



**TEXAS SOUTHMOST**  
**COLLEGE**

# REQUEST FOR PROPOSAL

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“Depository Bank Services”

TSC RFP 18-11

**Submission Date:**

**August 20, 2018**

## **SECTION 1. INQUIRIES AND INTERPRETATIONS**

Responses to inquiries which directly affect an interpretation or change to this Request for Competitive Sealed Proposals (RFP) will be issued in writing by the College as an addendum and faxed or mailed to all parties recorded by the College as having received a copy of this RFP.

All such addenda issued by the College prior to the time that proposals are received shall be considered part of this RFP, and the Respondent shall be required to consider and acknowledge receipt of each addendum in its proposals. Only those inquiries the College replies to by addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. The RFP document and addendums, if any, can be obtained at the following website:

<http://tsc.edu/index.php/about/purchasingqx/vendor-information.html>

## **SECTION 2. POINT OF CONTACT**

The College requires that Respondents restrict all contact and questions regarding this RFP to the individual named below.

Any questions or concerns regarding this solicitation including terms and conditions, submission requirements, technical requirements and contract award shall be directed in writing to:

Patricia G. Saldivar  
Director of Purchasing  
Purchasing Office  
Tandy 207  
80 Fort Brown  
Brownsville, Texas 78520  
Phone: 956-295-3423  
Fax: 956-295-3408  
[patricia.saldivar@tsc.edu](mailto:patricia.saldivar@tsc.edu)

It is Texas Southmost College's (TSC) intent to respond to all appropriate questions and concerns; however, TSC reserves the right to decline to respond to any question or concern.

## **SECTION 3. SUBMISSION OF PROPOSALS**

**Submittal Deadline:** College will accept proposals until August 20, 2018 at 2:00 p.m. local time. Proposals in print format shall be submitted to the TSC Purchasing Office located at Tandy 207; 80 Fort Brown; Brownsville, Texas 78520 in attention to Ms. Patricia G. Saldivar, Director of Purchasing. At 2:30 p.m. proposals will be read aloud in Tandy 212 Conference Room of the Fort Brown Campus.

The proposal(s) must be received on or before the time and date specified above to the point-of-contact identified above. College delivery hours are from Monday thru Friday from 8:00 a.m. to 5:00 p.m. except during holidays and other College closures. Late submissions will be returned

to the Respondent unopened. The College will not accept submissions delivered by telephone, email or facsimile (fax). Proposals properly received will not be returned to Respondents.

A non-mandatory pre-proposal conference is scheduled for July 31, 2018 at 11:00 a.m. at Tandy 212 of the TSC Fort Brown Campus. All prospective respondents are strongly encouraged to attend this pre-proposal conference.

#### **SECTION 4. CONSIDERATION OF PROPOSALS**

All proposals must be complete and convey all of the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of this RFP, TSC alone will determine whether it is a candidate for further consideration.

Pursuant to Texas Education Code, Chapter 44, Subchapter B, a College shall select the Respondent that offers the best value for the College based on its published selection criteria and on its ranking evaluation. In determining the best value, the College is not restricted to considering price alone but may consider any other factors stated in the selection criteria. All properly submitted Proposals will be reviewed in consideration to the following selection criteria factors in determining to whom to award a contract:

- (1) The pricing of services;
- (2) The reputation of the respondent and of the respondent's goods or services;
- (3) The quality of the respondent's goods or services;
- (4) The extent to which the goods or services meet the College's needs;
- (5) The respondent's past relationship with the College;
- (6) The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses.
- (7) The total long-term cost to the College to acquire the respondent's goods or services;
- (8) The respondent's principal place of business (State of Texas) **and/or** respondent number of employees (at least 500 persons in this State).
- (9) Any other relevant factor provided in response to the request contained herein.

**SECTION 5. PROPOSAL SUBMISSION REQUIREMENTS:** Please provide a response to the each of the following sections:

1. THE PRICING OF SERVICES.

Please complete Pricing Proposal Form Exhibit A.

2. THE REPUTATION OF THE RESPONDENT AND OF THE RESPONDENT'S GOODS AND SERVICES.

Reference checks are a part of TSC's procedure for evaluation. Reference checks may be in writing or by telephone. The submission of reference information authorizes TSC to request release of information concerning related projects from the references provided. Provide a minimum of 3 references. The references should include: institution/client's name and representative name who served as the day-to-day liaison including telephone number and e-mail address.

3. THE QUALITY OF THE RESPONDENT'S GOODS OR SERVICES.

Provide a general statement of the company history including how many years in business, including legal name of firm. If the firm has multiple locations, TSC is primarily interested in the capabilities and experience of the office that will provide the majority of the required services to TSC.

Provide resumes of the team that will be directly involved in the project, including their experience with similar projects.

Specify the average number of accounts handled by each account manager.

Provide a statement if there has been any turnover of key personnel in the company's or additions to staff in the past year.

4. THE EXTENT TO WHICH THE GOODS OR SERVICES MEET THE COLLEGE'S NEEDS.

Identify and describe the team's past experience for providing services to higher education institutions, school districts, and/or other public entities that are most related to this project within the last ten (ten) years.

- \*Provide institution name/client name
- \*Representative name, contact information
- \*Location
- \*Project Name
- \*Description of services provided
- \*Years of service
- \*Project Size

Provide responses to any questions or requirements addressed in the "Description of Services" section (page eight and nine). Please read carefully.

5. THE RESPONDENT'S PAST RELATIONSHIP WITH THE COLLEGE.

Identify and describe the team's past experience for providing services for TSC projects within the last ten (10) years. Provide the following information for each project listed:

- \*Project name
- \*Representative name
- \*Description of services provided
- \*Years of service
- \*Project size

6. THE IMPACT OF THE ABILITY OF THE COLLEGE TO COMPLY WITH LAWS AND RULES RELATING TO HISTORICALLY UNDERUTILIZED BUSINESSES.

Please indicate if the company is a Historically Underutilized Business (HUB) respondent certified by the State of Texas. Y\_\_\_N\_\_\_.

7. THE TOTAL LONG-TERM COST TO THE COLLEGE TO ACQUIRE THE RESPONDENT'S GOODS OR SERVICES. Describe your warranty service support philosophy and/or service implementation plan for this project.
8. PRINCIPAL PLACE OF BUSINESS IN THE STATE OF TEXAS AND/OR EMPLOYMENT OF AT LEAST 500 PERSONS IN THIS STATE. Please provide number of employees in the State of Texas.
9. The College strongly desires to receive personalized and timely professional services from the awarded Respondent. Provide all office locations and identified the one that will be serving TSC.

**SECTION 6. PROPOSAL SUBMISSION FORMAT:** Submittals should be on letter-size (8-1/2"x11") paper and assembled with spiral-type bindings or staples. Do not use metal-ring hard cover binders. Preprinted material should be referenced in the submittal and included as labeled attachments. Each part of the proposal should be separated by use of a divider sheet with an integral tab for ready reference.

All submittals should include a Table of Contents for the Proposal and page numbers for each part of the Proposal as well as any separate attachments. Supplementary information not required should be clearly identified in the Table of Contents and provided as a separate part.

Submit three (3) copies of the proposal in print format and one (1) copy of the proposal in electronic format. The electronic copy shall be submitted in a USB/Flash Drive or in a CD in the same envelope as the hard-copy (print format) original proposal.

**Important Proposal Submittal Documents:** The following documents, at minimum, must be filled out, signed by an authorized representative, and returned as part of the proposal submittal:

1. Exhibit A – PRICING FORM
2. Exhibit B – ANTI-COLLUSION CERTIFICATION
3. Exhibit C – EXECUTION OF OFFER
4. Exhibit F – CONFLICT OF INTEREST QUESTIONNAIRE (if applicable)
5. Exhibit H – RESPONDENT QUESTIONNAIRE
6. Sample of all proposed contractual documents that may result from this solicitation such as: contract, agreement, terms and conditions sheet, etc. (*Not signed*).
7. Each proposal shall include a cashier's check or certified check made payable to Texas Southmost College in the amount of \$5,000.00, and shall be returned to each unsuccessful respondent immediately following contract award and to the successful respondent upon final acceptance and execution of the contract.
8. A completed excel Fee Schedule in electronic format. (*Not signed*).

**SECTION 7. DESCRIPTION OF SERVICES:** Texas Southmost College ("TSC" or the "College") is soliciting proposals from qualified financial institutions to provide Depository Bank Services as authorized in Chapter 51.003 of the Texas Education Code.

The College, pursuant to Chapter 44, Subchapter B, Texas Education Code, is requesting sealed proposals from eligible and qualified financial institutions to provide TSC the banking services as described herein. The services to be provided will be in accordance with this RFP and attachments. It is the College's intent that a Depository Bank Services Agreement detailing the services to be provided will be duly executed between the College and the selected financial institution.

TSC's legal and local investment policies can be found in the link below:

<https://pol.tasb.org/Policy/Code/253?filter=CAK>

**Project Schedule:**

Newspaper Advertisements: July 16, 2018 and July 22, 2018

Pre-proposal Conference: July 31, 2018 at 11:00 A.M.

Submission Deadline: August 20, 2018 at 2:00 P.M.

Estimated Contract Award: October 18, 2018

Estimated Implementation Period: November 1, 2018-January 31, 2019

Estimated Contract Term Begins: February 1, 2019

**Account Activities:**

TSC anticipates establishing an account configuration that consists of the following bank accounts:

- General Fund
- Tuition and Fees
- Payroll Fund
- Auxiliary Fund
- Federal Restricted Fund
- Endowment Fund
- Loan Fund
- Campus Facilities Fund
- Restricted Parking Fund
- Restricted Insurance Fund
- Debt Service Fund
- 1987 Tax Debt Service Fund
- TSC Alumni Association
- Memorial Fund John Hunter Library
- Revenue Bond Proceeds
- 2005 WRKC Bond Proceeds
- 2005 WRKC Debt Service Fund
- 2006 Maintenance Tax Notes
- 2006 Bond Proceeds
- 2007 Maintenance Tax Notes
- Tax Debt Service 2007 Maintenance
- Foundation Inc.
- TSC Arts Center
- 2008 Bond Proceeds
- 2008 Maintenance Tax Notes
- 2008 Tax Debt Service Fund
- 2008 Maintenance Tax Debt Service
- Restricted Scholarship Fund
- 2009 Maintenance Tax Notes
- 2009 Bond Proceeds
- 2009 Tax Debt Service Fund
- 2009 Maintenance Tax Debt Service Fund
- Agency Funds
- 2014A Limited Tax Refunding Bonds
- 2014B Maintenance Tax Refunding Bonds
- 2015 Limited Tax Refunding Bonds
- Wellness Center Revenues Refunding Bonds Series 2017
- Combined Fee Revenue Refunding Bonds Series 2017
- Limited Tax Refunding Bonds Series 2017
- Maintenance Tax Refunding Bonds

The General Fund account is an interest-bearing checking account that serves as TSC's master operating account into which wires and ACH transfers are received, bank deposits are made, credit card settlements are cleared, and receipts from direct account debits and payments received through the internet are deposited. From this account, wire and ACH transfers are initiated, credit card fees and charge backs are presented, returned checks and deposit corrections are posted, and bank services account analysis fees are to be debited. Investment activity of purchases and sales are also made from this account.

The Tuition and Fees account is an interest-bearing checking account that serves as TSC's clearing account for tuition and fees related activity. The use of this account is scheduled to be closed in the near future.

The Payroll Fund account is funded by transfers from the General Fund account. From this account, payroll checks are issued and the ACH files are prepared for employees with direct deposit. TSC has approximately a 350-person payroll paid bi-weekly with an approximate amount of \$1,100,000 per month, \$550,000 bi-weekly. TSC offers its employees direct deposit of payroll with most employees utilizing direct deposit. The ACH file is prepared and transmitted 2-days before employee payment receipt on 15<sup>th</sup> and last day of the month.

The Auxiliary Fund account is an interest-bearing checking account that serves as TSC's account for auxiliary activities. Checks are processed, bank deposits are made and returned checks and deposit corrections are posted.

Estimated historic activity and balance information from each of these accounts is tabulated in the tables below and targeted on the Exhibit A – Pricing Form. Actual balances and transaction activity could vary significantly.

**TEXAS SOUTHMOST COLLEGE DISTRICT, BROWNSVILLE, TEXAS**

**BANK TRANSACTIONS**

Based on May 2018 Transactions

DESCRIPTION	BEGINNING	-----CREDITS-----		-----DEBITS-----		----CHECKS PROCESSED----		ENDING
	BALANCE	NUMBER	AMOUNT	NUMBER	AMOUNT	NUMBER	AMOUNT	BALANCE
Treasury Management Analysis Checking	\$ 7,000,000	-	-	-	-	-	-	\$ 7,000,000
General Fund	\$ 33,922,510	125	\$ 1,527,806	98	\$ 2,369,721	399	\$ 697,241	\$ 32,404,016
Tuition and Fees	\$ 17,333,208	-	-	-	-	-	-	\$ 17,343,608
Payroll Fund	\$ 17,602	2	\$ 1,137,722	3	\$ 1,122,309	25	\$ 11,253	\$ 21,770
Auxiliary Fund	\$ 7,581,191	8	\$ 21,665	1	\$ 29	-	-	\$ 7,607,372
Institutional Fund	\$ 88,535	-	-	-	-	-	-	\$ 88,588
Federal Restricted Fund	\$ 809,864	1	\$ 6,806	1	\$ 203,468	-	-	\$ 613,678
Endowment Fund	\$ 11,551	-	-	-	-	-	-	\$ 11,557
Loan Fund	\$ 37,191	-	-	-	-	-	-	\$ 37,214
Campus Facilities Fund	\$ 751,819	-	-	-	-	-	-	\$ 752,270
Restricted Parking Fund	\$ 1,488,810	-	-	-	-	-	-	\$ 1,489,703
Restricted Insurance Fund	\$ 1,143,297	-	-	-	-	-	-	\$ 1,143,983
Debt Service Fund	\$ 211,374	-	-	-	-	-	-	\$ 211,510
1987 Tax Debt Service Fund	\$ 567,194	6	\$ 205	-	-	-	-	\$ 567,739
TSC Alumni Association	\$ 10,886	-	-	-	-	-	-	\$ 10,892
Memorial Fund John Hunter Library	\$ 5,108	-	-	-	-	-	-	\$ 5,111
Revenue Bond Proceeds	\$ 83,225	-	-	-	-	-	-	\$ 83,275
2005 WRKC Bond Proceeds	\$ 71	-	-	-	-	-	-	\$ 71
2005 WRKC Debt Service Fund	\$ 4,563,733	-	-	-	-	-	-	\$ 4,566,471
2006 Maintenance Tax Notes	\$ 35	-	-	-	-	-	-	\$ 35
2006 Bond Proceeds	\$ 25	-	-	-	-	-	-	\$ 25
2007 Maintenance Tax Notes	\$ 97	-	-	-	-	-	-	\$ 97
Tax Debt Service 2007 Maintenance	\$ 131,539	6	\$ 1,923	-	-	-	-	\$ 133,540
Foundation Inc.	\$ 37,819	-	-	-	-	-	-	\$ 37,842
TSC Arts Center	\$ 799	-	-	-	-	-	-	\$ 799
2008 Bond Proceeds	\$ 11	-	-	-	-	-	-	\$ 11
2008 Maintenance Tax Notes	\$ 208	-	-	-	-	-	-	\$ 208
2008 Tax Debt Service Fund	\$ 203,245	6	\$ 1,562	-	-	-	-	\$ 204,928
2008 Maintenance Tax Debt Service	\$ 206,101	6	\$ 4,640	-	-	-	-	\$ 210,862
Restricted Scholarship Fund	\$ 769,408	1	\$ 839	-	-	-	-	\$ 770,709
2009 Maintenance Tax Notes	\$ 1,996	-	-	-	-	-	-	\$ 1,997
2009 Bond Proceeds	\$ 931	-	-	-	-	-	-	\$ 931
2009 Tax Debt Service Fund	\$ 462,477	6	\$ 2,588	-	-	-	-	\$ 465,341
2009 Maintenance Tax Debt Service Fund	\$ 763,764	6	\$ 3,093	-	-	-	-	\$ 767,314
Agency Funds	\$ 1,475	-	-	-	-	-	-	\$ 1,476
2014A Limited Tax Refunding Bonds	\$ 1,759,643	6	\$ 59,625	-	-	-	-	\$ 1,820,280
2014B Maintenance Tax Refunding Bonds	\$ 227,695	6	\$ 5,383	-	-	-	-	\$ 233,210
2015 Limited Tax Refunding Bonds	\$ 154,631	6	\$ 11,270	1	\$ 1,067	-	-	\$ 164,903
Wellness Center Revenues Refunding Bonds Series 2017	\$ 1	-	-	-	-	-	-	\$ 1
Combined Fee Revenue Refunding Bonds Series 2017	\$ 300	-	-	-	-	-	-	\$ 300
Limited Tax Refunding Bonds Series 2017	\$ 32,040	7	\$ 2,680	2	\$ 1,137	-	-	\$ 33,588
Maintenance Tax Refunding Bonds	\$ 32,915	8	\$ 2,855	-	-	-	-	\$ 35,775
<b>TOTALS</b>	<b>\$80,414,323</b>	<b>206</b>	<b>\$2,790,663</b>	<b>106</b>	<b>\$3,697,731</b>	<b>424</b>	<b>\$708,494</b>	<b>\$78,842,990</b>

TEXAS SOUTHMOST COLLEGE DISTRICT				
BANK ACCOUNT ANALYSIS SUMMARY				
June 2017 - May 2018				
Period	Avg Ledger	Less Avg Float	Avg Collected	
Jun-17	79,909,350	(2,440)	79,906,910	
Jul-17	78,541,011	(10,298)	78,530,713	
Aug-17	75,120,970	(11,953)	75,109,017	
Sep-17	76,026,127	(12,943)	76,013,183	
Oct-17	75,112,906	(4,542)	75,108,365	
Nov-17	78,952,182	(460,651)	78,491,531	
Dec-17	84,062,880	(39,113)	84,023,767	
Jan-18	86,296,306	(82,312)	86,213,995	
Feb-18	84,782,108	(68,591)	84,713,517	
Mar-18	81,916,265	(50,990)	81,865,274	
Apr-18	80,819,052	(31,090)	80,787,962	
May-18	79,550,654	(26,171)	79,524,483	
<b>Total</b>	<b>\$ 961,089,812</b>	<b>\$ (801,094)</b>	<b>\$ 960,288,717</b>	
<b>Average</b>	<b>\$ 80,090,818</b>	<b>\$ (66,758)</b>	<b>\$ 80,024,060</b>	

**Services to be Performed:** The Respondent will provide the services to the College as outlined in this Description of Services section and Exhibit H – Respondent Questionnaire.

**Conflict of Interest**

1. The selected company must agree to disclose all potential, current conflicts of interest, as well as potential conflicts as they might occur, and be willing annually to disclose all sources of revenue and all affiliations.
2. In accordance with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908, all vendors submitting proposals must file form 1295 electronically with the Texas Ethics Commission using the online filing application. Information regarding this law, and the required form may be found at the following website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). Respondents must use the filing application on the Texas Ethics Commission’s website to enter the required information on Form 1295. Respondents must:

- Print a copy of the completed form, which will include a certification of filing containing a unique certification number.
- The Form 1295 must be signed by an authorized agent of the business entity, and the form must be notarized.
- The completed Form 1295 with the certification of filing must be included with your proposal/proposal response.

**Contract Terms:** The initial contract will be for a period of two years commencing on February 1, 2019 through January 31, 2021 with the option to renew for three additional two-year terms before these services are subject to public solicitation.

**Cancellation Provisions:** The College may cancel the contract should the present or any future Board of Trustees not appropriate funds in any fiscal year for the payments required by this agreement. No penalty shall be assessed against the College in the event of any such non-appropriation. In the event of non-appropriation, the College shall give the successful Respondent advance written notice before cancellation of the contract, and the College shall not be obligated to make any payments beyond the end of the fiscal year.

The College, without cause, may terminate this Agreement at any time upon giving sixty (60) days' advance written notice to the Respondent. Upon termination, the Respondent is entitled to payment of an amount that will compensate Respondent for services satisfactorily performed from the time of the last payment to the termination date in accordance with this Agreement.

**Anticipated Reimbursable Expenses:** Please see Exhibit A-Pricing Proposal Form.

## **SECTION 8. CONTRACT AWARD PROCESS**

By submitting a Proposal in response to this Request for Competitive Sealed Proposals, the Respondent(s) accepts the "Competitive Sealed Proposals" method selection process and acknowledges and accepts that determination of the Best Value Respondent(s) will require subjective judgments by TSC.

As part of the selection and award process, TSC may request interviews or oral presentations from the highest ranked Respondents. Highest ranked Respondents are identified as part of the initial ranking evaluation process. However, final selection or determination of the Best Value Respondent(s) will be based on demonstrated competence at the interviews or oral presentations. The interviews or oral presentations will be made to TSC administration, faculty, staff, or board members. TSC will not be responsible for any costs incurred for this purpose.

One or more Respondents can be selected. If the College awards a contract, it will award the contract to the Respondent(s) whose proposal(s) is considered to be the most advantageous to College and is determined to be the best qualified. The TSC Board of Trustees will have the final determination to award a contract(s).

TSC reserves the right to consider any proposal "non-responsive" if the fees or prices are determined to be unreasonable or irresponsible in relation to the other submitted proposals.

Respondent(s) will be notified of any decision made after a contract is approved and awarded by the TSC Board of Trustees.

**Reservation of Rights:** TSC reserves the right to award one or multiple Proposals, reject any and all Proposals and re-solicit for new Proposals, or to temporarily or permanently abandon the Project.

TSC makes no representations, written or oral, that it will enter into any form of agreement with any respondent(s) to this Request for Competitive Sealed Proposals for any project and no such representation is intended or should be construed by the issuance of this solicitation

**Open Records:** TSC considers all information, documentation and other materials submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552). Notwithstanding the foregoing, disclosure of information related to this solicitation shall be made only after a purchase order and contract is awarded.

## **SECTION 9. GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions shall be made a part of and govern any Purchase Order and/or contract resulting from this Request for Proposals.

**TITLE AND RISK OF LOSS:** The title and risk of loss for goods delivered under this contract, if any, shall not pass to TSC until it actually receives, takes possession and accepts the goods at the point or points of delivery.

**ACCEPTANCE OF PRODUCTS AND SERVICES:** All products furnished and/or services performed under this Contract shall be to the satisfaction of TSC and in accordance with the specifications, terms, and conditions of the Contract.

**INDEMNIFICATION:** To the fullest extent permitted by law, the Respondent agrees to indemnify and hold harmless TSC, its officers, employees, and agents harmless from and against all claims of any nature or kind arising out of or caused from the performance of services, or provision of goods, by the Respondent pursuant to this contract, which are caused, in whole or in part, by any negligent act or omission of the contractor.

**CERTIFICATION TO CONDUCT BUSINESS:** Respondent shall furnish certification of authority demonstrating authority to conduct business in the State of Texas. Registration is obtained from the Texas Secretary of State, who will also provide certification thereof.

**LEGAL:** Respondent shall provide a list of any and all lawsuits involving the firm and outcomes, and must not have filed for bankruptcy within the past (10) years.

**COMPLIANCE WITH LAW:** Respondent is aware of and in full compliance with its obligations under existing applicable law and regulations, including the Immigration Reform and Control Act of 1986, Title VI of the Civil Rights Act of 1964 (as amended), the Age Discrimination Act of 1975, the Fair Labor Standards Act (as amended), the Americans with Disabilities Act of 1990, and all other applicable laws and regulations.

**COMPLIANCE WITH COLLEGE POLICIES:** Respondent must abide by all applicable TSC policies and procedures, including but not limited to those relating to safety, confidentiality, use of technology, harassment, and drug and alcohol use. On-site Respondent's personnel may be required a criminal background check.

**PAYMENTS:** Payment for services/goods will be made after acceptable performance of services and/or receipt of items in good condition and after receipt of a valid invoice. Payment shall be in accordance with the State of Texas Prompt Payment Act, Chapter 225 of the Government Code.

**CONTRACT AMENDMENTS:** The Contract may be amended within the Contract period by mutual consent of the parties. No modification or amendment to the Contract shall become valid unless in writing and signed by both parties.

**INDEPENDENT RESPONDENT STATUS:** Respondent agrees that it is engaged as an independent respondent and acknowledges that TSC will have no responsibility to provide benefits normally associated with an employer-employee relationship such as transportation, insurance, vacation, or other fringe benefits. Respondent agrees that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of TSC, including unemployment, insurance benefits, social security coverage, or retirement benefits. Respondent agrees to make its own arrangements for any fringe benefits as it may desire and agrees that it is responsible for all income taxes required by applicable laws.

**NON-DISCLOSURE:** Respondent and TSC acknowledge that they or their employees may, in the performance of this contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether directly or indirectly affiliated with Respondent or TSC, unless required by law.

**PUBLICITY:** Respondent agrees that it shall not publicize this Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of TSC's name in connection with any sales promotion or publicity event without the prior express written approval of TSC.

**SEVERABILITY:** If any provision of this Contract, or the application of any provision to any party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of the Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

**FORCE MAJEURE:** If either TSC or Respondent is delayed at any time in the performance of its obligations under this contract by economic industry-wide strikes, fire, floods, acts of government, unavoidable casualties, or other causes reasonably beyond the control of either party and which could not have been reasonably anticipated, then the party affected by such an event shall give notice to the other party of the probable extent to which the affected party will be unable to perform or be delayed in performing its obligations hereunder. If the performance of either party is delayed or prevented by such an event, both parties shall be excused from performing their obligations hereunder while and to the extent the conditions arising from the event exist, after which the parties' performance shall be resumed. A delay or failure in performance by either party under this paragraph shall not constitute default hereunder, or give rise to any claim for damages.

**GOVERNING LAW:** This contract will be governed and construed according to the laws of the State of Texas. Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas.

**ASSIGNMENT:** The respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of TSC.

**RIGHT TO A JURY TRIAL:** Neither TSC nor respondent shall waive its right to a jury trial for any claims arising out of the formation, performance, breach or enforcement of this contract, or any claim for damages resulting therefrom.

**INSURANCE:** Respondent shall obtain and keep in effect during the term of this contract, insurance coverage in the below listed types and amounts. As evidence of insurance coverage, Respondent shall furnish to TSC certificate(s) of insurance before commencement of any work under this contract.

TYPE OF COVERAGE	LIMITS
A. Worker's Compensation	Statutory
B. Comprehensive General Liability	\$1,000,000 Ea. occurrence \$2,000,000 aggregate
C. Automobile Liability (owned/leased, non-owned, and hired)	
(1) Bodily Injury	\$1,000,000 Ea. Person \$1,000,000 Ea. Occurrence
(2) Property Damage	\$1,000,000 Ea. Occurrence

**MINIMUM WAGE:** TSC requires that all employees of prime and subcontractors who submit proposals for, and perform contractual work for TSC receive a living wage consistent with human dignity and the needs of life. TSC policy requires that the respondent pay all employees' wages at least **\$8.50** per hour as per Resolution in Support of a Living Wage Requirement for Those Employed By, and Those Doing Business With, TSC. Resolution passed by the Board of Trustees on September 30, 2009.

# EXHIBITS

**Exhibit A  
PRICING FORM**

To: Patricia G. Saldivar  
Director of Purchasing  
Tandy 207  
80 Fort Brown St.  
Brownsville, Texas 78520

Note: Mark outside of envelope, Proposal For:

**“Depository Bank Services”**

In submitting this proposal, I agree:

1. To hold price open for a period of ninety (90) days after the opening date.
2. To enter into and execute a depository contract with the Texas Southmost College, if awarded on the basis of the proposal, and to furnish Bonds if required, in accordance with the College’s requirements and instructions.
3. To accomplish the work in accordance with the statement of work, description of services, and other terms provided including labor, supplies, and materials necessary.

**Please provide a complete description of all elements of costs and/fees for completion of services in the Excel “Fee Schedule” file provided and/or in completed “Exhibit H” – Respondent Questionnaire.**

**ACKNOWLEDGEMENT OF ADDENDA**

Respondent acknowledges receipt of the following addenda to the captioned RFP (initial if applicable):

Failure to properly acknowledge addenda may result in disqualification.

Addendum # _____	Initials: _____
Addendum # _____	Initials: _____
Addendum # _____	Initials: _____

In submitting this proposal, I certify that \_\_\_\_\_ (Name of Individual/Firm) has not been found guilty in a judicial or state administrative insurer proceeding for unfair business practices within the year preceding the date of this statement.

I further certify that I, or any officer of \_\_\_\_\_ (name of individual/firm), has not served within the past years as an officer of another company which has been found guilty in a judicial or state administrative insurer proceeding of unfair business practice.

Respectfully submitted,

\_\_\_\_\_  
By: Signature and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email address

**Exhibit B**

**ANTI-COLLUSION CERTIFICATION**

By submission of this proposal, the Respondent certifies that:

1. This proposal has been independently arrived at without collusion with any other Respondent or with any competitor;
2. This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals for this project, to any other offer or competitor or potential competitor;
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal;
4. The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Offer or as well as to the person signing in its behalf.

\_\_\_\_\_  
By: Signature and Title

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Date

## Exhibit C

### EXECUTION OF OFFER

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER'S PROPOSAL WILL RESULT IN THE REJECTION OF THE PROPOSAL.

- 2.1** By signature hereon, Respondent represents and warrants the following:
- 2.1.1 Respondent acknowledges and agrees that (1) this RFP/ is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Respondent in response to this RFP/ will not create a contract between Texas Southmost College (TSC) and Proposer; (3) College has made no representation or warranty, written or oral, that one or more contracts with College will be awarded under this RFP/; and (4) Respondent will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP/.
  - 2.1.2 Respondent is a reputable company that is lawfully and regularly engaged in providing the Services.
  - 2.1.3 Respondent has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
  - 2.1.4 Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
  - 2.1.5 Respondent understands (i) the requirements and specifications set forth in this RFP/ and (ii) the terms and conditions set forth in the Agreement under which Respondent will be required to operate.
  - 2.1.6 If selected by TSC, Respondent will not delegate any of its duties or responsibilities under this RFP/ or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
  - 2.1.7 If selected by TSC, Respondent will maintain any insurance coverage as required by the Agreement during the term thereof.
  - 2.1.8 All statements, information and representations prepared and submitted in response to this RFP/ are current, complete, true and accurate. Respondent acknowledges that College will rely on such statements, information and representations in selecting the Contractor. If selected by the College, Respondent will notify College immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
  - 2.1.9 Respondent will defend with counsel approved by TSC, indemnify, and hold harmless, The College, the State of Texas, and all of their regents, officers, agents and employees, from and against all actions, suits, demands, costs, damages, liabilities and other claims of any nature, kind or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any contract or agreement resulting from this RFP/.
  - 2.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Respondent under any contract or agreement resulting from this RFP/ may be applied directly to any debt or delinquency that Respondent owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
  - 2.1.11 Pursuant to the provisions of Chapter 2270 of the Texas Government Code, Respondent verifies that it does not boycott Israel and will not boycott Israel during the term of the Agreement.
- 2.2** By signature hereon, Respondent offers and agrees to furnish the Services to College and comply with all terms, conditions, requirements and specifications set forth in this RFP.
- 2.3** By signature hereon, Respondent affirms that it has not been identified on a scrutinized company list prepared and maintained by the comptroller under Government Code 806.051, 807.051, or 2252.153
- 2.4** By signature hereon, Respondent affirms that it has not given or offered to give, nor does Respondent intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Respondent may be removed from all proposal lists.
- 2.5** By signature hereon, Respondent certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Respondent is exempt from the payment of those taxes, or that Respondent is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting contract or agreement.

- 2.6 By signature hereon, Respondent hereby certifies that neither Respondent nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., *Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 2.7 By signature hereon, Respondent certifies that the individual signing this document and the documents made a part of this RFP/, is authorized to sign such documents on behalf of Respondent and to bind Respondent under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.
- 2.8 By signature hereon, Respondent certifies as follows: "Under Section 231.006, *Family Code*, relating to child support, Respondent certifies that the individual or business entity named in the Proposer's proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP/ may be terminated if this certification is inaccurate."
- 2.9 By signature hereon, Respondent certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Respondent that is a sole proprietorship, the officers, or directors of any Respondent that is a corporation, the partners of any Respondent that is a partnership, the joint venturers of any Respondent that is a joint venture or the members or managers of any Respondent that is a limited liability company, on one hand, and an employee of any component of the College, on the other hand, other than the relationships which have been previously disclosed to College in writing and (ii) Respondent has not been an employee of any component institution of TSC within the immediate twelve (12) months prior to the Submittal Deadline. All disclosures by Respondent in connection with this certification will be subject to administrative review and approval before College enters into a contract or agreement with Proposer.
- 2.10 By signature hereon, Respondent certifies that in accordance with Section 2155.004, *Government Code*, no compensation has been received for its participation in the preparation of the requirements or specifications for this RFP/. In addition, Respondent certifies that an award of a contract to Respondent will not violate Section 2155.006, *Government Code*, prohibiting College from entering into a contract that involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Pursuant to Sections 2155.004 and 2155.006, *Government Code*, Respondent certifies that Respondent is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if these certifications are inaccurate.
- 2.11 By signature hereon, Respondent certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.12 By signature hereon, Respondent represents and warrants that all products and services offered to College in response to this RFP/ meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the *Texas Hazard Communication Act*, Chapter 502, *Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFP/.
- 2.13 Respondent will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time College makes an award or enters into any contract or agreement with Proposer.

**2.14 Respondent should complete the following information:**

If Respondent is a Corporation, then State of Incorporation: \_\_\_\_\_

If Respondent is a Corporation then Proposer's Corporate Charter Number: \_\_\_\_\_

RFP/ No.: \_\_\_\_\_

**NOTICE:** WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

**Submitted and Certified By:**

\_\_\_\_\_  
(Respondent Institution's Name)

\_\_\_\_\_  
(Signature of Duly Authorized Representative)

\_\_\_\_\_  
(Printed Name/Title)

\_\_\_\_\_  
(Date Signed)

---

(Proposer's Street Address)

---

(City, State, Zip Code)

---

(Telephone Number)

---

(FAX Number)

## Exhibit D

### TERMS AND CONDITIONS

#### 1. PROPOSAL REQUIREMENTS:

- 1.1 Proposal must be properly identified with a Proposal No. and Opening Date. Proposals must be time-stamped at Texas Southmost College, 80 Fort Brown St., Brownsville, TX 78520 on or before opening date and time shown on other side of this form. Late proposals will not be considered.
- 1.2 Proposals should be quoted F.O.B. Destination. If otherwise, proposal will show exact cost to deliver. Proposal unit price on the quantity specified, extend and show total. In case of errors, unit prices shall govern. Proposal prices will be considered firm for acceptance within 90 days after the proposal opening date unless otherwise specified. Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Proposal will list and deduct all trade discounts, educational discounts, and other discounts, not based on early payment from the proposal's prices quoted.
- 1.3 College is exempt from State Sales Tax and Federal Excise Tax. Do not include in proposal. Tax Exemption Certificate furnished upon request.
- 1.4 College reserves the right to accept or reject all or part of any proposal, waive any formalities or technical inconsistencies, delete any requirement or specification from this invitation, or terminate this solicitation when deemed to be in College's best interest.
- 1.5 Facsimile proposals, telephone proposals and/or email proposals are not acceptable in response to this invitation.
- 1.6 Respondent hereby assigns to College any and all claims for overcharges associated with any resulting contract arising under antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq. (1973) and the State of Texas, Tex. Bus. & Comm. Code Ann. Sec. 15.01, at seq. (1967).
- 1.7 The Respondent ID number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If the Respondent ID number is not known, enter Respondent's Federal Employer's Identification Number, or Social Security Number if a sole owner. (Disclosure of SSN, if applicable, is mandatory pursuant to Section 231.005, Texas Family Code, and will be used in determining whether any person having 25% or greater ownership interest in the proposal company is more than 30 days delinquent in paying child support.)
- 1.8 In case of tie proposals, any award will be made pursuant to Texas Bldg. & Procurement Comm. Rule 1; T.A.C. Section 113.6 (b)(3)(8) (preferences).
- 1.9 Respondent shall not assign any resulting depository contract without prior written approval from the College.
- 1.10 Substitutions will not be allowed after a proposal has been submitted for consideration.
- 1.11 Each sealed proposal shall constitute an offer to the Board of Trustees, as outlined therein, and shall be irrevocable after the time announced for the opening thereof. TSC reserves the right to reject any and all proposals and to waive informalities in proposals and to resolve ambiguities in the District's favor.
- 1.12 Each proposal shall include a cashier's check or certified check made payable to Texas Southmost College in the amount of \$5,000.00, and shall be returned to each unsuccessful respondent immediately following contract award and to the successful respondent upon final acceptance and execution of the contract.

#### 2. SPECIFICATIONS

- 2.1 Unless specifically stated otherwise, any catalog, brand name or manufacturer's reference used in this Invitation is descriptive (not restrictive), and is used to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing on other than referenced specifications, the proposal MUST show manufacturer brand or trade name and description of product offered. Illustrations and complete descriptions of product offered should be made part of the proposal. If Respondent does not identify exceptions to the specifications shown in this Request for

Competitive Sealed Proposals it will be required to furnish brand names, numbers, etc., as shown in the Request.

- 2.2 All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in this solicitation. Verbal agreements to the contrary will not be recognized.
- 2.3 Respondent warrants fault free performance in the processing of date and date related data (including, but not limited to, calculating, comparing and sequencing) by the product(s) identified on this Invitation. Fault free performance includes, but is not limited to, the manipulation of data with dates prior to, through, and beyond January 1, 2000, and during leap years, and performance shall be transparent to the user.

### **3. DELIVERY**

- 3.1 Proposal should show the number of days required to deliver items to College's designated location under normal conditions. Unrealistically short or long delivery promises may cause proposal to be disregarded. Failure to state delivery time obligates Respondent to complete delivery in 14 calendar days.
- 3.2 The Texas Hazard Communication Act (Article 5182b, VTCS) requires chemical manufacturers and distributors to provide Material Safety Data Sheets (MSDSs) for hazardous materials sold. Products covered by this Act must be accompanied by a MSDS, and such products must be labeled in compliance with the law. For any product not covered under the Act, a statement of exemption must be provided.
- 3.3 Deliveries are accepted from Monday thru Friday from 8:00 a.m. to 5:00 p.m.

### **4. PROPOSER AFFIRMATION: BY SIGNATURE HEREON**

- 4.1 Respondents affirms that it has not given or offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. Failure to sign the proposal may, and signing it with a false statement shall, void the submitted proposal or any resulting contract and Respondent will be removed from all proposal lists.
- 4.2 Respondent affirms that no kinship, relationship, or affiliation exists between owners, officers, administrators and employees of the Respondent and the College which could be construed as a conflict of interest.
- 4.3 Respondent certifies that it is not currently delinquent in the payment of any franchise tax owed the State of Texas under Chapter 171, Texas Tax Code. Respondent acknowledges that making a false statement as to its corporate tax status is a material breach of any resulting contract.
- 4.4 Respondent certifies that neither the Respondent nor any firm, corporation, partnership or institution represented by Respondent or anyone acting for any such entity, has violated the antitrust laws of this State, (codified in Section 15.01 et seq., Texas Business and Commerce Code), or the Federal Antitrust Laws, or communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 4.5 Respondent has not received compensation for participation in the preparation of the specifications for this Competitive Sealed Proposals.
- 4.6 Under Section 2155.004, Texas Government Code (re: collecting state and local sales and use taxes) Respondent certifies that the individual or entity named in its proposal is not ineligible to receive the specified contract, which may be terminated and/or payment withheld if certification is inaccurate.
- 4.7 Respondent agrees that any payments due under any resulting contract will be applied towards any debt, including but not limited to delinquent taxes and child support' that is owed to the State of Texas.
- 4.8 Respondent certifies, if awarded a contract, that Respondent shall defend, indemnify, and hold harmless the Board of Trustees of Texas Southmost College, and all of their respective officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent, or any agent, employee, or supplier of Respondent in the execution or performance of the contract.

## **Exhibit E**

### **PURCHASE ORDER/CONTRACT TERMS AND CONDITIONS**

1. Except when issued to carry out a written agreement signed by Respondent and TSC, these Terms and Conditions constitute the entire agreement for the sale and purchase of the goods and/or services covered by this Purchase Order.
2. By acceptance of this Purchase Order, Respondent affirms that it has not given or offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Purchase Order. In addition, Respondent affirms that no kinship, relationship, or affiliation exists between owners, officers, administrators and employees of the der and the College which could be construed as a conflict of interest
3. The Respondent certifies that neither the Respondent nor any firm, corporation, partnership or institution represented by Vendor, or anyone acting for any such entity, has violated the antitrust laws of this State, (codified in Section 15.01 et seq., Texas Business and Commerce Code), or the Federal Antitrust Laws.
4. The Respondent agrees to protect, indemnify and hold harmless TSC from and against any claim, damage or liability arising out of or in connection with this Purchase Order, except to the extent that it is directly due to the negligent acts or omissions of any of the officers, employees or agents of TSC.
5. The Respondent certifies that it is not currently delinquent in the payment of any franchise tax owed the State of Texas under Chapter 171, Texas Tax Code
6. The Respondent warrants that it will comply with all federal, State of Texas, and local laws and ordinances and regulations as applicable to its performance under this Purchase Order, including, without limitation, the Fair Labor Standards Act of 1938 as amended, the Equal Employment Opportunity clauses prescribed by Executive Order 11246, as amended by Executive Order 11375, the Contract Work Hours and Safety Standards Act, the Americans with Disabilities Act of 1990 and Title VI of the Civil Rights Act of 1964 as amended.
7. The Respondent certifies that Public Liability Property Damage and Worker's Compensation Insurance will be carried for all personnel making deliveries to or performing services at College's premises.

#### **SPECIFICATIONS**

8. The Respondent warrants that the goods and/or services supplied to TSC will conform to the specifications, drawings or other referenced description upon which this Purchase Order is based. In the event of a conflict between the specifications, drawings and description, the specifications should govern.
9. All products shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated. Verbal agreements to the contrary will not be recognized.
10. The Respondent warrants fault free performance in the processing of date and date related data (including, but not limited to, calculating, comparing and sequencing) by the product(s) identified on the Purchase Order. Fault free performance includes, but is not limited to, the manipulation of data with dates prior to through, and beyond January 1, 2000, and during leap years, and performance shall be transparent to the user.

#### **DELIVERY**

11. F.O.B Destination Freight prepaid unless delivery terms are specified otherwise in the quote/.
12. Deliveries are accepted from Monday thru Friday from 8:00 a.m. to 5:00 p.m. except during Holidays.

13. The place for delivery should be that set forth in the block of the Purchase Order entitled "Shipping Address".

14. Unless otherwise stated in this Purchase Order, title and risk of loss to the goods shall remain with the Respondent until the goods are delivered at the point or points specified in the Purchase Order.

15. The Texas Hazard Communication Act (Article 5182b, VTCS) requires chemical manufacturers and distributors to provide Material Safety Data Sheets (MSDSs) for hazardous materials sold. Products covered by this Act must be accompanied by a MSDS, and such products must be labeled in compliance with the law. For any product not covered under the Act, a statement of exemption must be provided.

#### **PACKING AND RECEIVING**

16. The Purchase Order number must appear on all invoices, packages, statements, and delivery tickets.

17. Respondent shall be responsible for industry standard packaging, which conforms to requirements of carrier tariffs and ICC regulations. Containers must be clearly marked as to lot number, destination, address and Purchase Order number.

#### **INSPECTION**

18. Unless otherwise specified in this Purchase Order, the goods shall be new and unused. Respondent warrants that it will deliver to TSC title to the goods free of all security interests, liens, charges, restrictions or encumbrances of any kind, nature or description and that the goods shall be free from defects in material and/or workmanship.

19. TSC shall have the right to inspect any and all goods upon receipt. TSC, by reason of its election to not inspect any goods immediately upon receipt, shall not be deemed to have accepted any defective goods or goods which do not conform to the specifications herein, or to have waived any of its rights or remedies arising by virtue of such defect or non-conformance.

#### **INVOICING AND PAYMENT**

20. College is exempt from State Sales Tax and Federal Excise Tax. Do not include in invoice. Tax Exemption Certificate furnished upon request.

21. Payment by TSC for goods and/or services provided by Respondent under this Purchase Order/Contract shall be subject to the provisions of Texas Government Code, Chapter 2251.

22. TSC shall tender payment within 30 days upon receipt of invoice. Invoices should be prepared and delivered after acceptance of goods and/or completion of services.

23. Price(s) quoted by Respondent's representative(s) shall not be changed after receipt of Purchase Order/Contract. For this purpose, such order shall be deemed to have been received on the date it is mailed or transmitted by electronic means such as electronic mail or facsimile.

24. Invoices should be submitted to the TSC authorized Accounts Payable representative as stated in the block of the Purchase Order/Contract entitled "Billing Address".

#### **MODIFICATION AND CANCELLATION**

25. Changes or substitutions in merchandise order will not be permitted, unless expressly assented to in writing. No modification of this Purchase Order or Contract shall be binding unless TSC agrees to the modification in writing.

**26.** TSC reserves the right to cancel this Purchase Order/Contract at any time upon sixty (60) days written notice.

**27.** However, this Purchase Order/Contract will automatically terminate upon occurrence of the following conditions unless specified in writing: a) incomplete order, where not all merchandise is received by TSC according to the specified delivery date; or b) outstanding orders that are not received on or before the end of the College's fiscal year (August 31<sup>st</sup>).

**GOVERNING LAW**

**28.** This Purchase Order/Contract shall be governed by the laws of the State of Texas and suits pertaining to this Purchase Order may be brought only in the courts of the State of Texas, with venue in Cameron County.

## Exhibit F

Texas Southmost College is required to comply with TEX. LOCAL GOV'T CODE, Chapter 176, *Disclosure of Certain Relationships with Local Government Officers*. Any company that does business with ASC must fill out a Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists.

In no conflict of interest exist, please state "NONE" in section one, sign and submit.

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>FORM CIQ</b>		
<p><b>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">Date Received</td> </tr> </tbody> </table>		OFFICE USE ONLY	Date Received
OFFICE USE ONLY				
Date Received				
<p><b>1</b> Name of person 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.</p> <p style="font-size: small;">(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 the originally filed questionnaire becomes incomplete or inaccurate.)</p>				
<p><b>3</b> Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center; margin-left: 100px;">_____</p> <p style="text-align: center; font-size: small;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>				
<p><b>4</b></p> <p style="text-align: center; margin-left: 100px;">_____</p> <p style="text-align: center; font-size: small;">Signature of person doing business with the governmental entity</p> <p style="text-align: center; margin-left: 300px;">_____</p> <p style="text-align: center; font-size: small;">Date</p>				

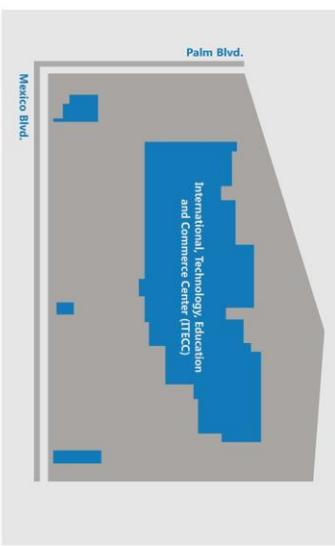
# Exhibit G Campus Map



International, Technology, Education and Commerce Center (ITECC)

BUILDINGS	
Fort Brown Memorial Center	1
TSC Arts Center	2
Commandant's Quarters	3
Champion Hall	4
Greggs Hall	5
Old Monroe	6
Commissary Building	7
Commissary Annex	8
Regiment House	9
Oliveria Student Services Center	10
Tandy Hall	11
Lighthouse Center	12
Muse Building	13
Old Education Building	14
Newman Center	15
Edman Hall	16
Garza Gymnasium	17
Gymnasium Annex	18
South Hall	19
Guerra Early Childhood Center	20
M2 Building	21
M1 Building	22
Coker Hall	23
Rutensberg Hall	24
Smith Amphitheater	25
Bookstore	26
Cowley Hall	27
Science Engineering and Technology (SETB)	28
SETB M0	29
SETB M00	30
SETB Lecture Hall	31
Recreation, Education and Kinesiology	32
Scorpion Field	33
Fort Brown Memorial Golf Course	34
Physical Plant and Central Receiving	35
Riverside II Building	36
REK Center Field	37
American Legion Building	38
Center for Early Childhood Center	39
Old Art League Building	40
Armory Building	41
Thermal Plant	42
UTB University Library	43

PARKING	
General	P1
Student / Visitor	P2
Faculty / Staff	P3
Primary Golf Cart Route	● Golf Cart Parking
International, Technology, Education and Commerce Center (ITECC)	■ Motorcycle Parking



## Exhibit H

### RESPONDENT QUESTIONNAIRE

The Respondent recognizes that in selecting a provider of the requested services, TSC will rely, in part, on the answers provided in response to this section.

#### REQUIRED AND REQUESTED SERVICES:

Respondent will need to provide the following service to the College:

1. **Online Banking Services** – TSC requires online banking services accessible through the internet that at a minimum include balance reporting, initiation of ACH debits and credits and wire transfers, interbank account transfers, and placement of stop payments on checks. Additional capabilities should include the ability to reprint statements and export information to MS-Excel. The minimum balance reporting information should be for intra-day and previous business day and include: ledger balance, collected balance, one-day float amount, two-day float amount, total credits, total debits, and detail debits and credits, and should allow transaction search capability. Historical information should 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** – TSC requires a robust ACH system with the capability to create ACH credits for direct deposit of payroll and vendor payments, and to direct debit customer accounts for A/R billing charges.

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

*Comment:*

3. **ACH Debit Blocking** – TSC 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:*

4. **Wire Transfers** – TSC requires an online banking system that provides for initiating wire transfers. Wires may be one-time wires or set up as repetitive wires of varying amounts.

- What are beginning and ending cut-off times (CST) to initiate wire transfer to ensure same day execution?
- Do online wire-transfer services have the ability of dual control release options?
- Can dollar limits by user and function be established for single transaction amounts and daily aggregate amounts?

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

*Comment:*

5. **Electronic Data Interchange** – TSC may consider the use of 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:*

6. **Zero Balance Accounts** – TSC may consider the use of zero balance accounts for designated accounts with the General Fund account as the master funding account to the ZBAs. The financial institution’s teller function must identify the account as a ZBA to ensure honoring of presentments made at the financial institution.

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

*Comment:*

7. **Post No Checks** – TSC requires the fraud protection feature or service that prevents checks from being posted to designated electronic-only accounts.

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

*Comment:*

8. **Positive Pay and Account Reconciliation Service** – TSC requires positive pay and ability to offer full and partial account reconciliation services on designated accounts from which checks are issued. TSC would electronically transmit the issued check file to the financial institution. The financial institution would only honor those checks issued by TSC that are pre-authorized through the positive pay system. Payment verification criteria will be date, check number, amount, and payee name.

- When is the deadline for file transmission, how often is it updated?
- What is the policy regarding an individual attempting to cash a check that is not listed on the teller’s system?

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

*Comment:*

9. **Payroll Cards** – TSC may consider the use of Payroll Cards for compensating those employees that may not have financial institution accounts. Currently, there are no employees that utilize payroll cards.

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

*Comment:*

10. **Remote Deposit Capture** – TSC requests remote deposit capture services for electronically preparing and submitting deposits from multiple locations. Please provide information related to scanner options, technology specifications or system requirements, as well as the cost of scanners, monthly maintenance and transaction fees.

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

*Comment:*

11. **Cash Vault Services** – TSC currently utilizes, under a separate contract, an armored car service to bring deposits to the financial institution. The financial institution should be willing to accept deposits via an armored car service.

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

*Comment:*

12. **Employee Check Cashing** – TSC requires the financial institution to cash TSC issued checks to employees (with proper identification) without service charges or fees to the employee or TSC and without requiring the employee to open an account with the financial institution.

- Does the financial institution offer any educational programs for students regarding responsible banking and personal finances?
- Does the financial institution offer any banking incentive programs to staff and students?

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

*Comment:*

13. **Returned Check Reprocessing** – TSC requires deposited checks to be processed for collection at least twice before making non-paid checks available for pick-up by TSC within two business days of the final rejected presentment. TSC requires same day notification of all returned items in excess of \$5,000.00.

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

*Comment:*

14. **Funds Availability** – TSC requires, at a minimum, same day credit for all transactions submitted before 4:00 P.M., subject to the financial institution's availability schedule.

- Will deposits taken to the financial institution during banking hours be counted and verified by the financial institution upon presentation?

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

*Comment:*

15. **Account Analysis** – TSC requires account analysis statements by individual account and at group level, which will reflect 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 TSC on a monthly basis. Indicate any capability to provide the information electronically. This is also a requirement for “No Fee” or “Fee Waiver” proposals.

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

*Comment:*

16. **Account Statements** – Statements shall be rendered within five (5) working days after the close of the calendar 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. Statements should be received on a monthly basis, even if there is no activity for the account. Statements must include copies of deposit slips, and copies of the front and back of all checks.

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

*Comment:*

17. **Payment for Services** – TSC intends to pay for all services provided by the earning credit amount generated by account balances, or by direct payment, or a combination of both.

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

*Comment:*

18. **Account Settlement** – Settlement of the excess/deficient condition as reflected by the group level account analysis is required to occur on a quarterly basis. If deficient, settlement is to be made by direct debit to TSC’s General Fund account.

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

*Comment:*

19. **Research** – TSC requests 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:*

20. **Errors** – Financial institution errors resulting in lost interest to TSC will be reimbursed by the financial institution to the College. The financial institution and TSC will agree upon the method of reimbursement.

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

*Comment:*

21. **Investment Account** – Please provide a description of the financial institution’s best “hard dollar” interest earning option TSC may utilize for cash in excess of general operating needs. If a

sweep option is proposed, confirm its compliance with Local Government Code Chapter 2256 (the "Public Funds Investment Act") and TSC's Investment Policy.

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

**Comment:**

22. **Audit Confirmations** – The financial institution will 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:**

23. **Balance Assessment** – State how the financial institution will treat any Balance Assessment or balance based fee applicable to TSC (i.e. Deposit Supervisory Fee, Premium Assessment Fee, etc.). Please specify how the Balance Assessment will be charged for non-interest bearing balances and or interest bearing balances.

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

**Comment:**

24. **Reserve Requirement** – State whether or not the financial institution imposes a reserve requirement on balances used in calculating earnings credit.

- Yes.
- No.

Reserve Requirement      %

25. **Earnings Credit Rate** – Proposer must state the ECR current rate and rate formula being proposed.

ECR %

Rate Formula:

**Comment:**

**COLLATERAL REQUIREMENTS:**

1. **Collateralization** – The successful applicant shall pledge collateral to satisfy the requirements of the Public Funds Collateral Act, Chapter 2257, Government Code, and TSC's Investment Policy. Ledger balance shall determine the total balance level. The successful applicant shall pledge collateral equal to or in excess of the required level on a same day basis.

TSC shall approve, in advance and in writing, all proposed collateral.

If prior day ending ledger balance is to be used as the basis for calculating the required collateral pledge, in order to minimize any period where TSC balances could be under collateralized, the College will require that the pledged amount be maintained at a minimum of 110% of the prior day ending ledger balance.

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

***Comment:***

2. **Collateral Amount** – The maximum ledger balances could exceed \$90,000,000 in the aggregate. Historically, the average balances are less than \$85,000,000. Please clearly explain any collateral limitations or fees. The College reserves the right to maximize or minimize financial institution balances regardless of historical patterns. The College shall approve, in advance, all proposed collateral increase and reduction requests. It is expected that the successful applicant will 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. **Collateral Custody** – The securities pledged shall be held at an independent custodian acceptable to both the College and the successful respondent. Monthly holding reports shall be filed with the College’s Investment Officer(s). Please provide the name of the proposed independent custodian as well as any related fees.

***Name of Proposed Custodian:***

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

***Comment:***

4. **Collateral Substitution** – Any substitutions of the pledged securities shall be made only by and with the proper written authorization of an authorized College signatory.

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

***Comment:***

5. **Collateral Report** – The successful respondent and the custodian shall provide TSC a monthly pledged securities report or additional reports at any time requested by the College. The report should 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 respondent will be required to provide a 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 the agreement period. The following is an extract of the FIRREA requirement from the FDIC Code:

e) AGREEMENTS AGAINST INTERESTS OF CORPORATION.--

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

(A) is in writing,

(B) was executed by the depository institution and any person claiming an adverse interest thereunder, including the obligor, contemporaneously with the acquisition of the asset by the depository institution,

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

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

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

*Comment:*

#### INVESTMENT ACTIVITIES:

1. **Direct Investment Alternative** – The College's direct investment activities may take place in any and all of the College accounts. The College shall have the right, at its sole discretion, to direct investment of its funds. Interest earnings on interest bearing accounts shall be credited monthly regardless of the amount, with no minimum amount restriction.

As part of TSC's investment strategy, the College reserves the right to open any number of accounts at other financial institution(s), in the form of DDA, MMA, and/or CDs as deemed appropriate by the College's management and adopted Investment Policy. The Investment Policy outlines the College's options for investing. The Policy is subject to annual review and revision by the College Board.

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 respondent agrees to honor and continue any CD made during the term of the agreement that will mature after the expiration date of the 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. **Security Clearance/Safekeeping Services** – TSC requests that the financial institution provide safekeeping services for the securities owned by the College, or offer an alternative option for safekeeping services. All securities will be handled on a Delivery Versus Payment (DVP) basis as they are cleared into and out of the College’s account.

The financial institution will 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 financial institution. Confirmation of trades must be provided to the College within one (1) business day.

Security clearance and safekeeping services shall be governed by a "Safekeeping Agent" or similar agreement executed between TSC and the financial institution. All interest payments on securities held are to 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. TSC must be notified within seven (7) days of a call date notice for any securities being called prior to maturity.

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

All fees related to investment services provided by the financial institution, including safekeeping services, should be itemized and included on the Fee Schedule or separate pricing sheet submitted in response to this RFP.

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

*Comment:*

4. **Separate Securities Clearance and Safekeeping Services** – TSC may select a separate financial institution for Securities Clearance and Safekeeping Services for securities owned by the College. If the financial institution would consider such a relationship, please clearly indicate and provide all itemized fees related to a separate securities clearance and safekeeping services agreement as a part of the Response Attachments under Safekeeping Fees. The requirements of the Securities Clearance and Safekeeping Services relationship are described above.

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 online reporting and/or email within one hour of the transaction and a 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 respondent to comply with the requirements of the 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 Account Records** – The successful respondent's records relating to the College's accounts shall be open for review during normal business hours by designated staff members or appointed independent auditors.

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

*Comment:*

5. **Right to Open and Maintain Other Accounts** – The College reserves the right to open and maintain one or more demand, money market, NOW, and/or CD accounts at financial institutions not affiliated with the successful respondent.

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

*Comment:*

6. **Right to Terminate** – The College expressly reserves the right to terminate the agreement with or without cause at any time by providing sixty (60) days written notice to the successful respondent to close its accounts.

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

*Comment:*

7. **Terms Fixed** – All fees, rates and rate formulas shall be fixed for the entire contract period, including any and all continuations.

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

*Comment:*

8. **One Relationship Officer for Customer Service** – The College requests one relationship manager to coordinate the financial institution's efforts in providing the requested services. This

individual will be the College's contact and will be directly responsible for facilitating all College/financial institution interaction:

<u>Description</u>	<u>Name</u>	<u>Title</u>	<u>Phone</u>
Relationship Officer			

9. **One Support Contact** – The College requests one support service point of contact individual who will be readily accessible and technically capable to respond to and address service problems of an immediate nature:

<u>Description</u>	<u>Name</u>	<u>Title</u>	<u>Phone</u>

**MISCELLANEOUS:**

1. **Semi-Annual Meeting** – The College shall anticipate a review meeting at least once every six months to evaluate the working relationship between the College and the successful respondent. The objective shall be to address any problems and to seek solutions, as well as keeping abreast of changes, new services, or new requirements.

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

*Comment:*

2. **Formal Agreement Required** – The final appointment of the successful respondent shall be made by contract award of the Texas Southmost College District Board of Trustees. The successful respondent shall be required to enter into an agreement that incorporates all of the requirements of their submitted RFP as the official response to this RFP, along with the accompanying related schedules and materials as called for in this RFP. Additional contract attachments include: collateral custodial agreement and FIRREA financial institution certification.

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

*Comment:*

**RESPONSE ATTACHMENTS:**

(Please attach in the order listed)

- Pro-forma Account Analysis** – A pro-forma account analysis statement using your format and service descriptions that reflect your proposed fees based on the volumes provided in this RFA and indicate any capability to provide the information electronically.
- Rate Basis** – Explanation of the institution's policy and methodology used in setting rates paid on interest bearing accounts and account analysis earnings credit. Indicate if they are based on a market rate such as T-Bill discount or yield rate, or the Federal Funds rate, etc., and when the rates are changed. Also, please provide a historical schedule of rates paid.
- Sample Collateral Agreement.**

4. **Security Measures** – Information describing the institution’s security measures to prevent fraud and unauthorized electronic and non-electronic transfers, and protect the integrity of computer banking services and internal computer systems.
5. **Technology Specifications** – Technology specifications for use of all proposed electronic systems and services.
6. **Sample of TSC-owned Securities Safekeeping Report** – Sample safekeeping report of TSC-owned securities that the College will receive monthly.
7. **Securities Safekeeping Fees** – Schedule of Securities Safekeeping Fees.
8. **Investment Account Information** – Information on the investment account recommended for use by the College. Provide information for the bank’s most attractive interest yielding option.
9. **Summary Business Continuity Plan** – Summary of the institution’s business continuation plans as they pertain to the College’s ability to perform normal banking functions during natural and un-natural bank operation disruptions, including a Statement of Commitment to provide the College continuous and ongoing bank depository services to the best of the financial institution’s ability.
10. **Sample FIRREA Compliant Document** – A sample copy of the bank’s document that clearly shows that the bank’s Board or designated committee has accepted the depository contract and authorized the pledge of collateral, with a permanent record of this action to be maintained in the minutes of the bank.

**\*\*COPY FOR REFERENCE ONLY – USE EXCEL FILE TO COMPLETE\*\***

<b>FEE SCHEDULE</b>			
<b>TEXAS SOUTHMOST COLLEGE DISTRICT, BROWNSVILLE, TEXAS</b>			
<b>Based on May 2018 Transaction Volumes With Estimates</b>			
<b>Please include Unit Price for each item listed even if NO ACTIVITY is shown. Also highlight any changes to descriptions or measurement units in both the written and electronic responses.</b>			
<b>Service</b>	<b>Monthly # Of Units</b>	<b>Monthly Unit Price</b>	<b>Estimated Monthly Charge For Service</b>
<b><u>Balance Assessment Fee</u></b>			
Balance Assessment Fee	80,000,000		-
<b><u>General Account Services</u></b>			
Account Maintenance	42		-
Checks Paid - Debits	430		-
Deposit Credits	136		-
ACH Debits	91		-
ACH Credits	62		-
Image Statement	1		-
Electronic Statements via Online System	42		-
<b><u>Depository Services</u></b>			
Returned Deposited Items	2		-
On-Us Branch	7		-
Transit Branch	199		-
Transit Peak Branch	1		-
<b><u>Disbursement Services</u></b>			
Online Positive Pay Image Retrieved	7		-
Online Positive Pay Exceptions	2		-
Online Positive Pay Per Item	424		-
Image Positive Pay Without Reconciliation	2		-
<b><u>General ACH Services</u></b>			
ACH Return Item - Debit	2		-
<b><u>General Account Services - Online Service</u></b>			
Online Delivery of Alerts	12		-
<b><u>Depository Services - Online Service</u></b>			
Statement Item Online Image Maintenance	24		-
Online Images Stored	519		-
Statement Item Images Retrieved	10		-
<b><u>Disbursement Services - Online Service</u></b>			
Online Stop Pay	1		-

<b>ACH Services - Online Service</b>			
ACH Maintenance	3		-
ACH Debit - Per Item	10		-
ACH Pre Notes	44		-
ACH Input Fee	5		-
ACH Input Fee	5		-
ACH Credits - Per Item	1,090		-
ACH Returns Report	3		-
<b>Information Services - Online Service</b>			
Information Reporting Maintenance	1		-
Information Reporting Maintenance - Additional Accounts	41		-
<b>Wire Services - Online Service</b>			
Outgoing Repetitive	6		-
Wire Transfer Maintenance	1		-
Online Account Transfer	7		-
Online Wire Only Account	39		-
<b>Cash Processing Services</b>			
Branch Cash Deposit Immediate Verification	89,878		-
<b>Monthly Total Estimated Fees (excluding one time charges)</b>			-
<b>Security Clearance/Safekeeping</b>			
Safekeeping Account Maintenance	1		-
Safekeeping Account Maintenance - Book Entry	1		-
Safekeeping Account Maintenance - FRB	1		-
Security Clearance Charges/Trade	1		-
Safekeeping Charges/Security	1		-
Interest Collection	1		-
MBS Paydown	1		-
<b>Monthly Total Estimated Safekeeping Fees</b>			-
<b>Other</b>			
	1		-
Night Depository Bags (one time charge)	1		-
Large Safe Deposit Box (annual charge)	1		-
Small Safe Deposit Box (annual charge)	1		-
Endorsement Stamps (one time charge)	1		-
Checks & Deposit Slips	1		-
ACH Software Charge	1		-
CD-ROM Software Charge	1		-
<b>Other Fees for Contract Term (including one time charges)</b>			-

<b>Collected Balances/Earnings Credit</b>			
Rate Basis			
Current Rate	0.000%		
Average Collected Balance	80,000,000		
Less Reserve Requirement			
Investable Balance	80,000,000		
Estimated Earnings Credit per Month			-
<b>Investment Account Interest Rate</b>			
Please specify type of account offered			
Rate Basis			
Current Rate	0.000%		
Average Collected Balance	80,000,000		
Estimated Monthly Earnings	-		
Less Sweep Fee			
Net Estimated Monthly Earnings			-

**Please complete the Fee Schedule in the Excel file provided and submit with the final response.**