance that the College's evaluation and selection process is conducted in good faith and that the College's determinations, including ranking and recommendation for award, are subject to final approval by the Hill College Board of Regents. No Proposer shall have a claim against the College based solely upon disagreement with the evaluation methodology, scoring, or selection outcome.

1.9 No Reimbursement for Costs

Proposer acknowledges and accepts that any costs incurred from the Proposer's participation in this RFP shall be at the sole risk and responsibility of the Proposer. Proposer understands and agrees that (1) this RFP is a solicitation for proposals and HC has made no representation written or oral that one or more agreements with HC will be awarded under this RFP; (2) HC issues this RFP predicated on HC's anticipated requirements for the Services, and HC has made no representation, written or oral, that any particular scope of services will actually be required by HC; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a proposal in response to this RFP.

1.10 Eligible Respondents

Only financially qualified, lawfully organized financial institutions eligible to serve as a public depository in the State of Texas may submit proposals.

1.11 Proposal Validity Period

Each proposal must state that it will remain valid for HC's acceptance for a minimum of one hundred twenty (120) days after the Submittal Deadline to allow time for evaluation, selection, and any unforeseen delays.

1.12 Equal Opportunity Employer

HC is an equal opportunity employer and does not discriminate in awarding contracts or employment of persons because of their race, sex, age, religion, national origin, veteran, disabled or handicap status or any other characteristic protected by law. H C requires companies with which it conducts business to be equal opportunity employers and comply

with all applicable federal, state and municipal laws and regulations regarding contracting and employment practices.

1.13 House Bill 1295

The Texas Legislature adopted House Bill 1295, which was added to Section 2252.908 of the Government Code. The law states that a governmental entity agency or state agency may not enter into certain contracts with a business entity unless the business submits a disclosure of interested parties (Form 1295). This disclosure requirement applies to a contract entered into on or after January 1, 2016.

If awarded a contract, the vendor may be required to complete and submit this form. HC will be unable to execute, and services cannot be performed until the process is complete.

https://www.ethics.state.tx.us/filinginfo/1295/

SECTION 2

NOTICE TO PROPOSER

2.1 Schedule of Events

Hill College ("HC") anticipates the following schedule for this RFP. HC reserves the right to modify this schedule at any time by written Addendum.

Event	Date	Time
RFP Issued	Monday, June 15, 2026	—
Deadline for Written Questions	Monday, June 29, 2026	2:00 PM CT
Responses to Questions / Addenda Issued (if any)	Thursday, July 2, 2026	—
Proposal Submission Deadline	Thursday, July 16, 2026	**3:00 PM CT**
Evaluation of Proposals	July 17 – July 22, 2026	—
Possible Interviews / Presentations (if necessary)	July 23 – July 27, 2026	—
Board of Regents Consideration	Mid to Late July 2026	—
Anticipated Contract Start Date	August 1, 2026	—

Proposers are solely responsible for monitoring this RFP for addenda and schedule changes. Only written Addenda issued by HC shall modify the Schedule of Events.

2.2 Purpose of Notice

This Notice to Proposers provides general information, instructions, and conditions applicable to this Request for Proposal (RFP). Proposers are responsible for fully understanding and complying with all requirements contained in this RFP.

Issuance of this RFP does not constitute an agreement or commitment by Hill College ("HC") to enter a contract, to pay any costs incurred in the preparation of a proposal, or to procure any services.

2.3 Submission of Proposals

Proposals must be submitted in accordance with the instructions, format, and deadlines specified in this RFP and the Schedule of Events. Proposals received after the stated deadline will be deemed non-responsive and will not be considered.

The Request for Proposal (RFP) including all addenda, is available on the Hill College website at: https://www.hillcollege.edu/About/Bid-Request.html. Proposers are responsible for monitoring the website for any updates or addenda.

Proposers are solely responsible for ensuring timely receipt of proposals by HC at the designated location.

Proposals received after the stated deadline will be deemed non-responsive, will not be accepted, and will not be considered.

2.4 Communication Restrictions

All communications regarding this RFP must be directed solely to the HC contact identified in the Schedule of Events. Except as expressly authorized, Proposers are prohibited from

making unsolicited contact with other HC employees, officers, or members of the Board of Regents regarding this procurement.

Failure to comply with this provision may result in disqualification.

2.5 Addenda

HC reserves the right to revise, amend, or supplement this RFP through the issuance of written Addenda. Addenda will be issued by HC and made available in the manner specified in this RFP.

Only written Addenda issued by HC shall be binding. Proposers are responsible for monitoring, acknowledging, and incorporating all issued Addenda into their proposals.

2.6 Proposal Preparation and Responsiveness

Proposals shall be prepared in a clear, concise manner and shall address all requirements of this RFP. Proposers are encouraged to limit responses to information relevant to demonstrating their qualifications and ability to provide the proposed Depository and Banking Services.

HC reserves the right to reject proposals that contain excessive, irrelevant, or unrequested material.

2.7 Errors, Omissions, and Clarifications

Proposers are responsible for the accuracy and completeness of their proposals. HC reserves the right to request clarifications or additional information from one or more Proposers but is under no obligation to do so.

Proposers submitting ambiguous, incomplete, or inaccurate proposals do so at their own risk.

2.8 Confidentiality and Public Information

Proposers are advised that proposals are subject to the Texas Public Information Act, as described in Section 1 of this RFP. HC will handle proposal materials in accordance with applicable law.

2.9 Acceptance of RFP Conditions

Submission of a proposal constitutes the Proposer’s acknowledgment that it has read, understands, and agrees to be bound by the terms, conditions, and requirements set forth in this RFP.

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Number of Copies

Proposer shall submit **one (1) complete proposal** with original signatures by an authorized officer of Proposer.

3.2 Submission

Proposals must be received by HC on or before the **Submittal Deadline** identified in the Schedule of Events.

Physical delivery or Common Carrier (FedEx, UPS, Etc.):
Hill College
Attn: **Katrina Mangum, Director of Procurement**
112 Lamar Drive
Hillsboro, Texas 76645

Electronic Submission:
kmangum@hillcollege.edu

Proposer is responsible for ensuring timely delivery of the proposal in one or more of the submission methods identified above. Proposals received after the deadline will not be accepted.

3.3 Submittal Checklist

Proposer must complete, sign, and submit the following documents as a part of its proposal. **Failure to submit any required item may result in rejection of the proposal.**

3.3.1 Signed and Completed **Execution of Offer** (refer to Appendix One)

3.3.2 Signed and Completed **Fee /Pricing Proposal** (refer to **Exhibit A** of this RFP)

3.3.3 Responses to **Proposer's General Questionnaire** (refer to Appendix One)

3.3.4 Signed and Completed **Addenda Acknowledgment** (refer to Appendix One)
It is the Proposer's responsibility to ensure receipt of all issued addenda. Addenda, if any, can be obtained by emailing **kmangum@hillcollege.edu**.

3.3.5 Signed and Completed **Felony Conviction Notification Form** (refer to Appendix One)

3.3.6 Signed and Completed **Delinquent Franchise Taxes Form** (refer to Appendix One)

3.3.7 Signed and Completed Disclosure of Interested Parties (Form 1295), if applicable, in accordance with the Texas Government Code §2252.908.

SECTION 4

CONTRACTUAL TERMS AND CONDITIONS

4.1 Depository and Banking Services Agreement

The contractual relationship between Hill College ("HC") and the selected Proposer shall be governed by a **Depository and Banking Services Agreement** executed by the parties and approved by the Hill College Board of Regents.

Except as expressly stated otherwise in this RFP, the rights, duties, obligations, and terms applicable to the provision of Depository and Banking Services shall be set forth in the Depository and Banking Services Agreement. The RFP, together with the selected Proposer's response and any mutually agreed-upon modifications, may be incorporated by reference into the final agreement.

HC reserves the right to negotiate final contract terms consistent with applicable Texas law, Board policy, and the requirements of the College. Failure to reach mutually acceptable contract terms may result in HC discontinuing negotiations and entering into discussions with the next highest-ranked Proposer or taking no action.

No contract shall be binding until approved by the Hill College Board of Regents and fully executed by authorized representatives of both parties.

SECTION 5

SPECIFICATIONS AND SCOPE OF WORK

5.1 General Overview

Hill College ("HC") is seeking a qualified financial institution to provide comprehensive Depository and Banking Services. The selected Proposer ("Depository") shall provide all services, personnel, systems, and support necessary to meet the College's operational, financial, and regulatory requirements.

The Depository shall deliver services that ensure:

- Safekeeping and security of all College funds
- Efficient and effective cash management operations
- Compliance with applicable laws and regulations
- High-quality customer service and support

The College does not guarantee any minimum volume of transactions, account balances, or utilization of services under this Agreement.

5.2 Account Services

The Depository shall provide and maintain all accounts necessary to support HC operations, which may include:

- Non-interest bearing and interest-bearing demand deposit accounts
- Payroll accounts
- Clearing and disbursement accounts
- Investment or sweep accounts (if applicable)

5.3 Deposit and Collection Services

The Depository shall provide all services necessary for efficient and secure deposit processing, Including:

- Over-the-counter and electronic deposits
- Remote deposit capture (RDC)
- Night Depository Services, if applicable
- Timely crediting of funds

The Depository shall ensure that deposits are processed accurately and in a timely manner in accordance with industry standards.

5.4 Disbursement Services

The Depository shall provide payment processing services to support HC operation, including:

- Check processing and clearing
- Automated Clearing House (ACH) origination and receipt
- Wire Transfer services (domestic and, if applicable, international)
- Stop Payment Services

- Check issuance support, if required

All disbursement services shall include appropriate controls and security measures.

5.5 Cash Management and Treasury Services

The Depository shall provide comprehensive cash management services, including:

- Online banking platform with real-time or near real-time access
- Balance reporting and transaction detail
- Funds transfer capabilities
- Standard and customizable reporting

The Depository shall support efficient cash positioning and liquidity management.

5.6 Fraud Prevention and Security

The Depository shall provide robust fraud prevention and security tools, including:

- Positive Pay for check transactions
- ACH fraud controls (e.g., ACH blocks and filters)
- Dual authorization for electronic transactions
- Multi-factor authentication (MFA)
- Real-time alerts for suspicious activity

The Depository shall maintain strong internal controls and assist HC in mitigating fraud risk.

5.7 Technology and System Integration

The Depository shall provide secure and reliable technology solutions, including:

- Web-based banking platforms with role-based access
- Secure file transmission capabilities (e.g., SFTP)
- Compatibility with HC's financial systems
- Standard banking file formats (e.g., NACHA, BAI2, CSV)
- Maintain information security practices consistent with industry standards and provide, upon request, SOC 1, SOC 2, or equivalent independent audit reports or summaries

The Depository shall maintain system availability and provide technical support as needed.

5.8 Collateralization and Safekeeping

The Depository shall fully comply with the Texas Government Code Chapter 2257 and related laws governing the collateralization of public funds.

The Depository shall:

- Collateralize all HC funds not insured by the FDIC
- Pledge only eligible securities
- Maintain collateral at required levels at all times
- Utilize an independent third-party safekeeping agent
- Provide periodic reports detailing pledged collateral

5.9 Reporting and Reconciliation

The Depository shall provide reporting tools and data necessary to support HC's reconciliation and financial management processes, including:

- Daily balance and transaction reports
- Electronic data downloads
- Historical reporting
- Exception reporting

Reporting must be timely, accurate, and accessible.

5.10 Customer Service and Support

The Depository shall provide a high level of customer service, including:

- Assignment of a dedicated relationship manager
- Access to a qualified treasury management support team
- Clearly defined escalation procedures
- Timely resolution of issues and inquiries

The Depository shall maintain regular communication with HC to ensure service quality.

5.11 Transition and Implementation

If the selected Depository is not the incumbent, the Depository shall provide a detailed transition plan, including:

- Implementation timeline
- Account setup and testing
- Conversion of ACH, wire, and payment services
- Staff training and onboarding
- Coordination with the HC personnel

The transition plan shall ensure full operational readiness by the contract start date.

5.12 Compliance with Laws and Policies

The Depository shall comply with all applicable federal and state laws and regulations, including but not limited to:

- Texas Education Code §51.003
- Texas Government Code Chapter 2256 (Public Funds Investment Act)
- Texas Government Code Chapter 2257 (Public Funds Collateral Act)
- Applicable banking regulations

The Depository shall also comply with HC policies and procedures.

SECTION 6

FEE PROPOSAL

6.1 General Requirements

Proposers shall submit a complete and detailed Fee Proposal using the format provided in Exhibit A. The Fee Proposal shall clearly identify all fees, rates, and charges associated with providing the Depository and Banking Services described in this RFP.

All fees must be fully disclosed and shall include, but not be limited to:

- Account maintenance fees
- Transaction fees
- Electronic banking fees
- Fraud prevention service fees
- Wire and ACH fees
- Any optional or ancillary service fees

Failure to fully disclose all applicable fees may result in disqualification or may be considered in the evaluation of proposals.

6.2 Pricing Structure

Proposers shall specify whether pricing is based on:

- Fee-based structure
- Earnings Credit Rate (ECR) offset
- Compensating balances
- Interest-bearing accounts
- Combination of the above

Proposers shall clearly explain their pricing methodology and any assumptions used.

6.3 Earnings and Interest

Proposers shall provide:

- Earnings Credit Rate (ECR), if applicable
- Interest Rates for interest-bearing accounts
- Calculation methodologies
- Frequency of rate adjustments

The College will evaluate proposals based on the overall financial benefit, including both costs and earnings potential.

6.4 Estimated Costs

Proposers shall provide an **estimated annual cost**, based on the College's anticipated Account activity and balances (if provided).

The estimate shall:

- Reflect all fees and credits
- Clearly identify assumptions
- Provide sufficient detail for evaluation

6.5 Fee Adjustments

Proposers shall indicate any proposed fee changes during the contract term, including:

- Timing and frequency of adjustments
- Basis for increases
- Any fixed-rate guarantees

6.6 Evaluation of Fees

The College will evaluate net financial benefit, including the impact of earnings credits and interest, in determining best value.

Fees will be evaluated as part of the overall best-value determination. The College will consider:

- Total cost of services
- Pricing structure and transparency
- Earnings opportunities
- Reasonableness and consistency of fees

APPENDIX ONE

REQUIRED FORMS AND CERTIFICATIONS

SECTION 1: GENERAL INFORMATION AND INSTRUCTIONS

SECTION 2: EXECUTION OF OFFER

SECTION 3: PROPOSER'S GENERAL QUESTIONNAIRE

SECTION 4: ADDENDA ACKNOWLEDGMENT

SECTION 5: FELONY CONVICTION NOTIFICATION FORM

SECTION 6: DELINQUENT FRANCHISE TAX FORM

SECTION 7: DISCLOSURE OF INTERESTED PARTIES (HB 1295)

SECTION 8: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL FORM

SECTION 9: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ENERGY FORM

SECTION 10: PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARMS ENTITY OR TRADE ASSOCIATION FORM

SECTION 11: PROHIBITION ON CONTRACTS WITH COMPANIES ON NATIONAL DEFENSE AND FOREIGN ADVERSARIES' LISTS FORM

Proposers shall complete, sign, and submit all forms contained in this Appendix as part of their proposal. Failure to submit required forms may result in the proposal being considered non-responsive.

GENERAL INFORMATION AND INSTRUCTIONS

1.1 Purpose

Hill College ("HC") is soliciting competitive sealed proposals from qualified financial institutions to provide **Depository and Banking Services**.

This Appendix establishes required forms, certifications, and proposal documentation necessary to ensure compliance with Texas law and Hill College policies.

By submitting a proposal, the Proposer certifies that it:

- Understands the scope and requirements of this RFP
- Possesses the experience, capability, and financial stability to perform the required services
- Will comply with applicable federal, state, and local laws

1.2 Proposal Instructions

Proposer shall**:**

- Submit a complete and fully responsive proposal
- Clearly identify any deviations from RFP requirements
- Include all required forms and certifications

HC reserves the right to reject proposals that are incomplete, non-responsive, or inconsistent with the requirements of this RFP.

EXECUTION OF OFFER

RFP# 25/26-003 – Depository & Banking Services

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPOSAL OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S PROPOSAL, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS AT HILL COLLEGE. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT HILL COLLEGE'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

1. Proposer agrees to provide Depository and Banking Services in accordance with the terms, Conditions, and requirements of this RFP and any resulting agreement.

2. Proposer certifies that this proposal has been prepared independently and without collusion.

3. Proposer certifies that:

   - It is a financial institution authorized to do business in the State of Texas
   - It is eligible to serve as a public funds depository
   - It maintains FDIC insurance

4. Proposer certifies that it is not delinquent in payment of any Texas franchise taxes or is exempt.

5. Proposer certifies compliance with:

   - Texas Education Code §51.003
   - Texas Government Code Chapter 2256 (Public Funds Investment Act)
   - Texas Government Code Chapter 2257 (Public Funds Collateral Act)

6. Proposer certifies that all information submitted is true, complete, and accurate.

7. Proposer acknowledges that award is subject to approval by the Hill College Board of Regents.

8. Proposer certifies that the individual signing this document is authorized to bind the Proposer.

Legal Name of Proposer: _____

Authorized Signature: _____

Name / Title: _____

Date: _____

APPENDIX ONE, SECTION 3

PROPOSER'S GENERAL QUESTIONNAIRE

Proposer shall provide responses to the following:

3.1 Company Profile

- Legal Name
- Address
- Years in banking operations
- Number of employees
- Branch locations relevant to Hill College

3.2 Financial Information

- Most recent audited financial statements (or equivalent)
- Capital Ratios (if applicable)
- Credit Ratings (if applicable)

3.3 Experience

- Experience serving public entities or higher education
- Similar depository clients

3.4 Legal / Regulatory

- Any material litigation within past 5 years
- Any regulatory enforcement actions

3.5 Conflicts of Interest

Disclosure of any relationships with Hill College employees or Board members

APPENDIX ONE, SECTION 4

ADDENDA ACKNOWLEDGEMENT

Proposal of: _____
(Proposer Company Name)

To: HILL COLLEGE

Ref.: DEPOSITORY AND BANKING SERVICES

RFP No.: 25/26-003

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable). It is the Proposer's responsibility to make sure they have obtained all addenda. Addenda, if any, may be obtained by emailing kmangum@hillcollege.edu. Failure to acknowledge addenda may result in rejection.

ADDENDUM NO.	DATE

Respectfully submitted,

Proposer: _____

By: _____

Name: _____
(Authorized Signature)

Title: _____

Date: _____

APPENDIX ONE, SECTION 5

FELONY CONVICTION NOTIFICATION FORM

HILL COLLEGE
REQUEST FOR PROPOSAL
NO. 25/26-003

Texas Education Code Section 44.034 Notification of Criminal History, Subsection (a), states a person or business entity that enters into a contract with a College must give advance notice to the College 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.

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

Please print or type:

REQUIRED INFORMATION	REQUIRED RESPONSE
Company Official's Name (printed):	
My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.	
My firm is not owned nor operated by anyone who has been convicted of a felony.	
My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	
Name of felon(s):	
Detail of conviction:	
Signature of company official:	
Signature (printed):	
Title:	
Date:	

APPENDIX ONE, SECTION 6

DELINQUENT FRANCHISE TAXES FORM

HILL COLLEGE
REQUEST FOR PROPOSAL
NO. 25/26-003

Each corporation contracting with the College shall certify that its franchise taxes are current. If the corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to Texas franchise tax, it shall certify a statement to that effect. Making a false statement as to corporate franchise tax status shall be considered a material breach of the contract and shall be grounds for cancellation of the contract.

I, the authorized agent for the corporation, named below, certify that the information concerning delinquent franchise taxes has been reviewed by me and the following information is true to the best of my knowledge.

Vendor Name: _____

Authorized Vendor Official's Printed Name: _____

A. The corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to Texas franchise tax, therefore, I am submitting a certified statement to that effect.

   Signature of Vendor Official: _____

B. The corporation is subject to Texas franchise tax. I hereby certify that there is no delinquent Texas franchise tax pending against corporation.

   Signature of Vendor Official: _____

C. I hereby certify that there is delinquent Texas franchise tax pending against the corporation.

   Signature of Vendor Official: _____

APPENDIX ONE – SECTION 7

DISCLOSURE OF INTERESTED PARTIES (HB 1295)

Proposer acknowledges requirement to file form 1295 if awarded.
https://www.ethics.stat.tx.us/filinginfo/1295/

APPENDIX ONE, SECTION 8

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISREAL FORM – HOUSE BILL 89

HILL COLLEGE
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The undersigned affirms that he/she is duly authorized to provide this information by the person(s) or business entity making the proposal and the information provided below concerning companies that boycott Israel thoroughly reviewed and verified and is, therefore, current, true and accurate to the best of my knowledge.

Pursuant to the provisions of Subtitle F, Title 10, Texas Government Code, section 2270.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes, and

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

___ Does not boycott Israel currently, and

___ Will not boycott Israel during the term of the contract with Hill College.

Name of Business Entity: _____

Authorized Signature: _____

Printed Name & Title: _____

Date: _____

APPENDIX ONE, SECTION 9

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ENERGY COMPANIES

HILL COLLEGE
REQUEST FOR PROPOSAL
NO. 25/26-003

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ENERGY COMPANIES

If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.

“Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
(A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).”

I, _____, the _____
(Name of Certifying Official) (Title or Position of Certifying Official)

of _____, (Name of Company)

does hereby verify on behalf of said company to Hill College that said company:

_____ Does not Boycott energy companies

_____ Will not Boycott energy companies (as that term is defined in Texas Government Code Section 809.001) during the term of this contract;

_____
Signature of Certifying Official Title

_____
Date of Certification

APPENDIX ONE, SECTION 10

PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARMS ENTITY OR TRADE ASSOCIATION

HILL COLLEGE
REQUEST FOR PROPOSAL
NO. 25/26-003

If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies 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. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
(ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association."

I, _____, the _____
(Name of Certifying Official) _____ (Title or Position of Certifying Official)

of _____, (Name of Company)

does hereby verify on behalf of said company to Hill College that said company: (check one)

_____ Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association
_____will not discriminate during the term of the contract against a firearm entity or firearm trade association;

_____
Signature of Certifying Official Title

_____
Date of Certification

APPENDIX ONE, SECTION 11

PROHIBITION ON CONTRACTS WITH COMPANIES ON NATIONAL DEFENSE AND FOREIGN ADVERSARIES LIST – EXECUTIVE ORDER GA-48

HILL COLLEGE
REQUESTFOR PROPOSAL
NO. 25/26-003

Pursuant to **Executive Order GA-48**, issued by Governor Greg Abbott on **November 19, 2024**, the Supplier certifies that neither the company, nor any of its **holding companies, subsidiaries, or affiliates**, is:

A. Listed in Section 889 of the **2019 National Defense Authorization Act (NDAA)**; or
B. Listed in Section 1260H of the **2021 National Defense Authorization Act (NDAA)**; or
C. **Owned by** the government of a country on the **U.S. Department of Commerce's foreign adversaries list** under 15 C.F.R. § 791.4; or
D. **Controlled by** any governing or regulatory body located in a country on the **U.S. Department of Commerce's foreign adversaries list** under 15 C.F.R. § 791.4.

The Supplier further certifies that it does not engage in any **contractual, business, or operational** activities that would otherwise **grant access, control, or influence** to an entity meeting any of the above-listed criteria.

If at any time during the term of the contract, the Supplier becomes aware of any such affiliation or activity, it shall immediately notify **Hill College**. The contract may be subject to termination, and the Supplier may face legal action as deemed necessary by the College.

By signing below, the Supplier **acknowledges and certifies compliance** with this requirement:

_____

Company Name

_____

Signature of Authorized Official

_____

Printed Name & Title of Authorized Official Date

APPENDIX TWO

DEPOSITORY AND BANKING SERVICES AGREEMENT

THIS DEPOSITORY AND BANKING SERVICES AGREEMENT ("Agreement') is made and entered into by and between Hill College, a public community college district organized under the laws of the State of Texas ("College" or "HC"), and [Bank Name], a financial institution authorized to do business in the State of Texas ("Depository").

1. TERM

This Agreement shall commence on **August 1, 2026**, and shall remain in effect for a period of **[3] years**, unless earlier terminated in accordance with this Agreement. Any renewal shall be subject to approval by the Hill College Board of Regents.

2. SCOPE OF SERVICES

Depository shall provide all Depository and Banking Services described in:

- The Request for Proposals (RFP No. 25/26-003)
- Depository Proposal
- This Agreement

Services shall include, but are not limited to:

- Account Services (Section 5.2)
- Deposit and collection services (Section 5.3)
- Disbursement Services (Section 5.4)
- Cash Management Services (Section 5.5)
- Fraud Prevention and security (Section 5.6)
- Technology and reporting (Section 5.7-5.9)

3. COMPLIANCE WITH LAW

Depository shall comply with all applicable federal and state laws, including but not limited to:

- Texas Education Code §51.003 (Depositories)
- Texas Government Code Chapter 2256 (Public Funds Investment Act)
- Texas Government Code Chapter 2257 (Public Funds Collateral Act)
- Federal Banking Regulations
- FDIC requirements

Depository represents that it is eligible to serve as a public funds' depository under Texas law.

4. ACCOUNT SERVICES

Depository shall provide and maintain all accounts required to support College operations, including demand deposit accounts, payroll accounts, and related services as described in Section 5 of the RFP.

5. CASH MANAGEMENT AND PAYMENT SERVICES

Depository shall provide:

- ACH Origination
- Wire Transfer Services
- Check processing and clearing
- Online banking access
- Funds transfer capabilities

All transactions shall include appropriate security controls, including dual authorization where applicable.

6. FRAUD PREVENTION AND SECURITY

Depository shall provide commercially reasonable fraud prevention tools, including:

- Positive Pay for check transactions
- ACH blocks and filters
- Multi-factor authentication
- Real-time transaction monitoring (where available)

Depository shall promptly notify the College of any suspected fraudulent activity or unauthorized transactions affecting College accounts.

7. TECHNOLOGY AND REPORTING

Depository shall provide:

- Secure online banking platform with role-based access
- Daily balance and transaction reporting
- Standard file formats (e.g., NACHA, BAI2)
- Secure data transmission capabilities

Depository shall maintain system availability and provide technical support.

8. COLLATERALIZATION AND SAFEKEEPING

Depository shall fully comply with Texas Government Code Chapter 2257.

- All funds in excess of FDIC insurance shall be fully collateralized
- Collateral shall consist of eligible securities
- Collateral shall be held by an independent third-party safekeeping agent acceptable to HC
- Depository shall monitor collateral daily and provide reports upon request
- Depository shall not substitute pledged collateral without prior notice to and approval by HC
- Collateral shall be valued at market value and monitored to ensure compliance with required collateral at all times

9. FEES AND EARNINGS

Fees shall be in accordance with the Fee Proposal (Exhibit A).

Depository shall provide:

- Earnings Credit Rate (ECR), if applicable
- Interest Rates on interest-bearing accounts

- Transparent fee structures

All fees must be fully disclosed and consistent with the proposal.

10. RECORDS AND AUDIT

Depository shall:

- Maintain accurate records of all College accounts and transactions
- Retain records in accordance with applicable law
- Provide access to records to College, auditors, and state agencies as required

11. CONFIDENTIALITY AND DATA SECURITY

Depository shall protect all College data in accordance with:

- Gramm-Leach-Bliley Act
- Texas Public Information Act (as applicable)
- Applicable cybersecurity standards

Depository shall notify the College promptly (within a commercially reasonable timeframe) of any data breach affecting College information.

Depository shall maintain information security practices consistent with industry standards and shall provide, upon request, SOC 1, SOC 2, or equivalent independent audit reports or summaries.

12. BUSINESS CONTINUITY

Depository shall maintain a business continuity and disaster recovery plan sufficient to ensure uninterrupted service or timely restoration of services.

Depository shall provide summary information regarding such plans upon request.

13. TRANSITION SERVICES

Upon expiration or termination of this Agreement, Depository shall:

- Cooperate fully in transitioning services
- Provide account data and support as needed
- Ensure continuity of College operations

14. TERMINATION

14.1 Termination for Convenience

The College may terminate this Agreement upon 30 days written notice.

14.2 Termination for Cause

The College may terminate this Agreement immediately for:

- Material breach
- Failure to comply with applicable law
- Failure to maintain collateralization

15. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be construed as a waiver of sovereign or governmental immunity of the College.

16. LIMITATION OF TERMS

Any contract provisions inconsistent with Texas law shall be limited to the extent permitted by law.

17. ASSIGNMENT

Depository may not assign this Agreement without prior written consent of the College.

18. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Texas.
Venue shall lie in Hill County, Texas.

19. FORCE MAJEURE

Neither party shall be liable for failure to perform due to causes beyond its reasonable control, including natural disasters, government action, or other force majeure events.

20. ENTIRE AGREEMENT

This Agreement, together with the RFP and Depository's Proposal, constitutes the entire agreement between the parties.

SIGNATURES
HILL COLLEGE

By: _____

Name: _____

Title: _____

Date: _____

[BANK NAME]

By: _____

Name: _____

Title: _____

Date: _____