



**REQUEST FOR PROPOSAL (RFP)**

**RFP NO. 20-08 Bank Depository Services**

RETURN PROPOSAL  
IN DUPLICATE

TO:

College of the Mainland  
Attn: Purchasing Department  
1200 Amburn Road  
Texas City, TX 77591

**RETURN NO LATER THAN 2:00 P.M.**  
**July 2, 2019**

For additional information, contact Sonja Blinka at [sblinka@com.edu](mailto:sblinka@com.edu) 409-933-8474

**You must sign below in INK; failure to sign WILL disqualify the offer.**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

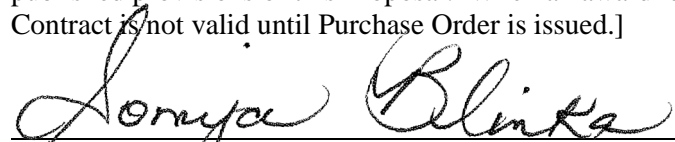
Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

[Your signature attests to your offer to provide the goods and/or services in this Proposal according to the published provisions of this Proposal. When an award letter is issued, it becomes a part of this contract. Contract is not valid until Purchase Order is issued.]

  
\_\_\_\_\_  
Sonja Blinka, Director of Purchasing

\_\_\_\_\_  
June 17, 2019  
Date

## NOTICE TO VENDORS

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*College of the Mainland is accepting proposals for:*

**RFP 20-08 – Bank Depository Services**

**Due: 2:00 p.m. Tuesday, July 2, 2019**

This is a competitive request for proposal only and not an offer to purchase Bank Depository Services. To be considered a responsive offer, mail the Original Signed proposal, proposal sheets and any other requested information in duplicate in a sealed envelope on the forms provided herein to:

Attn: Sonja Blinka, Buyer  
College of the Mainland  
1200 Amburn Road  
Texas City, Texas 77591

Proposal envelopes must be clearly marked with the following:

- (1) RFP 20-08 Bank Depository Services
- (2) Proposal Due Date and time **&** your Company Name and Return Address

***Proposals received after this time will be returned unopened. In case of mailed proposals or correspondence concerning proposals, the College will not be held responsible for missing, lost, or late mail.***

The Board of Trustees reserves the right to reject any and all Proposals and waive any and all formalities and conditions. College of the Mainland shall accept the Proposal determined by the College to be in its best interest. It is not the intent of any condition or specification in the proposal to prohibit any responsible contractor from submitting a Proposal.

Attached are exhibits which will provide you with the necessary information to prepare your proposal.

## PROJECT OVERVIEW

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### **ISSUED BY:**

College of the Mainland  
Purchasing Department  
1200 Amburn Road  
Texas City, Texas 77591

### **SUBMIT INQUIRIES IN WRITING TO:**

Sonja Blinka  
Buyer  
Phone: (409)933-8474  
Fax: (409)933-8020  
Email: [sblinka@com.edu](mailto:sblinka@com.edu)

### **REQUESTING ORGANIZATION: FINANCIAL SERVICES**

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Clen Burton  
VP of Fiscal Affairs  
College of the Mainland  
1200 Amburn Rd.  
Texas City, TX 77591

Trudy Trochessett  
Controller  
College of the Mainland  
1200 Amburn Rd.  
Texas City, TX 77591

### **SUMMARY**

College of the Mainland in Texas City, Texas, seeks a qualified, talented and experienced agency to perform Bank Depository Services on an as needed basis under a Services Contract.

College of the Mainland is a public, two-year community college of 4,000 students in credit classes each fall. The college is known for outstanding achievement in student success, and has a regional or national reputation for its fine arts, petrochemical technology, nursing, public service, and other workforce programs.

### **APPROVAL**

This procurement is subject to approval by the COM Board of Trustees. Subsequent to Board approval, the only person authorized to commit COM contractually is the President or designee.

### **RFP OPENING TIME/LOCATION**

Proposals in original form for work described herein must be **received** by 2:00 p.m. CST on July 2, 2019 in the Purchasing Department, 1200 Amburn Road, Texas City, Texas 77591. Submittals will remain sealed until they are opened publicly immediately following the time due. *Only the names of the respondents will be read aloud.*

### **AWARD TERM**

It is the College's intention to award this contract for approximately five years . The initial contract term will begin upon contract award through August 31, 2021, with annual options to renew at the start of each fiscal year beginning on September 1 each year thereafter for no longer than five consecutive years upon concurrence by both COM and the selected agency.

### **OBLIGATION**

This Request for Proposal does not obligate COM to award a contract or pay any costs incurred by the respondent in the preparation and/or submittal of a submittal.

## **WAIVERS**

BY SUBMITTING A SUBMITTAL OR OFFER, RESPONDENT AGREES TO AND DOES HEREBY WAIVE ANY AND ALL CLAIMS IT HAS OR MAY HAVE AGAINST COLLEGE OF THE MAINLAND, AND ITS TRUSTEES, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY SUBMITTAL OR OFFER; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, REQUEST FOR QUALIFICATION PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY SUBMITTAL OR ANY PART OF ANY SUBMITTAL OR OFFER; (4) WAIVER BY THE COLLEGE OF THE MAINLAND OF ANY TECHNICALITIES IN THE SUBMITTAL PACKAGE OR ANY SUBMITTAL OR OFFER; (5) WAIVER OR CHANGE IN ANY NON-MATERIAL PROVISION OF THE SOLICITATION PACKAGE OR MATERIALS THAT DO NOT ADVERSELY AND SPECIFICALLY AFFECT THE PREVIOUSLY SUBMITTED QUALIFICATIONS OR OFFERS; AND/OR (6) THE AWARD OF A CONTRACT, IF ANY.

COLLEGE OF THE MAINLAND, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO ACCEPT ANY SUBMITTAL AND/OR REJECT ANY AND ALL SUBMITTALS OR A PART OF A SUBMITTAL, WITHOUT REASON OR CAUSE, SUBMITTED IN RESPONSE TO THIS SOLICITATION.

COLLEGE OF THE MAINLAND RESERVES THE RIGHT TO REJECT ANY SUBMITTAL FOR ANY REASON AND/OR REJECT ANY NON-RESPONSIVE OR CONDITIONAL SUBMITTAL.

COLLEGE OF THE MAINLAND RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES, IRREGULARITIES, AND/OR TECHNICALITIES IN THIS SOLICITATION, THE SUBMITTAL DOCUMENTS, AND/OR ANY SUBMITTALS RECEIVED OR SUBMITTED.

COM is an equal opportunity/educational institution, which does not discriminate on the basis of race, color, religion, national origin, gender, age or disability.

## **PROPOSED SCHEDULE OF RFP PROCESS**

The schedule below is to the best of the known events and hereby considered <u>preliminary</u> . <i>This schedule may be modified or changed at the sole discretion of COM.</i>	
1 <sup>st</sup> Advertisement	06/17/19
2 <sup>nd</sup> Advertisement	06/24/19
Vendor Proposal Questions Due	06/25/19
Response to Questions & Formal Addendum	06/26/19
Proposal Due Date and Bid Opening	07/2/19
July Board Meeting for Approval to Proceed	7/24/19
Contract Start Date	9/1/19

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

## **INSTRUCTIONS TO RESPONDING PARTIES**

### **1. COLLEGE'S RIGHTS**

- a. This RFP solicitation does not in any way obligate the College to select a particular, or any, responding party for the provision of services outlined in this RFP.
- b. The College reserves the right to accept, reject, and/or solicit additional responses, and to waive any technicalities or irregularities in any submission documents.
- c. Further, the College reserves the right to select one or more respondents based on the best overall responses submitted to the College with consideration given to demonstrated competence, knowledge, and qualifications to perform the services set forth in this RFP.

### **2. ELIGIBILITY FOR AWARD**

- a. Each responding party shall complete, and submit with the RFP, the applicable forms contained in the solicitation. When a special license or permit is required by Federal, State or Local law or ordinance, the responding party must be properly licensed prior to submitting an RFP to COM and must furnish evidence of such with the RFP.
- b. For a responding party to be eligible to be assigned to the vendor, the submittal must be responsive to the solicitation and COM must be able to determine that the responding party is responsible, has the resources and capacity to perform the resulting contract satisfactorily, and is the most highly qualified.
- c. Responsive submittals are those that comply with all material aspects of the solicitation, conform to the solicitation documents, and meet the requirements set forth in this solicitation. Submittals which do not comply with all of the terms and conditions of this solicitation will be rejected as non-responsive.
- d. Responsible respondents, at a minimum, must meet the following requirements:
  - Have adequate financial resources, or the ability to obtain such resources immediately upon award as required during the performance of any resulting contract;
  - Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
  - Have a satisfactory record of past performance;
  - Have necessary personnel, management, and technical capability to perform any resulting contract;
  - Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements;
  - In accordance with applicable industry standards, hold any necessary license, certification, or permit required for conducting the business of the vendor and as contemplated by this RFP;
  - Have experience in performing similar contracts to that contemplated by this RFP;

- Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; and is not delinquent in taxes owed to the College of the Mainland; signing and submitting the response is so certifying to such non-delinquency; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

## 1. Proposer Response

General: Your Technical Proposal should clearly define (i) your Firm's total capacity and capabilities, (ii) your qualifications to perform the work, (iii) your ability to perform the services outlined in the Scope of Services, (iv) your understanding of COM, and (v) what differentiates you from your competitors. At a minimum, your Technical Proposal shall include the following:

a. Cover letter

The cover letter shall not exceed 1 page in length, summarizing key points in the proposal and shall briefly furnish background information about your firm, including date of founding, legal form (sole proprietorship, partnership, corporation/state of incorporation), number and location of offices, location of company headquarters/main office, total number of employees' company-wide and total number of employees in the State of Texas, and principal lines of business. Certify that the firm is legally permitted or licensed to conduct business in the State of Texas for the services offered.

**Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using consultants.) COM will contract only with the individual firm or formal organization that submits a response to this RFP.**

b. Table of Contents

Immediately following the cover letter and introduction, include a complete table of contents for material included in the response documents.

c. Tab 1: Firm's Qualification/Experience and Qualifications of Personnel and Team

i. Qualifications & Experience of the Firm: This section should illustrate the reputation of proposer and quality of service. Provide a brief description of your firm, including the total number of supporting personnel related to providing the services of the type and kind required in this RFP.

1. Provide firm's principal(s) and staff commitment in providing the services required in this solicitation.
2. Provide firm's overall ability in providing the services required in this solicitation.
3. Demonstrate firm's understanding, knowledge and experience of the solicitation requirements.
4. Provide examples of your firm civic activities including awards and recognitions.

ii. Provide a detailed list where your firm has provided services of the type and kind required in this RFP for each phase/task during the past 3 years including but not limited to public and private organizations including: state agencies, state institutions of higher education, cities, counties, school districts, junior colleges, or other special authorities and districts.

COM may verify all information furnished. As a minimum, include the following per project experience:

1. Project Name, Location – Year Completed.
2. Brief project description describing your experience, work performed by your firm and work subcontracted.
3. Owner's Name, title, and current phone number.
4. Identify firm's role; completion date; and contract name(s).
5. The methods of delivery used and how the firm maintains quality control.
6. Provide documented experience in providing the types of services described herein especially related to community or junior college experience or higher education facilities experience and with regard to accomplishment of past engagements involving services of the type and kind required in this RFP. List if firm was prime or subcontractor.

This section should also discuss the proposed designated staff of the responding firm (key personnel) committed to COM and providing the services described in this solicitation.

- iii. Key Personnel: Identify key personnel that would be assigned to COM and that will provide the services described in the Scope of Services for each phase/task. Include an organizational chart, which identifies key personnel and their particular roles in furnishing the services required under this RFP. Describe how the team will be organized to deliver the services defined in this RFP.
- iv. Provide brief resumes (not more than one (1) page) for each key personnel. The resumes must clearly specify the number of years the personnel has been providing the type of services as described in this RFP.

Please include the following:

1. A brief description of their unique qualifications, experience and education as it pertains to services of the type and kind required in this RFP.
  2. Availability and commitment of the respondent, its principal(s) and assigned professionals to undertake the services described in this RFP.
  3. Personnel's job functions, role, percent of time to be assigned to this account and physical office location.
  4. Designate the individual, who is authorized to sign and enter into any resulting contract.
  5. Provide a list of similar accounts where they have provided services of the type and kind required in this solicitation and include detailed description of their particular role in the account and length of time on the account.
- d. Tab 3 – Proposed Approach & Methodology  
This section should describe and discuss your proposed approach and methodology in providing the services of the type and kind required in this RFP. By reading the proposed approach and methodology overview, COM must be able to gain a comfortable grasp and clear understanding of the level of services to be provided and the methods proposed by the firm to provide them. A detailed explanation shall be included to understand how the services comply with the requirements of this RFP.



- i. Proposer shall respond to all requirements and questions noted in Section 1.
- ii. Provide a detailed implementation plan with projected start and end dates of completion for each task of each phase/task from delivery of service to COM. List any required COM resources or expectations needed in order to meet the proposed timeline.
- iii. Proposer must provide an approach and methodology overview which consists of a concise and detailed description of the requested services proposed in response to this RFP and the ability to perform and provide the required and requested services.
- iv. COM intends that each proposer provide a detailed and comprehensive description of all services that the proposer will provide if it enters into a contract pursuant to the RFP.
- v. Quality: Please identify the key metrics you propose to use to measure your performance in delivering services of the type and kind required in this RFP to COM. Your response should indicate the frequency of the measurement, how it will be used to continually improve performance, and how this information will be shared with COM. Your response should include how do you measure and monitor quality of work, ensure delivery is met, and how problems are tracked, escalated (if required) both internally and with the customer.
- vi. Customer Satisfaction: How do you measure and monitor customer satisfaction; describe the method used, frequency, and how results are reported.
- vii. Capabilities and Capacity: Proposer shall clearly define its in-house capability and capacity to perform the work identified in the Scope of Services of this RFP. Your response must describe the various technologies, tools, methods, and technical expertise that you will provide to COM and/or that will be used in the delivery of the services and how that will be of benefit in the delivery of services to COM.

e. Tab 4 - Past Performance and References

This section should establish the ability of the respondent (and its sub-consultant), if any to satisfactorily perform the required work.

- i. Provide contact information for the list of accounts noted in Tab 1 above, COM may verify all information furnished. The list of accounts should include accounts that demonstrate the ability to perform and provide the required and requested services in the RFP.
- ii. Describe lessons learned from previous clients for services of the type and kind required in this RFP that were not successful and what steps your firm has taken to effectively identify and mitigate from recurring.
- iii. Demonstrate the capability and successful past performance of the firm with respect to producing high quality services, maintaining good working relations for services of the required in this RFP.

- iv. Provide a list of all contracts that may have ended during the past 3 years; including contracts that may have been terminated or not renewed when a renewal was available. Include a detailed explanation of the circumstances related therein for any such contracts noted.
- v. Provide a list of any work or previous service relationship that your firm may have completed for COM during the past 3 years, including a detailed description of the work effort, performance and define if the work was completed as a contractor directly with COM or as a subcontractor under an engagement.
- vi. Provide letters of recommendations from other public junior or community colleges or higher education clients or other relevant references listing recently completed engagements for the services of the type and kind required in this RFP.

f. Tab 5 – Price Proposal

The Proposer/Contractor shall furnish all resources and services necessary and required to provide the services of the type and kind required in this RFP, in accordance with the Scope of Services, and the governing terms and conditions for the proposed price(s) listed in Price Proposal.

- i. Please include a description of any discount offered to COM and an outline of any other fees or charges.
- ii. Please provide the following:
  - (a) Cost of services;
  - (b) Funds availability
  - (c) Interest paid on interest bearing accounts and deposits
  - (d) Earnings credit calculation on compensating balance and transition cost retention and transition offers and incentives.
- iii. For the purposes of this RFP, COM will review the overall rate structure to evaluate its reasonableness for the anticipated work. Failure to fully disclose any fees or cost and to comply with the requirements herein may be cause for COM to reject, as non-compliant, a proposal from further consideration.
- iv. (.

g. Tab 6 - Firm's Financial Status

- i. This section should demonstrate financial strength and stability of institution. Please provide a statement from the president, owner or financial officer on company letterhead certifying that the company is in good financial standing and current in payment of all taxes and fees including but not limited to state franchise fees.

- ii. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

h. Tab 7 – Business Relationship Strength

“Business Relationship Strength” for the purpose of this RFP shall mean the definition and commitment of the respondent towards a mutually successful “relationship” between the selected contractor and COM for the duration of the contract. Respondent’s Statement of Qualification must include their definition, proposal and commitment to forge, foster and maintain a mutually successful “relationship” with COM. At a minimum, your response must include:

- i. your definition of a mutually successful “relationship” between your firm and COM; and
- ii. your firm’s commitment to a mutually successful “relationship” in the form of at least three, and not more than five, specific, obtainable criteria, activities, agreements or requirements that shall, at the discretion of COM, become features of the awarded contract and shall guide the COM-Contractor relationship for the duration of the contract

i. Tab 8 – Required Attachments

This section shall include all required forms that shall be completed, signed and submitted with Proposal and completeness of proposal and agreement to points outlined in the RFP. All attachments requiring a signature must be signed and returned in the response to this solicitation.

a. A responding party may be requested to submit additional written evidence verifying that the firm meets the minimum requirements as necessary to perform the requirements of the solicitation and be determined a responsible respondent. Failure to provide any requested additional information may result in the respondent being declared non-responsive and the submittal being rejected.

b. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a sub Vendor of the respondent or prime Vendor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person an unfair advantage over other bidders.

c. A person or respondent shall not be eligible to be considered for this solicitation if the person or respondent engaged in or attempted to engage in prohibited communications as described in of this solicitation.

**3. PROHIBITED COMMUNICATIONS**

a. During the period between when the RFP is made available to all prospective responding parties and the selection of the firm and subsequent contract, neither responding parties nor their agents and/or representatives, shall directly discuss or promote their RFP response with any member of the College Board of Trustees or College employees except in the course of College-sponsored inquiries, briefings, interviews, or presentation, unless

requested by the College. This prohibition is intended to create a level playing field for all potential responding parties, assure that decisions are made in public, and to protect the integrity of the RFP process. Violation of this provision may result in rejection of the firm's RFP response. Except as provided in the stated exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

- Communications between a potential vendor, service provider, bidder, offeror, lobbyist or consultant and any Trustee;
- Communications between a potential vendor, service provider, bidder, offeror, lobbyist or consultant and any COM employee other than expressly and specifically permitted in this RFP;
- Communications between any Trustees and any member of a selection or evaluation committee regarding this RFP;
- Communications between any Trustee and administrator or employee regarding this RFP.

b. The communications prohibition shall be imposed on the date that this RFP is made available to all prospective responding parties.

c. The communications prohibition shall terminate when:

- The contract is awarded by the President or his designee; or
- The award recommendations are considered by the Board at a noticed public meeting and the Board has voted to award the contract.

d. In the event the Board refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. The communications prohibition shall not apply to the following:

- Communications with the COM administrator specifically named and authorized to conduct and receive such communications under this RFP, the COM Director of Contracts and Purchasing Services, or COM counsel.
- Emergency contracts.
- Presentations made to the Board during any duly noticed public meeting.
- Nothing contained herein shall prohibit any person or entity from publicly addressing the Board during any duly noticed public meeting, in Accordance with applicable Board policies, regarding action on the contract.

#### **4. JOINT RESPONSES**

Responses must be submitted individually. Joint responses will not be considered.

#### **5. AMENDMENTS**

a. If and when any part of this package must be revised, amended, corrected, extended, withdrawn, or changed in a manner that impacts the process or the outcome, the Purchasing Department will issue an amendment addressing the nature of the change. These changes will be numbered.

- b. It is the sole responsibility of the respondent to verify issuance/non-issuance of amendments and to check all avenues of document availability prior to opening date and time to ensure bidder's receipt of any amendments issued.
- c. In the event a respondent has a question with regard to this solicitation or process after initial release but before the receipt deadline, the responding party **MUST** submit the question in writing to the COM Purchasing Department, Attn: Sonja Blinka via email at [sblinka@com.edu](mailto:sblinka@com.edu).
- d. Any explanation desired by a respondent regarding the meaning or interpretation of the RFP documents must be requested in writing no later than 5:00 p.m. CST on June 7, 2019, and **MUST** include the company name, name of questioner, and a fax number and/or email address to which responses should be sent. Any COM response will be in the form of an amendment of the solicitation or an information letter. The question and College's response will be shared with all known respondents participating in this request. Verbal requests for information will not be honored.

## **6. SUBMITTAL**

- a. Firms shall submit **one (1) original and (1) copy** of their proposal to the address shown below by the date and time specified in this solicitation. The "original" set shall be identified as "ORIGINAL" on the face of the packet.
- b. Firms shall also submit **one (1) digital copy** of their proposal to the address shown below by the date and time specified in this solicitation. Submit one (1) digital PDF copy of complete response on a CD or USB drive. The CD or USB drive will become property of the College and will not be returned. The original paper document shall be the prevailing document in case of any discrepancies between the paper submission and the digital file.
- c. The envelope containing an RFP response shall be addressed as follows:
  - Name, Address and Telephone Number of Firm
  - RFP 20-08 Bank Depository Services
  - Due: July 2, 2019 2:00 p.m. CST
- d. All responses shall be submitted to the following address:  
College of the Mainland  
Purchasing Department  
Attn: Sonja Blinka  
1200 Amburn Road  
Texas City, Texas 77591
- e. **No oral, telegraphic, telephonic or facsimile RFP responses will be considered.**
- f. The time/date stamp clock in the Purchasing Department shall be the official time of receipt of the submittal. No submittal received after the due date and time will be accepted or considered. Respondents are responsible for making certain submittals are delivered to the Purchasing Department before the deadline. **The College will not be responsible for a submittal that is delivered at any campus location or any department other than the Purchasing Department as listed above.**

- g. This solicitation does not constitute an offer to contract and no submittal submitted constitutes an Acceptance of an offer. No oral statements or verbal acknowledgement of the award to a particular firm shall create a contractual obligation on the part of the College. Any contract between the College and a successful firm must be in writing and signed by an authorized person for both the College and the selected firm.

**7. POSTPONEMENT OF SUBMITTALS DUE DATE/TIME**

The date and time established herein for receiving proposals may be postponed solely at COM's discretion.

**8. OPENING OF RFP'S**

- a. The College will receive and publicly acknowledge responses to the RFP at the location, date, and time stated above. Vendors, their representatives, and interested persons may be present. Although RFP responses will be publicly opened, documents will not be available for viewing until award, if any, of the resulting contract. In addition, RFP's will not be identified in such a way that would disclose the contents to competing respondents and will be kept confidential during negotiations.
- b. If COM receives two or more submittals from responsible firms that are identical in nature and amount, the Board of Trustees shall review those proposals. The Board of Trustees may reject any and all submittals, if in the best interest of COM, as determined in the COM Board's sole discretion.
- c. COM reserves the right to reject any and all RFPs, to waive any informalities in submittals received and to reject all non-responsive or conditional submittals.

**9. ORAL PRESENTATIONS**

During the process of selecting companies to provide the required services, oral presentations may or may not be held. Selected firms will be notified with specific details upon initial review of proposals received. The presentations must show that the firm clearly understands the requirements of the solicitation and has a strategic plan and approach to complete the work.

**10. CONTRACT AWARD**

- a. If made, the award will be made to the proposal offering the Best Value as determined by COM in its sole discretion, vendor(s) that meet the overall criteria and specifications for this project. COM may award a contract, based on initial submittals received, without discussion of such responses. COM reserves the right to award a single or multiple contract(s) under this solicitation.
- b. Any portion of this RFP and all portions of the firm's response may be incorporated into the final contractual agreement. Before effective, all negotiated agreements must ultimately be reduced to writing and signed by both the College and the Firm.

**11. APPROPRIATED FUNDS AND OTHER LEGAL REQUIREMENTS**

The purchase of service, which arises from this solicitation, is contingent upon the availability of appropriated funds. COM shall have the right to cancel the resulting contract or any part

of the contract at the end of each fiscal year during the term of the contract if funds are not allocated to continue the contract or any part of the contract for the next fiscal year. If funds are withdrawn or do not become available, COM reserves the right to cancel the contract by giving the Vendor a thirty (30) day written notice of its intention to cancel without penalty. Upon cancellation of the contract, COM shall not be responsible for any payment of any service that was performed/received after the effective date of termination. COM's fiscal year begins on September 1 and ends on August 31.

COM is unable to indemnify any other party in any agreement awarded under this RFP and the resulting contract shall contain no provision requiring COM to indemnify the respondent or any third party.

As a public community college district and political subdivision of the State of Texas, COM is subject to various federal, state, and local laws, rules and regulations. Any agreement awarded under this RFP will include a requirement for compliance with such laws rules, and regulations on the part of both parties as applicable.

**12. TEXAS PUBLIC INFORMATION ACT; TEXAS RECORD RETENTION ACT**

COM considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature, unless otherwise marked and noted (and considered confidential under the laws of the State of Texas). Accordingly, all documents are presumed and shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

COM is subject to the Texas Record Retention laws. All documents produced, compiled, and maintained as a part of the contractual relationship and performance must be maintained for the period required under the Texas Record Retention laws.

**13. CONFLICT OF INTEREST**

Chapter 176 of the Local Government Code requires respondents and consultants contracting or seeking to do business with COM to file a conflict of interest questionnaire (CIQ) (Attachment No. 4). The CIQ must be complete and filed with the response. Respondents that do not include the form with the response, and fail to timely provide it, may be disqualified from consideration by COM.

**14. DISADVANTAGED BUSINESS ENTERPRISES**

The College affords Disadvantaged Business Enterprises (DBEs) equal opportunities to submit RFP responses and will not discriminate against any firm, company, or person on the grounds of race, color, sex, disability, religion, or national origin in consideration of an award.

**15. NO THIRD PARTY RIGHTS**

The resulting contract, if any, shall be for the sole benefit of COM and the Vendor and their respective successors and permitted assigns. Nothing in the resulting contract shall create or be deemed to create a relationship between the parties to the resulting contract and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

**16. FCC CERTIFICATION** - The vendor agrees that hardware supplied by the vendor meets all applicable FCC Certifications (Level A or B). Improper, falsely claimed or expired FCC certifications are grounds for termination.



## GENERAL TERMS & CONDITIONS

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*The words "bids," "requests for proposals," "quotes," "RFPs," "solicitation," "procurement," and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions apply to all bids, requests for proposals, quotes, competitive sealed proposals, and other procurement solicitations to which they are attached. The term "Contractor" means each awarded vendor chosen by COM.*

*These General Terms and Conditions are part of the final contract in each commodity and/or service contract and are part of the terms and conditions of each purchase order or other bid/proposal forms issued in connection with this solicitation.*

*Proposers are responsible for identifying any exceptions to these terms and conditions. **ANY EXCEPTIONS MUST BE CLEARLY NOTED IN THE SUBMITTED PROPOSAL.** Proposals that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by COM and eliminated from further consideration by COM.*

*Any contract negotiated and awarded with COM will replace any reference to "College of the Mainland" or "COM" with "College of the Mainland" or "COM".*

This Contract is entered into between College of the Mainland ("COM" or "College") and Contractor, having submitted a proposal in response to a procurement solicitation issued by COM and whose proposal has been accepted and awarded by COM. In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COM and Contractor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Contract, agree as follows:

### **1. Contract Term**

The Contract term shall be for a two (2) year period beginning upon award of the subject contract through August 31, 2021, with renewal options not to exceed three (3) annual options, for a possible five (5) year contract, unless otherwise extended or terminated by COM in Accordance with the terms and conditions of this Contract. All contract renewals or extensions may be subject to approval by the Board of Regents. Contract renewals or extensions may be made **ONLY** by written agreement between COM and Contractor and are subject to approval of the College's Board of Regents.

COM reserves the right to unilaterally extend the Contract for a period of ninety (90) days to avoid a lapse in the Contract coverage, if required.

COM reserves the right to terminate the Contract at the end of any fiscal year, without any further obligation and without penalty, in the event that the COM Board of Regents and College of the Mainland Board of Trustees fails to appropriate funds to continue the Contract for the next fiscal year.

The terms of this Contract shall govern all goods and/or services provided by Contractor hereunder. No pre-published terms on the Contractor's order acknowledgments, invoices, or other forms shall have any force or effect. Further, no amendment of this Contract shall be permitted unless first approved in writing by COM, and no such amendments shall have any effect unless and until a written amendment to this Contract is executed by an authorized representative of COM, after any necessary approvals have been obtained from the COM Board of Regents and College of the Mainland Board of Trustees.

**2. Interpretation, Jurisdiction and Venue**

This Contract will be governed and be interpreted by the laws of the State of Texas without regard to its choice of law provisions. Exclusive venue for any claim or dispute involving the Contract or the services provided thereunder shall lie in a court of competent jurisdiction in Galveston County, Texas. Any party contracting with COM consents to jurisdiction in the State of Texas.

**3. Compliance with Laws**

Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. For the entire duration of this Contract, Contractor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. When required or requested by COM, Contractor shall furnish COM with satisfactory proof of COM's compliance with this provision.

In the event all or a portion of this Contract will be paid for with federal funds, the following provisions shall apply:

a. EDGAR Conflict of Interest Requirements

In Accordance with federal EDGAR requirements, 2 CFR § 318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of COM may neither solicit nor Accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, through COM's written procedures, COM has set a de minimis amount of less than \$100 per year for items that are unsolicited and of minimal value and promotional items.

Violations of this standard by an employee will be reported to the College President's Office and addressed through COM's personnel policies. Violations of this standard by an officer or the College President shall be addressed to the **Board President and addressed through COM Board policies.**

b. To the extent that COM will use federal grant funds to fulfill its obligations under this Contract, Contractor acknowledges that federal funds will be used to pay for all or a portion of funds due under this Contract and that this Contract is only effective upon receipt of the Notice of Grant Award ("NOGA") by COM from the awarding agency. As such, if COM does not receive sufficient funding for the services provided in this Contract, COM may terminate this Contract without penalty or further obligation to Contractor, at any time upon written notice to Contractor.

**4. Taxes**

COM is tax exempt as a governmental subdivision of the State of Texas under federal and state law. The Contract shall not contain a requirement for COM to pay or be responsible for any taxes from which COM would otherwise be exempt.

**5. Termination for Convenience**

Upon thirty (30) days written notice, COM may, at its option and discretion, terminate the Contract for convenience, without being in default, without any further obligation, and without penalty. Additionally, at its option and sole discretion, COM may reduce the statement of work or other requirements of the Contract at any time, without being in default, without any further obligation, and without penalty, by giving thirty (30) calendar days written notice thereof to the Contractor.

**6. Termination**

This Contract shall remain in effect until (1) the Contract expires by its terms or (2) the Contract is terminated by mutual agreement of COM and Contractor. In the event of a breach or default of the Contract and/or the procurement solicitation by Contractor, COM reserves the right to enforce the performance of the Contract and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of COM. COM further reserves the right to terminate the Contract immediately in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in this Contract, the procurement solicitation, and/or a purchase or work order; (2) make any payments owed; or (3) otherwise perform in Accordance with this Contract and/or the procurement solicitation. COM also reserves the right to terminate the Contract immediately, with written notice to Contractor, if COM believes, in its sole discretion, that it is in the best interest of COM to do so. Contractor agrees that COM shall not be liable for damages in the event that COM declares Contractor to be in default or breach of this Contract and/or the procurement solicitation. Contractor further agrees that upon termination of the Contract for any reason, Contractor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or vendor.

## 7. Insurance Requirements

The Contractor agrees to comply with the insurance requirements contained herein.

### General Liability

The Contractor must carry comprehensive (commercial) general public liability insurance covering all duties, services, or work to be performed under the contract.

Products/Completed Operations Aggregate	\$1,000,000 CSL
Personal Injury Liability	\$1,000,000 CSL
Fire, Lightning or Explosion	\$500,000 CSL
Medical Expense	\$5,000 per person
Policy Aggregate	\$2,000,000 CSL

### Automobile Liability

	\$500,000 each person
Bodily Injury	\$1,000,000 CSL
Property Damage	\$1,000,000 CSL

### Workers' Compensation

Part A – Statutory

Part B – \$500,000 in the aggregate

\$500,000 each person

\$500,000 each person for occupational disease

### Endorsements

The following endorsements and other stated information is required on the original certificate of insurance:

- 30 days' Notice of Cancellation
- **College of the Mainland and College of the Mainland named as Additional Insured on all policies except Worker's Compensation**
- Waiver of Subrogation on all policies

### Submission of Certificate of Insurance & Copy of Policy

The original certificate of insurance indicating the coverage and limits stated herein, with copies of all endorsements, must be furnished to College of the Mainland within 14 business days after receipt of a written purchase order or other duly executed contractual document and prior to providing services. Email the original certificate of insurance to College of the Mainland, Purchasing Department, 1200 Amburn Road, Texas City, Texas 77591.

The insurance company insuring the Contractor shall be licensed in the State of Texas and shall be Acceptable to COM. At any time during the Contract term, prior to any lapse in the Certificate of Insurance, the Contractor shall provide an updated certificate to COM.

Upon request by COM, the Contractor shall provide copies of all policies required under the contract to COM.

## **8. Ownership of Documents**

In the event that the project outlined in this Contract requires the Contractor to prepare or develop software, educational or other related materials, drawings, models, plans, prints, designs, concepts, or similar documents ("Design Work"), all ownership of the Design Work shall vest in the College. The College shall retain all common law, statutory and other reserved rights, including copyright in all design work, materials prepared under the Contract, or other intellectual property rights (unless previously developed prior to commencement of the Contract or engagement and for which the Contractor or a third party can show that it already owns the copyright), regardless of form. Such ownership by the College includes, but is not limited to, any electronic data prepared by the College, the Contractor, or any consultant (including any software developer, educational consultants, architect, engineer, contractor, or subcontractor). The Contractor shall be permitted to retain one record set of the materials, drawings, specifications, and other documents and electronic data, of the Design Work for information and reference in connection with the services listed in this Contract.

Neither the Contractor nor any developer, consultant, architect, contractor, subcontractor, or any other person other than the College shall own or claim a copyright in the Design Work. To this end, the Contractor will agree to assign, grant, transfer, and convey to the College, its successors and assigns, the Contractor's entire right, title, interest, and ownership in and to such design work, including, without limitation, the right to secure copyright registration. The Contractor will confirm that College, and its successors and assigns, shall own Contractor's right, title, and interest in and to, including the right to use; reproduce; distribute by sale, rental, lease, or lending, or by other transfer of ownership; to perform publicly; and to display all such Design Work, whether or not such design work constitutes "work made for hire" as defined in Section 201(b) of Title 17 of the United States Code. The Contractor shall obtain similar assignments from any and all consultants, contractors, subcontractors, material men, and suppliers to the extent permitted and who perform services outlined in this Contract, provided, however, that Contractor shall not be required to obtain assignment of any pre-existing intellectual property rights. If Contractor is unable to obtain any of the aforementioned assignments, it shall notify College immediately.

If a claim arises or other formal notice occurs due to Contractor's use of software or other action infringing on a patent, trademark, copyright or other intellectual property right, the party with this knowledge must promptly notify the other party in writing. Contractor shall, at its own expense and option: (I) defend and settle such claim, (II) procure COM's right to use the software or other appropriate rights of use, or (III) modify or replace the software or offending product to avoid Infringement. In the event Contractor exercises option (I) above, Contractor shall have the sole and exclusive authority to defend and/or settle any such claim or action, provided that COM is reasonably informed throughout, and Contractor will consult with any attorneys appointed by COM at COM's own expense regarding the progress of such litigation.

**9. Changes**

COM shall have the right, at any time, to make changes within the scope of the Contract. If such change(s) cause(s) a material increase in the Contractor's cost and/or the time for performance, the Contractor shall so notify COM in writing within ten (10) calendar days from the date of the Contractor's receipt of the notice of change, and an equitable adjustment in the price and/or the time of performance shall be mutually agreed upon between the parties. No such change shall be effective in the absence of express written direction of COM. Notwithstanding the foregoing, any increase in cost or price under the Contract of \$50,000 or more may require approval by the COM Board of Regents and College of the Mainland Board of Trustees before taking effect.

**10. Indemnification**

**THE CONTRACTOR ASSUMES LIABILITY FOR, AND AGREES TO DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS THE COLLEGE, ITS SUCCESSORS, ASSIGNS, AFFILIATES, REGENTS, OFFICERS, CONTRACTORS, EMPLOYEES, AND AGENTS (ALL OF THE PRIOR PARTIES INDIVIDUALLY AND COLLECTIVELY, THE "COLLEGE'S RELATED PARTIES") FROM AND AGAINST, ALL LIABILITIES, OBLIGATIONS, FINES, DEMANDS, JUDGMENTS, LOSSES, DAMAGES, PENALTIES, CLAIMS, ACTIONS, SUITS, COSTS, EXPENSES, AND DISBURSEMENTS (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) OF EVERY KIND OR CHARACTER (A) ARISING FROM ANY BREACH, VIOLATION OR NON-PERFORMANCE OF ANY TERM, PROVISION, COVENANT, AGREEMENT, OR CONDITION ON THE PART OF THE CONTRACTOR UNDER THIS CONTRACT; (B) RECOVERED FROM OR ASSERTED AGAINST ANY OF THE COLLEGE'S RELATED PARTIES ON COMOUNT OF INJURY OR DAMAGE TO PERSON OR PROPERTY TO THE EXTENT THAT ANY SUCH DAMAGE OR INJURY MAY BE INCIDENT TO, ARISE OUT OF OR BE CAUSED, EITHER APPROXIMATELY OR REMOTELY, WHOLLY OR IN PART, BY ANY ACT, OMISSION, NEGLIGENCE OR MISCONDUCT ON THE PART OF THE CONTRACTOR OR ANY OF ITS AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, OR INVITEES OR OF ANY OTHER PERSON WHILE ON COLLEGE PROPERTY UNDER OR WITH THE EXPRESS OR IMPLIED INVITATION OR PERMISSION OF THE CONTRACTOR; (C) SUFFERED BY, RECOVERED FROM OR ASSERTED AGAINST ANY OF THE COLLEGE'S RELATED PARTIES BY THE CONTRACTOR'S EMPLOYEES, AGENTS, SERVANTS, CONTRACTORS OR INVITEES. SUCH INDEMNIFICATION OF ANY OF THE COLLEGE'S RELATED PARTIES BY THE CONTRACTOR SHALL BE EFFECTIVE UNLESS SUCH DAMAGE RESULTS SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COLLEGE OR ANY OF ITS DULY AUTHORIZED AGENTS OR EMPLOYEES. THIS INDEMNIFICATION REQUIREMENT SURVIVES EXPIRATION OR EARLIER TERMINATION OF THIS CONTRACT.**

**The Contractor shall indemnify, defend, and protect the College from any claims involving infringements of patents and/or copyrights. There shall be no provision contained in the Contract that waives or operates to abrogate any immunities to which the College is entitled by law.**

In the event of loss, damage, or destruction of any property owned by or loaned by COM that is caused by Contractor or Contractor's representative, agent, employee, or contractor, Contractor shall indemnify COM and pay to COM the full value of or the full cost of repair or replacement of

such property, whichever is greater, within thirty (30) days of Contractor's receipt of written notice of COM's determination of the amount due. If Contractor fails to make timely payment, COM may obtain such money from Contractor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Contractor by COM.

**11. Independent Contractor; Subcontractors**

It is agreed and understood that the Contractor shall be deemed to be an independent contractor in all its operations and activities hereunder; that the employees furnished by the Contractor to perform the services required by the Contract shall be deemed to be Contractor's employees or independent subcontractors; that the Contractor's employees shall be paid by the Contractor; and the Contractor and its employees shall be responsible for all obligations and reports covering social security, unemployment insurance, income tax, and other reports and deductions required by State and Federal law.

If Contractor uses subcontractors in the performance of any part of this Contract, Contractor shall be fully responsible to COM for all acts and omissions of the subcontractors just as Contractor is responsible for Contractor's own acts and omissions. Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between COM and any such subcontractor, nor shall it create any obligation on the part of COM to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

**12. Assignment; Notification of Material Change**

The Contractor may not assign, transfer, convey, or subcontract this Contract, any services to be performed as outlined in the RFP, or any of its obligations under this Contract, in whole or in part, without the prior written approval from the College, which the College may withhold in its sole discretion. The Contractor's lead representative on the Contract shall not be changed and a replacement assigned without the consent of the College. Contractor is required to notify COM when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

**13. Audit of Records**

The College has the right to audit the records and performance of the Contractor during the term of the Contract and for three (3) years thereafter. The Contractor shall retain any and all records pertaining to the Contract for three (3) years (or longer if required under the Texas Record Retention laws or applicable federal law) after the expiration or earlier termination of the Contract.

**14. Non-Waiver**

Failure of the College to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law, or failure of the College to notify the Contractor properly in the event of default, or the Acceptance of payment or other performance shall not release the Contractor from any

and all of the obligations of this Contract and shall not be deemed a waiver of any right of the College to insist on strict performance hereof or any of its rights or remedies as to prior or subsequent default hereunder.

**15. Advertisement of Contract**

The Contract shall prohibit the Contractor from advertising or publishing, without the College's prior written approval, the fact that the College has entered into a contract with the Contractor, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government or to comply with the Texas Public Information Act.

The Contract shall prohibit the Contractor from advertising, publishing, or otherwise making reference to the existence of a contract between the College and the Contractor for purposes of solicitation; except that, with prior written approval from the College, the Contractor may refer to the College as an evaluating reference for purposes of establishing a contract with other entities.

**16. Notices**

All notices, amendments, modifications, or alterations hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid addressed as follows:

College of the Mainland  
1200 Amburn Road  
Texas City, Texas 7591  
Attn: Sonja Blinka, Buyer  
Ph: 409-933-8474  
[sblinka@com.edu](mailto:sblinka@com.edu)

**17. Emergency Closures**

If the College is closed for reasons due to weather or health/life safety reasons, notice of such closures will be posted on the College's home web page at [www.com.edu](http://www.com.edu) and through local media outlets.

It is the Contractor's responsibility to track these closures, and the College will not be responsible for any expenses incurred or charges made by the contractor for the period during which the College was closed.

**18. Entire Agreement**

This Contract and its accompanying exhibits, the procurement solicitation issued by COM, and Contractor's proposal submitted in response to COM's procurement solicitation, and the attached and incorporated addendum or exhibits, if any, contain the entire understanding of the parties relative to the purpose(s) of the Contract and supersede all other agreements, oral or written, and all other communications between the parties



relating to the subject matter. In the event of a conflict between this Contract and the procurement solicitation issued by COM or Contractor's proposal submitted in response to COM's procurement solicitation, this Contract shall control. In the event of a conflict between the procurement solicitation issued by COM and Contractor's proposal submitted in response to COM's procurement solicitation, COM's procurement solicitation shall control. This Contract supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Contractor after the effective date of this Contract.

**19. No Substitution; Prices; Penalties**

Any order issued pursuant to this Contract shall conform to the specifications and descriptions identified in this Contract and in the procurement solicitation. Unless otherwise agreed to in advance by COM, Contractor will not deliver substitutes without prior authorization from COM. Contractor agrees to use commercially reasonable best efforts to provide the good(s) and/or service(s) subject to a resulting Contract. All prices in Contractor's proposal shall be firm for the Term of the Contract. All price changes shall be presented to COM for Accepted or rejection by COM, in its sole discretion, using the same format as was Accepted in Contractor's original proposal and only at the time of renewal of the Contract (if any); all price changes for goods and/or services provided under this Contract must be approved, in writing, by COM prior to taking effect. The following documentation shall be provided to support a request for a price change: justification for change/increase; terms and conditions; market conditions; manufacturers/distributors' impact (if any).

If Contractor is unable to provide the goods or services at the prices quoted in Contractor's proposal or if Contractor fails to fulfill or abide by the terms and conditions of the Contract, COM may take the following action(s), in COM's sole discretion, and Contractor agrees to comply with COM's action(s):

- a. insist that Contractor honor the quoted price(s) specified in Contractor's proposal;
- b. have Contractor pay the difference between Contractor's price and the price of the next Acceptable proposal (as determined by COM);
- c. have Contractor pay the difference between Contractor's price and the actual purchase price of the good or service on the open market; and/or
- d. recommend to COM's Board of Regents that Contractor no longer be given the opportunity to submit a proposal to COM and/or that this Contract be terminated.

**20. Invoicing and Payment**

The Contractor shall send all invoices to the College's Accounts Payable Department, 1200 Amburn Road, Texas City, Texas 77591. Invoices must show the name of the contract, the specific services performed or goods provided under the invoice, purchase order number (with dates of performance), and any other reference number or information applicable to the services or contract. Contractor shall submit invoices within a timely manner during COM's fiscal year in which the good(s) and/or services are purchased.

Payment shall be considered made when COM deposits the Contractor's payment in the mail or the date on which an electronic transfer of funds occurs.

In Accordance with Texas Government Code §2251.021, payments are due to Contractor within forty-five (45) days after the later of the following: (1) the date COM receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date COM receives an invoice for the goods or service. Contractor agrees to pay any subcontractors, if any, the appropriate share of the payment received from COM not later than the tenth (10th) day after the date Contractor receives the payment from COM. The exceptions to payments made by COM and/or Contractor listed in Texas Government Code § 2251.002 shall apply to this Contract.

**21. Drug & Tobacco Policy**

COM is a drug and tobacco-free workforce and workplace. The manufacture, sale, distribution, dispensation, or use of illegal drugs, alcohol, or tobacco by vendors or contractors while on COM's premises is strictly prohibited.

**22. Severability**

The provisions of this Contract shall be deemed severable, and the unenforceability of any one or more provisions shall not affect the enforceability of any other provisions. In addition, if any provision of this Contract, for any reason, is declared to be unenforceable, the parties shall substitute an enforceable provision that, to the maximum extent possible and in Accordance with applicable law, preserves the original intentions and economic positions of the parties.

**23. No Third Party Beneficiaries**

The Contract is made for the sole benefit of COM and the Contractor. Nothing in the Contract shall create or be deemed to create a relationship between the parties to the contract and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

**24. Counterparts**

The Contract may be executed in identical counterparts, each of which shall be deemed an original for all purposes, but all of which shall constitute one document.

**25. Appropriated Funds**

The purchase of any service or product under the Contract beyond the initial fiscal year of COM is contingent upon the availability of appropriated funds. COM shall have the right to terminate the Contract at the end of the current or each succeeding fiscal year if funds are not appropriated by the COM Board of Regents and College of the Mainland Board of Trustees for the next fiscal year that would permit continuation of the Contract. If funds are withdrawn or do not become available, COM reserves the right to terminate the Contract by giving the Contractor written notice of its intention to terminate, without penalty or any other further obligations on the part of COM or the Contractor. Upon termination of the Contract, COM shall not be responsible for any payment of any service received that occurs after the end of the current fiscal year or the effective date of termination, whichever is the earlier to occur.

**26. Warranty**

All goods and/or services provided by Contractor under this Contract must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of COM's Acceptance of the product and/or service or payment of the applicable invoice. Contractor warrants that all goods and/or

services furnished under this Contract shall conform in all respects to the terms of this Contract, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by COM. In addition, Contractor warrants that goods and/or services are suitable for and will perform in Accordance with the purposes for which they are intended. Contractor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Contract or the solicitation procurement.

**27. Safety**

Contractor, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services and/or the goods provided under this Contract, including, without limitation, those promulgated by COM and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirements shall govern. Contractor shall comply with all other safety guidelines and standards as required by COM. Contractor shall indemnify and hold COM harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

**28. Force Majeure**

Neither party is responsible or liable under this Contract for any delay, failure to perform, damages losses or destruction, or malfunction, or any other consequence thereof, caused or occasioned by causes beyond its reasonable control including, but not limited to, natural disasters, governmental actions, utility curtailments, power failures, acts of God, labor disputes, riots, acts of war or epidemics. In such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force Majeure shall rest solely with COM.

**29. Identification**

All contractors, subcontractors or company representatives working at any college property or college facility shall wear a clearly visible name tag, badge, embroidered or labelled uniform shirt, or other personal or company identification at all times. Failure to comply with this requirement could result in removal from the campus until corrected.

**30. EDGAR Conflict of Interest Requirements:** In accordance with federal EDGAR requirements, 2 CFR § 318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties

indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of COM may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, through COM's written procedures, COM has set a minimum amount of less than \$100 per year for items that are unsolicited and of minimal value and promotional items.

Violations of this standard by an employee will be reported to the College President's Office and addressed through COM's personnel policies. Violations of this standard by an officer or the College President shall be addressed to the **Board President and addressed through COM Board policies.**

To the extent that COM will use federal grant funds to fulfill its obligations under this Contract, Contractor acknowledges that federal funds will be used to pay for all or a portion of funds due under this Contract and that this Contract is only effective upon receipt of the Notice of Grant Award ("NOGA") by COM from the awarding agency. As such, if COM does not receive sufficient funding for the services provided in this Contract, COM may terminate this Contract without penalty or further obligation to Contractor, at any time upon written notice to Contractor.

**CFR 38.25 - A grant applicant's obligation to provide assurance:**

29 CFR 38.25 – A grant applicant's obligation to provide a written assurance.

(a). Grant applicant's obligation to provide a written assurance.

(1) Each application for financial assistance, under Title I of WIOA as defined in §38.4, must include the following assurance:

(i) As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

(A) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status, or participation in any WIOA Title 1-financially assisted program or activity;

(B) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination against qualified individuals with disabilities;

(C) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(D) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(E) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

(ii) The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I- financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

(2) The assurance is considered incorporated by operation of the law in the grant, cooperative agreement, contract or other arrangement whereby Federal financial assistance under Title I of WIOA is made available whether it is explicitly incorporated in such document and whether there is a written agreement between the Department and the recipient, between the Department and the Governor, between the Governor and the recipient, or between recipients. The assurance also may be incorporated in such grants, cooperative agreements, contract, or other arrangements by reference.

(B) Continuing State Programs. Each Strategic Four Year State Plan submitted by a State to carry out a continuing WIOA financially assisted program or activity must provide the text of the assurance in paragraph (a)(1) of this section, as a condition to the approval of the Four-Year Plan and the extension of any WIOA Title I assistance under the Plan. The State also must certify that it has developed and maintains a Nondiscrimination Plan.

**31. Texas Ethics Commission:** In accordance with HB 1295 and Section 2252.908 to the Texas Government Code, public entities are required to collect a Disclosure of Interested Parties (Form 1295) before entering into a contract with a vendor that requires an action by the Board of Regents. College of the Mainland's policy requires all contracts valued at \$50,000 or more be approved by its governing body, the Board of Regents. **(Please note that a new filing must be completed for each awarded contract.)**

## **SCOPE OF WORK**

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### **1. Project Overview**

College of the Mainland, ("COM") or ("College") is soliciting sealed proposals from qualified banking institutions to provide primary bank depository services to be performed in accordance with the scope of services noted below. Qualified respondents are invited to submit a written response outlining their qualifications and experience to provide the services as described in the scope of services and in accordance with the terms, conditions and requirements set forth in the Request for Proposal (RFP). The qualified banking institution must be with close physical proximity to the main campus. For this RFP, close physical proximity is defined as within 6 miles. This is a requirement due to the necessity of a deposit being made each business day by a COM police officer. The successful proposer will provide the scope of services in accordance with all applicable laws, regulations and professional standards.

The contract term for contract(s) awarded resulting from this solicitation, if any, will be two (2) years with the option to renew for three (3) one-year terms., for a possible five (5) year contract. Further, COM reserves the right to extend the contract term on a month to month basis, not to exceed three (3) months upon the expirations of the initial term and any successive renewal term.

### **2. Scope of Services**

**A. Account Activities:** The College anticipates establishing an account configuration that consists of the following bank accounts:

- General Operating Fund Account
- Payroll Account
- Payables Account
- Workers Compensation Account

The College issues checks through the Payables Account which is utilized to issue vendor payments. The average number of checks per month is 600 and the estimated dollar amount per month is \$2M. The average number of wire transfers from the General Operating Account per month is 20 and the estimated dollar amount per month is \$500K. Several times a year, the monthly wire transfer will be significantly higher due to student refunds.

The College recently passed a bond referendum for general obligation bonds in the amount of \$162.5M. This will result in an increased amount of monthly vendor payments over the next few years.

The College provides its employees direct deposit of payroll and approximately 875 employees use this service for an estimated monthly debit amount of \$1.7M.

The College reserves the right to open or close any number or type of accounts as it deems necessary through the term of the Depository Services Contract. Any services not listed, but later requested by the College, will be charged for at a mutually agreed upon fee. Fees are to be fixed

for the entire contract period. No additional setup fees or software fees will be charged if the Depository Bank merges or is acquired by another bank.

The activity for the accounts in this proposal is provided for April 2019 in Exhibit No.1. Balance data is provided for the General Operating fund for May 2018 through April 2019. Actual balances and transaction activity could vary significantly.

**B. Bank Services:** The **following services must be provided as** described and/or be provided in an alternative form that results in essentially the same outcome or capability.

1. ONLINE BANKING SERVICES – The College **requires** online banking services accessible through the internet that at a minimum include balance reporting, inter- and intra-bank transfers, initiation of ACH debits and credits and wire transfers, and placement of stop payments on checks with user-defined security requirements. Additional capabilities must include the ability to reprint statements and export information to MS-Excel. The minimum balance reporting information must be for intra-day and previous business day and include at a minimum: ledger balance, collected balance, total credits, total debits, and detail debits and credits, and must allow transaction search capability. Historical information must be maintained online and accessible for a minimum of six months.

- Yes, can provide as requested/required.  
 No, cannot provide as requested/required.

***Comment:***

2. ACH – The College **requires** a robust ACH system with the capability to create ACH credits for direct deposit of payroll and vendor payments.

- Yes, can provide as requested/required.  
 No, cannot provide as requested/required.

***Comment:***

3. ELECTRONIC DATA INTERCHANGE – The College **requires** Electronic Data Interchange (“EDI”) service capability with the ability of obtaining monthly reports and transacting vendor payments.

- Yes, can provide as requested/required.  
 No, cannot provide as requested/required.

***Comment:***

4. ACH DEBIT BLOCKING – The College **requires** ACH debit blocking 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 requested/required.  
 No, cannot provide as requested/required.

***Comment:***

5. WIRE TRANSFERS – The online banking system must provide for initiating wire transfers as a normal course of business. Wires may be one time wires or be set up as repetitive wires of varying amounts.

- Yes, can provide as requested/required.  
 No, cannot provide as requested/required.

***Comment:***

6. NO FEE CHARGED TO CASH A CHECK DRAWN ON COM ACCOUNT TO A NON-BANK CUSTOMER – The Colleges requires that the bank allow non-bank customers to cash checks drawn on the COM account with no fee charged to the payee or the College.

- Yes, can provide as requested/required.  
 No, cannot provide as requested/required.

***Comment:***

7. RETURNED CHECK REPROCESSING – The College **requires** deposited checks to be processed for collection at least twice before making non-paid checks available to the College for pick up. The College prefers to receive notification of rejected items electronically. The College **requires** same day notification of all returned items.

- Yes, can provide as requested/required.  
 No, cannot provide as requested/required.

***Comment:***

8. 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 applies to “No Fee” or “Fee Waiver” proposals.**

- Yes, can provide as requested/required.  
 No, cannot provide as requested/required.

***Comment:***

9. BANK STATEMENTS – The College **requires** 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. Accounts shall not be placed in dormant mode 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 on a monthly basis, even if there is no activity for the account. Checks and deposit slip images must be provided in a manner that the College can download or save to their internal storage systems. Online banking service is required by COM.

- Yes, can provide as requested/required.



No, cannot provide as requested/required.

***Comment:***

10. RESEARCH – The College **requires** that all research requests are responded to within three business days of the request.

Yes, can provide as requested/required.

No, cannot provide as requested/required.

***Comment:***

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

Yes, can provide as requested/required.

No, cannot provide as requested/required.

***Comment:***

12. SAFEKEEPING/CUSTODY SERVICES – The College **requires** that the bank provide safekeeping services for the securities owned by the College. All securities will be handled on a delivery versus payment (“DVP”) basis as they are cleared into and out of the College’s account.

The bank must act as securities clearing agent for all security purchases made by the College and for sales of securities from the investment portfolio, and will provide the necessary wire transfer and physical delivery services required to support investment activities. Necessary controls will be negotiated with the Bank. Confirmation of trades must be provided to the College within one business day.

The bank must provide safekeeping services for all securities owned/purchased during the term of the depository agreement pursuant to a "Custodial Agent Agreement" executed between the College and the bank. Safekeeping receipts for all security purchases must be issued within two business days. All interest payments on securities held must be posted on the due date or on the next business day in the event the due date falls on a weekend or bank holiday. The College must be notified of any securities called prior to maturity.

All fees related to investment services provided by the bank, including safekeeping services, must be itemized and included on the Bank Services Fee Schedule submitted in response to this RFP.

Yes, can provide as requested/required.

No, cannot provide as requested/required.

***Comment:***

13. INVESTMENT ACCOUNT – Proposers must provide a description of the bank’s best “hard dollar” interest earning option. If a sweep option is proposed, proposer must confirm its compliance with Local Government Code Chapter 2256, the “Public Funds Investment Act” (“PFIA”), and the College’s Investment Policy.

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

**Comment:**

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

- Yes, can provide as requested/required.
- No, cannot provide as requested/required.

**Comment:**

15. **BALANCE ASSESSMENT** – Proposer must state how the FDIC Insurance Assessment on balances will be treated: (**Treatment must be reflected on the attached Bank Services Fee Schedule as well**)

- Fees to be waived
- Fees to be partially waived
- Fee to be passed in full to the College

**Comment:**

16. **RESERVE REQUIREMENT** – Proposer must indicate whether or not a reserve requirement on balances used in calculating earnings credit is required.

- Yes.
  - No
- Reserve Requirement %

**Comment:**

17. **BANK LENDING** – In the unlikely event that the College may have the need to borrow funds for short-term, intermediate term and long-term financing. Proposer should indicate its ability to meet such needs and provide an estimate of a potential credit line.

- Yes.
- No

**Comment:**

18. INTEREST/NON-INTEREST BEARING ACCOUNTS - The Workers Compensation account **must** be interest bearing. Other College accounts may be interest bearing or non-interest bearing to lower the cost of fees.

- Yes, can provide as requested/required.
- No, cannot provide as requested/required.

**Comment:**

19. BANK PROVIDED ATM – The College **requires** the installation of one bank provided ATM for employee and public use. A partnership with another banking institute is acceptable for the provision of an ATM.

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

***Comment:***

20. **SAFE DEPOSIT BOXES** – The College requires at least one (1) safe deposit boxes (10 x 10.)

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

***Comment:***

**C. Services That May Be Considered:** The following services are optional and may be considered by the College for award; please indicate the proposer’s ability to provide the services as described and the associated set-up, maintenance and/or per item processing charges:

1. **POSITIVE PAY AND ACCOUNT RECONCILIATION SERVICE** – The College may consider positive pay and full reconciliation on designated accounts from which checks are issued including A/P Clearing Account. Positive Pay files will be transmitted electronically. 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.
  - a.  Yes, can provide as requested/required.
  - b.  No, cannot provide as requested/required.

***c. Comment:***

2. **CREDIT AND DEBIT CARD PAYMENTS** – The College allows its patrons to pay for certain charges utilizing credit and debit cards. Currently the credit & debit card payments are accepted for DISCOVER, VISA and MASTERCARD. This method of payment accounts for an approximate average of \$250K from 1,050 transactions per month. The College will consider including your bank for this service . The College reserves the right to use a separate Merchant Bank Services contract for credit and debit cards. Please provide information on services and costs associated with the bank’s credit and debit card processing abilities. Currently the College maintains 1 merchant account.
  - a.  Yes, can provide as requested/required.
  - b.  No, cannot provide as requested/required.

***c. Comment:***

**Discount Rate:**            %

**Fixed Rate:**

- Yes
- No

3. **REMOTE DEPOSIT CAPTURE** – The College is considering utilizing remote deposit capture services.
  - a.  Yes, can provide as requested/required.

b.  No, cannot provide as requested/required.

**c. Comment:**

**D. Collateral Requirements:**

1. COLLATERALIZATION – The successful proposer shall pledge collateral to satisfy the requirements of the Public Funds Collateral Act, Chapter 2257, Texas Government Code, and the College’s Investment Policy. Ledger balance shall determine the total balance level. The successful proposer shall pledge collateral equal to or in excess of the required level of 102% on a same day basis. Irrevocable Federal Home Loan Bank (FHLB) letters of credit are acceptable as pledged collateral.

- Yes, can provide as requested/required.  
 No, cannot provide as requested/required.

**Comment:**

2. COLLATERAL AMOUNT – The maximum ledger balances could exceed \$10M in the aggregate. Historically, the average balances are approximately \$1M. 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 successful proposer must monitor the collateral adequacy on a daily basis and provide additional collateral to secure balances as required.

- Yes, can provide as requested/required.  
 No, cannot provide as requested/required.

**Comment:**

3. CUSTODY/SAFEKEEPING – The pledged securities shall be held in safekeeping at an independent custodian acceptable to both the College and the successful proposer. The original copy of all pledge receipts shall be filed with the College’s Treasurer. Proposer must provide the name of the proposed independent custodian as well as any related fees. \_\_\_\_\_

- Yes, can provide as requested/required.  
 No, cannot provide as requested/required.

**Comment:**

4. COLLATERAL SUBSTITUTION – Substitutions of the pledged securities will be permitted as provided for in the College’s Investment Policy. Reductions in the total amount pledged shall be made only by and with the proper written authorization of an authorized College signatory. The College shall approve, in advance and in writing, all proposed collateral. In the case of reduction requests, the successful proposer shall provide in writing that collateral shall be available when needed to meet balance increases throughout the term of any agreement resulting from this RFP.

- Yes, can provide as requested/required.  
 No, cannot provide as requested/required.

**Comment:**

5. COLLATERAL REPORT – The successful proposer **and** the custodial bank shall provide the College a monthly pledged securities report or additional reports at any time requested by the College. The report must describe the total pledged securities by:

Name  
Type / Description  
CUSIP  
Par Value  
Current Face Value  
Market Value  
Maturity Date  
Rating by Moody's or Standard & Poor's

- Yes, can provide as requested/required.  
 No, cannot provide as requested/required.

**Comment:**

6. BOARD RESOLUTION – The Board of Directors or designated committee of the successful proposer shall be required to provide a Financial Institutions Reform, Recovery, and Enforcement Act of 1989 ("FIRREA") compliant resolution of certification approving the award of the agreement and commitment for delivery of the collateral to the custodian not later than five days before the commencement of services. The following is an extract of the FIRREA requirement from the Federal Deposit Insurance Corporation ("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 requested/required.  
 No, cannot provide as requested/required.

**Comment:**

- E. Investment Activities:** The Public Funds Investment Act, in conjunction with the College's Investment Policy, shall govern the College's investment activity and the successful proposer shall be required to provide services within the constraints of both. Proposers must complete

the attached PFIA Certification that acknowledges that they have reviewed the College's Investment Policy.

1. DIRECT INVESTMENT ALTERNATIVE – The College's direct investment activities may take place in any and all the College accounts. The College shall have the right, at its sole discretion, to direct investment of its funds. The successful proposer shall be required to provide clearing and safekeeping services for the College's investment activity. Interest earnings on interest bearing accounts shall be credited monthly regardless of the amount, with no minimum amount restriction. The Investment Policy outlines the College's options for investing. The Investment Policy is subject to annual review and revision by the College's Board of Trustees.

- Yes, can provide as requested/required.
- No, cannot provide as requested/required.

**Comment:**

2. CERTIFICATES OF DEPOSIT – Certificates of Deposit ("CDs") purchased for the College shall be non-negotiable and shall be registered in the name of the College. The CDs must be fully insured by the FDIC or collateralized in accordance with the RFP requirements. Proof of collateral must be supplied to the College prior to CD settlement.

Extension of CDs – The successful proposer agrees to honor and continue any CD made during the term of any agreement resulting from this RFP that will mature after the expiration date of such agreement at the same rate established at the time of placement.

- Yes, can provide as requested/required.
- No, cannot provide as requested/required.

**Comment:**

3. CERTIFICATES OF DEPOSIT \$250,000 (OR MORE): Proposer must provide the basis or formula for determining the interest rate.

Term	Floor Rate	Minimum \$	Maximum \$
7 to 29 days	_____	_____	_____
30 to 59 days	_____	_____	_____
60 to 89 days	_____	_____	_____
90 to 119 days	_____	_____	_____
120 to 149 days	_____	_____	_____
150 to 179 days	_____	_____	_____
180 to 269 days	_____	_____	_____
270 to 364 days	_____	_____	_____
1 to 2 years	_____	_____	_____
2 to 3 years	_____	_____	_____

4. INTEREST RATES:

The College is interested in your highest paying Money Market, High Yield Savings, and/or NOW Accounts and prefers that the interest rate be indexed to a published rate such as the 90-day T-Bill with a stated floor.

If rate is an unpublished Bank Managed rate please type MANAGED in the Indexed to column.

Please complete the table below to provide the interest rate information:

	Indexed to	Base Rate on June 1, 2019	Variable Component (bps)	Total Rate on June 1, 2019	Floor
<b>Money Market Account</b>					
<b>High Yield Savings Account</b>					
<b>NOW Account</b>					

5. EARNINGS CREDIT RATE:

Please explain the rate basis for your Earnings Credit Rate (if applicable):

	Indexed to	Base Rate on June 1, 2019	Variable Component (bps)	Total Rate on June 1, 2019	Floor
<b>Earnings Credit Rate</b>					

**F. Overdraft Provisions:**

- NET OVERDRAFT DEFINED – The College does not intend to have a net overdraft position occur during the term of the agreement. A net overdraft shall be defined as a negative balance in the College’s accounts **collectively**, not by individual account.

- Yes.  
 No

***Comment:***

2. 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 proposer agrees to promptly notify the College’s Controller or Designee, 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.

- Yes, can provide as requested/required.
- No, cannot provide as requested/required.

***Comment:***

3. STIPULATIONS – Should a net overdraft condition occur, the following shall apply:

Maximum number of banking days the overdraft shall be allowed:

Maximum amount of the overdraft:

Interest rate per annum computed on the overdraft:

***Comment:***

**G. Other Stipulations:**

1. REGULATION NOTIFICATIONS – The successful proposer shall notify the College in writing within thirty (30) days of any changes in federal or state regulations, or laws that would affect any agreement resulting from this RFP.

- Yes, can provide as requested/required.
- No, cannot provide as requested/required.

***Comment:***

2. INCOMING WIRE TRANSFERS – Notification of incoming wire transfers shall be made by written confirmation mailed to the College the same day of the transaction.

- Yes, can provide as requested/required.
- No, cannot provide as requested/required.

***Comment:***

3. 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 proposer to comply with the requirements of this RFP or any resulting agreement, then the College expressly reserves the right and privilege to cancel the agreement and to re-solicit proposals.

- Yes, can provide as requested/required.
- No, cannot provide as requested/required.

***Comment:***



4. ACCESS TO BANK RECORDS – The successful proposer’s records relating to the College’s accounts shall be open for review during normal business hours by designated College staff members or appointed independent auditors.

- Yes, can provide as requested/required.  
 No, cannot provide as requested/required.

***Comment:***

5. RIGHT TO OPEN & MAINTAIN OTHER ACCOUNTS – The College reserves the right to open and maintain one or more demand accounts at financial institutions not affiliated with the successful proposer.

- Acknowledged

***Comment:***

6. BANK DEPOSITORY SERVICES AGREEMENT – The College **requires** that the successful proposer execute a Bank Depository Services.

- Yes, can provide as requested/required.  
 No, cannot provide as requested/required.

***Comment:***

7. SECONDARY BANK DEPOSITORIES – The College reserves the right to establish a secondary banking relationship that will only be used in an emergency situation, such as the failure of the primary depository bank. Would the proposer consider entering into this relationship?

- Yes, can provide as requested/required.  
 No, cannot provide as requested/required.

***Comment:***

8. RIGHT TO TERMINATE – The College expressly reserves the right to terminate any agreement resulting from this RFP with or without cause at any time by providing ninety (90) days written notice to the successful proposer to close its accounts.

- Acknowledged

***Comment:***

9. TERMS FIXED – All fees, rates (including floor rates), and conditions shall be fixed for the entire term, including any and all extensions.

- Yes, can provide as requested/required.  
 No, cannot provide as requested/required.

***Comment:***

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

Description	Name	Title	Phone
Relationship Officer			

**H. Miscellaneous:**

1. FORMAL AGREEMENT REQUIRED – The final appointment of the successful proposer shall be subject to approval by the College of the Mainland Board of Trustees. The successful proposer shall be required to enter into an agreement that incorporates all of the requirements of proposer’s official response to this RFP, along with the accompanying related schedules and materials as required by this RFP. Required attachments include: collateral custodial agreement, FIRREA bank certification, and PFIA investment provider certification.

- Yes, can provide as requested/required.  
 No, cannot provide as requested/required.

***Comment:***

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**PROPOSAL SUBMITTED BY**

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

Name of Financial Institution

FDIC 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:

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## Bank Services Fee Schedule

### 1. Instructions

Proposer must complete this section in its entirety, and may supplement this section with additional pages as to provide COM with a more detailed breakdown, backup and/or options of related cost associated with the services being solicited in this solicitation.

### 2. April 2019 Fee Schedule

***NOTE: Please include UNIT PRICE for each listed item, even if no ACTIVITY is listed. Also, highlight changes to item descriptions or measurement units, in written and electronic responses.***

(Monthly Activity from April 2019 Account Analysis)

SERVICES PROVIDED	NUMBER OF UNITS	UNIT PRICE	SERVICE CHARGE
ACCOUNT MAINTENANCE-DDA	5	_____	_____ -
CASH DEPOSIT PROCESSING FEE	20,000	_____	_____
DEPOSITS-AT BANK	24	_____	_____ -
ITEMS DEPOSITED ON US	15	_____	_____
ITEMS DEPOSITED-NON-LOCAL	210	_____	_____ -
RETURN ITEM-CHARGEBACK	1	_____	_____ -
DEBITS/CHECKS PAID	439	_____	_____ -
CHECKS CASHED	9	_____	_____ -
WIRE TRANSFERS IN	0	_____	_____ -
WIRE TRANSFERS OUT	18	_____	_____ -
WIRE TRANSFER EMAIL NOTIFICATIONS	1	_____	_____ -
INSUFFICIENT CHECKS RETURNED	0	_____	_____ -
STOP PAY AUTOMATED	0	_____	_____ -
ACH-DEBITS ORIGINATED	2	_____	_____
ACH-CREDITS ORIGINATED	866	_____	_____

ACH-PRE-NOTE ORIGINATED	2	_____	_____
DEBITS-ACH/ELECTRONIC	44	_____	_____
CREDITS-ACH/ELECTRONIC	119	_____	_____
ACH/EDI REPORTING-FEDLINE EMAIL	2	_____	_____
CHECKS POSTED	620	_____	_____ -
ACCOUNT TRANSFER-OLB (ONLINE)	9	_____	_____
OLB REPORTING SERVICES	1	_____	_____
TOTAL SERVICES COST			
TOTAL COMPENSATING BALANCE REQUIRED FOR SERVICES			_____

**3. Price Evaluation**

Price points shall be calculated based on the following formula:

$$\text{Lowest Total Proposed Cost} / \text{Proposer's Total Proposed Cost} \times \text{Available Price Points} = \text{Price Score}$$

**4. Price Proposal Signature**

The information in this RFP is to be utilized solely for preparing the proposal response to this RFP and does not constitute a commitment by COM to procure any product or service in any volume.

Name:	
Title:	
Date:	
Signature:	

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## Proposal Evaluations

### 1. Evaluation Criteria

An Evaluation Committee ("Committee") will review all proposals to determine which proposers have qualified for consideration according to the criteria stated herein. The Committee's evaluations will be based on all available information, including qualification statements, subsequent interviews, if necessary, reports, discussions, reference checks, and other appropriate checks. The highest rated proposer(s) evaluated by the Committee may be invited to make an oral presentation of their written proposal to the Committee.

Proposals will be evaluated using the following criteria:

Evaluation Criteria	Available Points
Firm's Qualification/Experience and Qualifications of Personnel/Team	20
Proposed Approach and Methodology	25
Past Performance & References	20
Price Proposal	35
<b>Total Points</b>	<b>100</b>

#### **Additional Criteria that may be considered:**

1. Financial strength and stability of institution;
2. Completeness of proposal and agreement to points outlined in the RFP
3. Ability to perform and provide the required and requested services;
4. Reputation of proposer and quality of services;
5. Cost of services;
6. Earnings credit calculation on compensating balances;
7. Transition cost, retention and transition offers and incentives;
8. Funds availability;
9. Interest paid on interest bearing accounts and deposits;
10. Convenience of location(s); and
11. Previous service relationship with the College.

### 2. Eligibility for Award

In order for a proposer to be eligible to be awarded the contract, the proposal must be responsive to the solicitation and COM must be able to determine that the proposer is responsible and has the resources and capacity to perform the resulting contract satisfactorily. Responsive proposals are those that comply with all material aspects of the solicitation, conform to the solicitation documents, and meet the requirements set forth in this solicitation. Proposals, which do not comply

with all the terms and conditions of this solicitation, will be rejected as non-responsive.

- a. Responsible proposers, at a minimum, must meet the following requirements:
  - i. Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract;
  - ii. Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
  - iii. Have a satisfactory record of past performance;
  - iv. Have necessary personnel and management capability to perform any resulting contract;
  - v. Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements;
  - vi. Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; and is not delinquent in taxes owed to COM; signing and submitting the proposal is so certifying to such non-delinquency; and
  - vii. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- b. Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described above and as necessary, to perform the requirements of the solicitation and be determined a responsible proposer. Failure to provide any requested additional information may result in the proposer being declared non-responsive and the proposal being rejected.
- c. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the proposer or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other proposers.
- d. Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using subcontractors or contractors.) COM will contract only with the individual firm or formal organization that submits a response to this RFP.

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**REQUIRED RESPONSE DOCUMENTS**

.....

In addition to the proposal response, each respondent must complete and return the following documents:

- Proposal Form
- Respondent's Certification Form for Amendment (Attachment No. 1)
- Proof of Insurance Requirements (see Attachment No. 2)
- Felony Conviction Notice (Attachment No. 3)
- Conflict of Interest Questionnaire Form (Attachment No. 4)
- Non-Collusion Affidavit Form (Attachment No. 5)
- References: Responders shall include a list of a minimum of three references servicing similar accounts as College of the Mainland. The list of references must include a valid name, title and contact information, including phone number and e-mail address.
- Company W9
- Proof of Insurance
- If applicable: Exceptions: Any exceptions taken to the subject Request for Proposal must be submitted with the proposal response and clearly identified in a separate section called "Exceptions"

Signature of the following certifies that you have fully read and understand the requirements set forth herein:

Signed by: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_  
(Print Title)

Date: \_\_\_\_\_





**ATTACHMENT NO. 2  
INSURANCE REQUIREMENTS**

Each responding party must be able to submit an insurance certificate evidencing the following coverage:

**1.** The vendor shall carry general public liability insurance covering all duties, services, or work to be performed under the contract.

- Insurance shall provide limits for each occurrence, \$1,000,000. CSL
- Completed operations aggregate, \$1,000,000. CSL
- Personal injury liability, \$1,000,000. CSL
- Fire, Lightning or Explosion \$500,000. CSL
- Medical Expense \$5,000 Per Person
- Policy aggregate \$2,000,000. CSL

**2. Automobile Liability:** \$500,000 each person

- Bodily Injury \$1,000,000. CSL
- Property Damage \$1,000,000. CSL

**3. Workers' Compensation:**

- Part A – Statutory
- Part B -\$500,000. In the aggregate  
\$500,000. Each Person  
\$500,000. Each person for occupational disease.

**4. Professional Liability:**  
Occurrence / Aggregate \$ 1,000,000

**5. Endorsements:**  
The following endorsements and other stated information is required on the original certificate of insurance:

- 30 days Notice of Cancellation;
- COM be named as Additional Insured on all policies except Worker's Compensation;
- Waiver of Subrogation on all policies;
- The assigned REQUEST FOR PROPOSAL number and/or purchase order number.

**6. Submission of Certificate of Insurance:**  
The original certificate of insurance, indicating the coverage, limits and endorsements stated herein, shall be furnished to College of the Mainland within 14 business days after receipt of a written purchase order or some other duly executed contractual document. Mail the original certificate of insurance to: College of the Mainland, Purchasing Department, 1200 Amburn Road, Texas City, Texas 77591

Upon request by COM, the firm shall be required to provide copies of all policies required under the contract to COM.

**ATTACHMENT NO. 3**

**COLLEGE OF THE MAINLAND**

**FELONY CONVICTION NOTICE**

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states, "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

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

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

- My firm is a publicly held corporation. This reporting requirement is not applicable.
- My firm is neither 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(s) of felon(s):

\_\_\_\_\_

General Description of Conviction(s):

\_\_\_\_\_

\_\_\_\_\_

VENDOR \_\_\_\_\_

AUTHORIZED  
SIGNATURE \_\_\_\_\_

PRINT/TYPE ABOVE  
SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**ATTACHMENT NO. 4**  
**PROHIBITED CONTRACTS/PURCHASES**

The College shall not contract with a business entity in which a Board Member, Senior Staff Member, or a relative of a Board member or Senior Staff Member within the first degree of consanguinity or affinity, has any pecuniary interest. All such contracts executed prior to May 31, 2017 shall continue to be in full force and effect.

Further, the College shall not contract with a business entity that employs, hires, or contracts with, in any capacity, including but not limited to, a subcontractor, employee, contractor, advisor or independent contractor, a Board Member or a Senior Staff Member.

Further, the College shall not contract with a business entity that employs an officer or director who is a relative of a Board member or a Senior Staff Member within the first degree of consanguinity or affinity.

Definitions:

"Business entity" shall not include a corporation or a subsidiary or division of a corporation whose shares are listed on a national or regional stock exchange or traded in the over-the-counter market. "Business entity" shall not include non-profit corporations or religious, educational, and governmental institutions, except that private, for-profit educational institutions are included in the definition of Business entity.

"Director" is defined as an appointed or elected member of the board of directors of a company who, with other directors, has the responsibility for determining and implementing the company's policy, and as the company's agent, can bind the company with valid contracts.

"Officer" is defined as a person appointed by the board of directors of a company to manage the day-to-day business of the company and carry out the policies set by the board. An officer includes, but is not limited to, a chief executive officer (CEO), president, chief operating officer (COO), chief financial officer (CFO), vice-president, or other senior company official, as determined by the Board.

"Senior Staff Member" shall have the meaning as defined in Article A, Section 3 of the Board Bylaws which includes:

- a. Any member of the President's Advisory Council;
- b. COM employees classified as Dean, Director, and above;
- c. All procurement and purchasing personnel;
- d. Any employee who participates on an evaluation or selection committee for any COM solicitation for goods or services; and
- e. Any employee who participates in the evaluation of goods or services provided by a vendor or contractor.

Absent other legal requirements, all contracts entered into by the College in violation of this policy shall be voided within 30 days of notice of the violation.

I attest that I have answered the questions truthfully and to the best of my knowledge.

**ATTACHMENT NO. 4**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		<b>OFFICE USE ONLY</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>Date Received</p>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <p align="center">_____</p> <p align="center">Signature of vendor doing business with the governmental entity</p>		
<p align="center">_____</p> <p align="center">Date</p>		

**ATTACHMENT NO. 5**

**NON-COLLUSION AFFIDAVIT FORM**

**Project: RFP 20-08 Bank Depository Services**

By submission of this qualifications statement, the undersigned certifies that:

- A. The submittal has been independently arrived at without collusion with any other bidder or with any other competitor;
- B. This submittal has not knowingly disclosed and will not be knowingly disclosed, to any other bidder or competitor or potential competitor, prior to the opening of the submittals for this project.
- C. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a response.
- D. The undersigned certifies that he is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the bidder as well as to any other person signing in his behalf.

\_\_\_\_\_  
Authorized Agent (Print Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City State Zip

**Request for Proposal: 20-08 Bank Depository Services  
 Proposal Due Date: July 2, 2019 2:00 P.M.**

**EXHIBIT NO. 1  
 BANK TRANSACTIONS BY ACCOUNT**

**April 2019**

<b>DESCRIPTION</b>	<b>BEGINNING BALANCE</b>	<b>NUMBER</b>	<b>CREDIT AMOUNT</b>	<b>NUMBER</b>	<b>DEBIT AMOUNT</b>	<b>ENDING BALANCE</b>
<b>General Operating Fund</b>	805,570	145	4,494,570	64	4,090,383	1,209,757
<b>Payroll</b>	21,598	3	1,994,000	19	1,989,180	26,418
<b>Payables</b>	564,712	6	1,325,000	432	1,444,665	445,047
<b>Workers Compensation</b>	2,446	1	0	5	56	2,390
<b>TOTAL</b>	<b>\$1,394,326</b>	<b>155</b>	<b>\$7,813,570</b>	<b>520</b>	<b>\$7,524,284</b>	<b>\$1,683,612</b>

**Request for Proposal: 20-08 Bank Depository Services**  
**Proposal Due Date: July 2, 2019 2:00 P.M.**

**EXHIBIT NO. 2**  
**OPERATING ACCOUNT BANK BALANCE**

**May 2018 – April 2019**

<b>Period</b>	<b>Balance</b>
May - 18	\$ 1,212,769
June - 18	\$ 1,153,613
July - 18	\$ 1,012,532
Aug - 18	\$ 580,119
Sept - 18	\$ 1,224,860
Oct - 18	\$ 1,031,910
Nov - 18	\$ 1,490,778
Dec - 18	\$ 663,570
Jan - 19	\$ 3,184,451
Feb - 19	\$ 2,494,880
Mar - 19	\$ 805,570
Apr - 19	\$ 1,209,757