



**procurement
operations**

Request for Proposals (RFP)

For

**Project Title: Bank Depository
Services**

Project No.: 10-36

REQUEST FOR PROPOSALS

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HOUSTON COMMUNITY COLLEGE

REQUEST FOR PROPOSALS - SUMMARY

Date: September 7, 2010
Project Title: Bank Depository Services
Project No.: 10-36

ISSUED BY:

Houston Community College
Procurement Operations
3100 Main Street (11th Floor)
Houston, Texas 77002
P. O. Box 667517
Houston, TX 77266-7517

SUBMIT INQUIRES TO:

Name: Wanda Pleasant
Title: Buyer
Telephone: (713) 718-5319
Fax: (713) 718-2113
Email: wanda.pleasant@hccs.edu

Project Overview:

Houston Community College ("HCC") is soliciting proposals from eligible and qualified financial institutions to serve as the Depository Bank for HCC. (Please refer to the Scope of Services, Attachment No. 2.)

Award / Contract Approval:

This Procurement, any award under this procurement, and the resulting contract, if any, is subject to approval by HCC Board of Trustees. Subsequent to Board approval, the only person authorized to commit HCC contractually is the Chancellor or designee. This solicitation is a request for proposals and neither this solicitation nor the response or proposal from any prospective proposer shall create a contractual relationship that would bind HCC until such time as both HCC and the selected proposer sign a legally binding contract, which includes, without limitation, the terms required by HCC as set forth in Attachment No. 3.

Pre-Proposal Meeting: ___X___ **Mandatory** ___ ___ **Not mandatory**

A pre-proposal meeting will be held at Houston Community College, 3100 Main Street, 2nd Floor, Seminar Room A, Houston, Texas 77002 on Monday, September 20, 2010 at 11:00 A.M. (local time).

Proposal Due Date/Time: HCC will accept sealed proposals in original form to provide the required Bank Depository Services until 3:00 P.M. (local time) on Thursday, September 30, 2010. Proposals will be received in the Procurement Operations Department, 3100 Main Street (11th Floor, Room 11A06), Houston, Texas 77002.

Contract Term: It is anticipated that the contract term for contract(s) awarded from this solicitation, if any will be for two (2) years, December 1, 2010 through November 30, 2012, with an option to renew no greater than two (2) additional two-year terms.

Obligation and Waivers: This Request for Proposal does not obligate HCC to award a contract or pay any costs incurred by the proposer in the preparation and submittal of a proposal.

HCC, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL AND/OR REJECT ANY AND ALL PROPOSALS OR A PART OF A PROPOSAL, WITHOUT REASON OR CAUSE, SUBMITTED IN RESPONSE TO THIS SOLICITATION.

HCC RESERVES THE RIGHT TO REJECT ANY NON-RESPONSIVE OR CONDITIONAL PROPOSAL. HCC RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES, IRREGULARITIES AND/OR TECHNICALITIES IN THIS SOLICITATION, THE PROPOSAL DOCUMENTS AND /OR PROPOSALS RECEIVED OR SUBMITTED.

BY SUBMITTING A PROPOSAL, PROPOSER AGREES TO WAIVE ANY CLAIM IT HAS, OR MAY HAVE, AGAINST HOUSTON COMMUNITY COLLEGE AND ITS TRUSTEES OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION OR RECOMMENDATIONS OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

HCC reserves the right to withdraw this solicitation at any time for any reason; remove any scope component for any reason and to issue such clarifications, modifications and / or amendments as deemed appropriate.

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

INSTRUCTIONS TO PROPOSERS

1. Introduction

The Houston Community College (the "College" or "HCC") is requesting applications from eligible and qualified financial institutions to serve as the Depository Bank to the College acting for itself and on behalf of HCC to provide the banking services as described below. The services provided are to be in accordance with the Request for Proposals, including Exhibits and Attachments, duly executed between HCC and the selected financial institution.

The philosophy incorporated into this Bank Depository Services Contract is to solicit RFPs for banking services currently utilized or open for consideration, based on projected activity and transaction volumes. HCC intends to invest its funds to maximize interest income as authorized by the HCC Investment Policy and permitted by state law. From this perspective, the rates HCC can earn on its deposits and investments through the financial institution will be an important element in consideration of the net cost/benefit of the relationship to HCC. HCC reserves the right to withdraw, from time to time, any amount of HCC funds on deposit in any HCC account and invest those funds in accordance with HCC's Investment Policy.

The Depository Bank is an important component of the treasury and cash management system of HCC. From this perspective, HCC is seeking a financial institution that

- meets the requirements of Subchapter A of Chapter 51, Section 51.003 of the Texas Education Code;
- is capable of providing the services required by HCC at the least possible cost;
- is willing to be attentive and responsive to HCC's money matters; and,
- is financially sound.

Exceptions, conditions, or qualifications to the provisions of HCC's specifications or requirements must be clearly identified as such, with the reasons therefore, and alternate language proposed by Proposer, if any, clearly stated and inserted into the appropriate place in the RFP submission. Each one of these exceptions, conditions, or qualifications to the College's specifications is to be included, as appropriate, in this Depository Application. Items and matters not explicitly excepted in this manner will be deemed to be in conformance with the College's specifications.

2. Proposal Submittal

Proposer(s) shall submit one (1) original and four (4) copies of the technical proposal including the price proposal to the address shown below by the date and time specified in this solicitation. In addition to the technical and price proposal, each proposer must complete and return the following documents, if appropriate:

- Proposal / Award Form (Attachment No. 1)
- Schedule of Items and Prices/Bank Service Requirements (Attachment No.2)
- Other Bank Services (Attachment No. 2.1)
- Investment Transactions (Attachment No. 2.2)
- Certificates of Deposit \$100,000 or More (Attachment No. 2.3)
- Contact Personnel (Attachment No. 5)
- Determination of Good Faith Effort (Attachment No.6)
- Small Business Unavailability Certificate (Attachment No. 7)
- Small Business Development Questionnaire (Attachment No. 8) ***** Mail separately.**
- Contractor & Subcontractor/Supplier Participation Form (Attachment No. 9)
- Non-Discrimination Statement (Attachment No. 10)

- Certification & Disclosure Statement (Attachment No. 11)
- Affidavit Form (Attachment No. 12)
- Business Questionnaire (Attachment No. 13)
- Assurance of SBDP Goal (Attachment No. 14)
- Conflict of Interest Questionnaire (Attachment No. 17)
- Disclosures – Financial Interest/Potential Conflicts of Interests (Attachment No. 18)

Attachments to be provided by Proposer

- Sample Account Analysis (Attachment No. 19)
- Availability Schedule (Attachment No. 20)
- Historical Interest Rates (Attachment No. 21)
- Depository Pledge Agreement (Attachment No. 22)
- Sample Safekeeping Agreement (Attachment No. 23)
- Financial Information (Attachment No. 24)
- Disaster Recovery and Control (Attachment No. 25)
- One-Time Setup Fee and Software Fee (Attachment No. 26)
- Balance Reporting (Attachment No. 27)
- HCC Employee and Student Bank Benefits (Attachment No. 28)
- Other Bank Services Proposed (Attachment No. 29)

The envelope containing a proposal shall be addressed as follows:

- Name, Address and Telephone Number of Proposer;
- Project Description/Title;
- Project Number; and
- Proposal Due Date/Time.

All proposals shall be submitted to the following address:

Houston Community College
 Procurement Operations
 3100 Main Street (11th Floor)
 Houston, Texas 77002
 Ref: Project No. 10-36
 Attn: Wanda Pleasant, Buyer

3. **Eligibility for Award**

1. In order for a proposer to be eligible to be awarded the contract, the proposal must be responsive to the solicitation and HCC must be able to determine that the proposer is responsible and has the resources and capacity to perform the resulting contract satisfactorily.
2. Responsive proposals are those that comply with all material aspects of the solicitation, conform to the solicitation documents and meet the requirements set forth in this solicitation. Proposals, which do not comply with all the terms and conditions of this solicitation will be rejected as non-responsive.
- c. Responsible proposers, at a minimum, must meet the following requirements:
 - Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract:
 - Be able to comply with the required performance schedule, taking into consideration all existing business commitments:
 - Have a satisfactory record of past performance:

- Have necessary personnel and management capability to perform any resulting contract:
 - Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements:
 - Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; and is not delinquent in taxes owed to the Houston Community College; signing and submitting the proposal is so certifying to such non-delinquency:
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- d. Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described in Section 3 (c) and as necessary to perform the requirements of the solicitation and be determined a responsible proposer. Failure to provide any requested additional information may result in the proposer being declared non-responsive and the proposal being rejected.
- e. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the proposer or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other bidders.
- f. A person or proposer shall not be eligible to be considered for this solicitation if the person or proposer engaged in or attempted to engage in prohibited communications as described in Section 13 of this solicitation.
- g. The proposing institution is to use this Depository Application as the Official Proposal Form to submit prices, rates, and to answer questions.
- h. Proposer must be an institution qualified under current state law to serve as the College's Depository Bank.
- i. Transfer of funds will commence at such time the successful Proposer has provided the College with all required forms and supplies necessary to insure uninterrupted day-to-day operations. Proposer will, upon termination of contract, cooperate with the new Depository Bank for transfer of funds.
- j. If unit prices and their extensions do not coincide, the College will accept the price(s) resulting in the lesser amount(s). The College requires that bank fees are fixed for the entire contract period.
- k. Estimated quantities have been listed within the Proposal. The College reserves the right to increase or decrease quantities during the contract period, depending upon the College's needs.
- l. There is no express or implied obligation for the College to reimburse responding firms for any expenses incurred in preparing applications in response to this Proposal, and the College will not reimburse responding firms for these expenses, nor will the College pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

4. **Preparation of Proposal**

The Request for Proposals requests certain information to be completed and/or attached and specifically labeled. RFPs must be complete, address all aspects of the RFP, and include all

requested information in the Attachments as listed in the Table of Contents to receive full consideration by the College in the selection process.

a. **Technical Proposal:**

The technical proposal shall include, as a minimum, the following information:

- **Cover letter:** The cover letter shall not to exceed 2 pages in length, summarizing key points in the proposal.
- **Project Management and Services:** This section shall include the management and technical approach as well as a description of all services offered by the proposer. Include an organizational chart, which includes “key” staff members and their respective responsibilities for this project. Provide a detailed management plan with defined lines of authority and proposer’s commitment to utilize HCC students in an internship capacity with the firm.
- **Qualifications and Experience of Firm:** This section shall include a description of the firm, including firm’s history, size and professional staff composition. Include a description of the firm’s past and current contracts/assignments, which are related to the type of services, required by this solicitation.
- **Qualifications and Experience of Personnel:** This section shall include a project-staffing plan including resumes for all proposed “key” staff members who will be assigned to this project. If personnel substitutions are contemplated on a contingency basis, they should also be identified.
- **Small Business Participation:** This section shall include a clear statement of the firm’s commitment and plan to meet the small business goal specified in this solicitation, if any.

b. **Price Proposal:**

The price proposal shall be clearly identified as such in the technical proposal documents. (Refer to Attachments No. 2 through 2.3).

5. **Evaluation Criteria**

HCC staff will carefully review the submitted applications. The staff recommendation will be based on the application determined to be in the best interest of the College. The evaluation of the applications will be made based on the following criteria:

<u>Factor</u>	<u>Percentage Weight</u>
➤ Ability to perform and provide the required and requested services;	15%
➤ Cost of banking services;	15%
➤ Completeness and agreement to points outlined in the Depository Application;	15%
➤ Interest rates paid on interest bearing accounts, time deposits, and investments;	15%
➤ Financial strength and stability;	15%
➤ Earnings credit on average available account balances;	10%
➤ Funds availability;	5%
➤ Convenience of locations; and,	5%
➤ Previous service relationship with the College and its related entities	5%
	<u>Total 100%</u>

6. **Contract Award**

Award of a contract, if awarded, will be made to the proposer who (a) submits a responsive proposal; (b) is a responsible proposer; and (c) offers the best value to HCC, price and other factors

considered. A responsive proposal and a responsible proposer are those that meet the requirements of and are as described in Section 3 or this solicitation. HCC may award a contract, based on initial proposals received, without discussion of such proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical standpoint, which the proposer can submit to HCC.

Except as otherwise may be set forth in this solicitation, HCC reserves the right to waive any informalities, non-material errors, technicalities, or irregularities in the proposals submitted and documents and consider the proposal for award.

HCC also retains the right to select one or more depositories as places of deposit for funds as provided in Subchapter A of Chapter 51, Section 51.003, of the Texas Education Code.

7. **Bid Security Bond**

- a. All bids shall be accompanied by a cashier's check, payable to Houston Community College, in the sum of Fifty Thousand Dollars (\$50,000.00). This check shall be to secure compliance with the bid and if the bid is accepted by HCC and the bidder fails to enter into a contract with Houston Community College as bid, or after being selected as the bidder offering the best value, fail to qualify as the College Depository Bank, then the certified check shall be retained by the College for liquidated damages.
- b. Securities Pledged. As security for the deposits of HCC, the institution will pledge to HCC securities equal to 110% of their market or par value, whichever is lower, of the largest total balances HCC maintains in the institution, less the amount provided by the Federal Deposit Insurance Corporation (FDIC). These aggregate balances are estimated not to exceed \$60,000,000.

Approved securities are restricted to those defined in HCC Investment Policy (Attachment 3.4) and as provided for in the Government Code, Chapter 2257, Collateral for Public Funds.

The Pledge will be evidenced by a separate Depository Pledge Agreement in accordance with the requirements of State and Federal law. Please submit a copy of the Depository Pledge Agreement as Attachment 22.

The securities comprising the pledge are to be calculated using market value. The securities so pledged, the amounts thereon, and the time for pledging it should satisfy statutory requirements and the HCC Investment Policy as included in Attachment 3.4.

HCC will also accept a Surety Bond as collateral for the deposits of HCC. The Surety Bond must meet the requirements of the Texas Education Board and HCC Investment Policy as included in Attachment 3.4.

- c. Safekeeping. The securities pledged are to be held in safekeeping at a financial institution acceptable to HCC. The original copies of all security receipts are to be filed with the Executive Director, Business Affairs. HCC will reimburse the Depository Bank for safekeeping charges, if any. Please specify the safekeeping charges that will apply, if any, in your bid response.

Please submit a copy of the Safekeeping Agreement as Attachment 23. The safekeeping agreement should clearly state that the Trustee is instructed to release the collateralized securities to HCC if HCC has determined that the Depository Bank has failed to pay on any accounts including, but not limited to, matured investments in Certificates of Deposit,

or HCC has determined that HCC funds are in jeopardy for any reason including, but not limited to, involuntary closure or change in ownership.

The Safekeeping Agreement should have signatories and be executed by the Trustee institution, the Depository Bank, and HCC.

- d. Substitutions. Any substitutions of the securities or reductions in the total amount pledged are to be made only by and with the proper written authorization approved by an authorized signatory. HCC will approve all securities pledged. In the case of reductions, the Depository Bank is to provide in writing that collateral will be available when needed to meet normal HCC balance increases throughout the year. Any securities pledged are to satisfy statutory requirements and HCC Investment Policy.
- e. Certification and Delivery of Collateral. In accordance with state law, the Board of Directors of the selected Depository Bank will be required to provide a resolution of certification approving the commitment and delivery of the collateral to the safekeeping institution not later than five days before the commencement of the contract period.

8. Investments

- a. Direct Investment Alternative. HCC desires a Bank Depository relationship which provides full legal flexibility in investment activities. Since state law permits HCC to invest in direct debt securities of the United States Government or its agencies or instrumentalities guaranteed by the full faith and credit of the United States Government, HCC will have the right, at its sole discretion, and based on maturities and liquidity needs of HCC, to select direct investment in government obligations.
- b. Certificates of Deposit. Certificates of Deposit (CD's) purchased for HCC will be non-negotiable and will be registered in the name of HCC. CD's must be fully insured by the FDIC or collateralized by fully guaranteed Federal obligations that are pledged to HCC and that have a market value equal to or greater than the CD for the life of the CD. Proof of collateral must be supplied to HCC before the CD's are paid.
- c. Interest Calculations. Interest on all CD's will be computed on an actual day basis, and the interest paid to HCC on the maturity date. Payments will be made by crediting the accounts from which investments were made. Interest calculations should include the first day in the investment period but should not include the day of maturity.
- d. Extension of Investments. The Depository Bank agrees to honor and continue any investments made during the term of the Depository Services Contract that will mature after the expiration date of the contract at the same rate established before the expiration of the contract.
- e. HCC may lawfully invest all or any portion of its funds. The bidder will and shall aid and assist HCC in any permitted investment without charge, including repurchase agreements. If HCC sells bonds, it reserves the right to invest these monies as allowed by law.

9. Postponement of Proposals Due Date/Time

Notwithstanding the date/time for receipt of proposals established in this solicitation, the date and time established herein for receiving proposals may be postponed solely at HCC's discretion.

10. Oral Presentations

During the process of selecting a company to provide the required services, oral presentations may or may not be held. Each proposer should be prepared to make a presentation to HCC. The

presentations must show that the proposer clearly understands the requirements of the solicitation, and has a strategic plan and approach to complete the work.

11. Small Business Development Program (SBDP)

- a. HCC has adopted a Small Business Development Program for small businesses attempting to provide goods and/or services as prime contractors or as subcontractors to other prime contractors to HCC. The program is designed to prevent discrimination by ensuring that small, underutilized and disadvantaged businesses are informed and prepared to compete for HCC procurements. HCC will neither discriminate nor select vendors on the basis of race, color, national origin, religion, gender, age or disability in its procurement selection process.
- b. Small businesses whose gross annual income averaged over the past three (3) years does not exceed the Small Business Administration's size standard as specified in 13 CFR Part 121 are eligible to apply for participation in the program.
- c. For this solicitation, HCC has established Best Effort as its goal for Small Business participation.
- d. Good Faith Efforts: HCC will make a good faith effort to utilize small businesses in all contracts. The annual program goals may be met by contracting directly with small businesses or indirectly through subcontracting opportunities. Therefore, any business that contracts with HCC will be required to make a good faith effort to award subcontracts to small businesses. The subcontracting goal applies to all vendors regardless of their status. By implementing the following procedures, a contractor shall be presumed to have made a good faith effort:
 - e. To the extent consistent with industry practices, divide the contract work into reasonable lots.
 - f. Give notice to SBDP eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars.
 - g. Document reasons for rejecting a firm that bids on subcontracting opportunities.

12. Small Business Compliance

To ensure compliance with any stated small business participation goal, the selected contractor will be required to meet with the HCC Buyer and the HCC Small Business Representative at the 50% and 75% completion phases/dates of the project, to verify small business participation activity and to ensure compliance with the stated small business goal, if any.

13. Prime Contractor/Contracts for Services

The prime contractor must perform a minimum of 30% of any contract for services with its labor force and or demonstrate management of the contract for services to the satisfaction of HCC.

14. Internship Program

- a. HCC is expanding its student internship program. All vendors are encouraged to make a commitment to utilize certain HCC student(s) in an internship capacity with the company under any resulting contract for services required under this solicitation. The selected contractor will be expected to pay the student(s) at least the minimum wage required by law. HCC will provide the selected contractor with the name of student(s) eligible to participate in the internship program.
- b. For additional information regarding the internship program, please contact Dr. Freddie Wade, Director of Workforce Program Initiatives at (713) 718-7596.

15. Prohibited Communications

Except as provided in exceptions below, the following communications regarding this solicitation or any other invitation for bids, requests for proposal, requests for qualifications, or other solicitation are

prohibited:

- Between a potential vendor, subcontractor to vendor, service provider, proposer, offeror, lobbyist or consultant and any Trustee;
- Between any Trustee and any member of a selection or evaluation committee; and
- Between any Trustee and administrator or employee.

The communications prohibition shall be imposed from the day the solicitation is first advertised through the day the contract documents are signed by all parties. During this period, no HCC Trustee and no Vendor shall communicate in any way concerning any pending Solicitation involving that Vendor, subject to the penalties stated herein.

The communications prohibition shall terminate when:

- The contract is awarded by the Chancellor or designee; or
- The award recommendations are considered by the Board at a duly-noticed public meeting.

In the event the Board refers the recommendation back to staff for reconsideration, the communication prohibition shall be re-imposed.

The communications prohibition shall not apply to the following:

- Duly noted pre-bid or pre-proposal conferences.
- Communications with the HCC General Counsel.
- Emergency contracts.
- Presentations made to the Board during any duly-noticed public meeting.
- Unless otherwise prohibited in the solicitation documents, any written communications between any parties, provided that the originator shall immediately file a copy of any written communication with the Board Services Office. The Board Services Office shall make copies available to any person upon request.
- Nothing contained herein shall prohibit any person or entity from publicly addressing the Board during any duly-noticed public meeting, in accordance with applicable Board policies, regarding action on the contract.

Any potential vendor, subcontractor vendor, service provider, bidder, offeror, lobbyist or consultant who engages or attempts to engage in prohibited communications shall not be eligible for the award of any resulting contract under this solicitation. Any other direct or indirect actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive bidders, or to disregard ethical and legal trade practices will disqualify bidders, vendors, service providers, lobbyist, consultants, and contractors from both this current and any future consideration for participation in HCC orders and contracts.

16. **Drug Policy**

HCC is a drug-free workforce and workplace. The manufacture, sale, distribution, dispensation, possession or use of illegal drugs (except legally prescribed medications under physician's prescription and in the original container) or alcohol by vendors or contractors while on HCC's premises is strictly prohibited.

17. **Taxes**

HCC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. Limited Sales Tax Number: 1-74-1709152-1. No proposal shall include any costs for taxes to be assessed against HCC.

18. **Explanation to Proposers**

Any explanation desired by a prospective proposer regarding the meaning or interpretation of the solicitation documents must be requested in writing and with sufficient time allowed (a minimum of

seven (7) calendar days before the date set to receive proposals) for a response to reach prospective proposers before the submission of their proposals. Any HCC response will be in the form of an amendment of the solicitation or an informational letter. The response will be made available to all prospective proposers via HCC website at www.hccs.edu. Receipt of any amendment(s) issued by HCC shall be acknowledged with the proposal submission.

19. **Texas Public Information Act**

HCC considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature, and therefore, shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) ("the Act") after a contract if any, is awarded. If the proposer considers any information submitted in response to this request for proposal to be confidential under law or constitute trade secrets or other protected information, the proposer must identify such materials in the proposal response. Notwithstanding the foregoing, the identification of such materials would not be construed or require HCC to act in contravention of its obligation to comply with the Act and the proposer releases HCC from any liability or responsibility for maintaining the confidentiality of such documents.

20. **Appropriated Funds**

The purchase of service or product, which arises from this solicitation, is contingent upon the availability of appropriated funds. HCC shall have the right to terminate the resulting contract at the end of the current or each succeeding fiscal year if funds are not appropriated by the HCC Board of Trustees for the next fiscal year that would permit continuation of the resulting contract. If funds are withdrawn or do not become available, HCC reserves the right to terminate the resulting contract by giving the selected contractor a thirty (30) day written notice of its intention terminate without penalty or any further obligations on the part of HCC or the contractor. Upon termination of the contract HCC shall not be responsible for any payment of any service or product received that occurs after the end of the current contract period or the effective date of termination, whichever is the earlier to occur. HCC's fiscal year begins on September 1 and ends on August 31st.

21. **Conflict of Interest**

If a firm, proposer, contractor or other person responding to this solicitation knows of any material personal interest, direct or indirect, that any member, official or employee of HCC would have in any contract resulting from this solicitation, the firm must disclose this information to HCC. Persons submitting a proposal or response to this solicitation must comply with all applicable laws, ordinances, and regulations of the State of Texas Government Code, including, without limitation, Chapter 171 and 176 of the Local Government Code. The person /proposer submitting a response to this solicitation must complete (as applicable), sign and submit **Attachment No. 17, Conflict of Interest Questionnaire Form, and Attachment No. 18, Disclosures – Financial Interest and Potential Conflict of interests** with the proposal package. HCC expects the selected contractor to comply with Chapter 176 of the Local Government Code and that failure to comply will be grounds for termination of the contract.

22. **Ethics Conduct**

Any direct or indirect actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive bidders, or to disregard ethical and legal trade practices will disqualify vendors and contractors from current and future consideration for participation in HCC orders and contracts.

22. **No Third Party Rights**

This Contract is made for the sole benefit of the HCC and the Contractor and their respective successors and permitted assigns. Nothing in this Contract shall create or be deemed to create a relationship between the Parties to this Contract and any third person, including a relationship in the

nature of a third-party beneficiary or fiduciary.

24. **Submission Waiver**

By submitting a response to this RFP, the Offerer or respondent agrees to waive any claim it has or may have against Houston Community College and its trustees, employees or agents arising out of or in connection with (1) the Administration, evaluation or recommendation of any offer or response; (2) any requirements under the solicitation, the solicitation or response package or related documents; (3) the rejection of any offer or any response or any part of any offer or response; and/or (4) the award of a contract, if any.

25. **Other Miscellaneous**

- a. Periodic Review. The College requires a review meeting at least once every six months to evaluate the working relationship between the College and the Depository Bank. The objectives include addressing any problems and to seek solutions, as well as keeping abreast of changes, new services, or new requirements.
- b. Depository Application and Resulting Contract. The final appointment of the Depository Bank will be made by the College by a contract award of the College Board of Trustees. The successful Proposer may be required to execute a new Depository Application/Depository Services Contract which incorporates all of the requirements of this Depository Application, accompanying related schedules, and materials as called for in this Depository Application, and any exceptions, conditions, or qualifications to the specifications included herein as deemed appropriate by the College. In the alternative, this fully executed Depository Application and accompanying related schedules, attachments, and materials constitute the Depository Services Contract upon acceptance and execution by the College.
- c. Designating Officials. The Proposer is to provide a list of contact personnel, Attachment No. 17 within the financial institution for communication and assistance with the College.

ATTACHMENT NO. 1
HOUSTON COMMUNITY COLLEGE
REQUEST FOR PROPOSALS
PROPOSAL/CONTRACT AWARD FORM

PROJECT TITLE: Bank Depository Services

PROJECT NO.: 10-36

Name of Proposer/Contractor: _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

Receipt of Proposal Amendment Number(s): _____

In compliance with the requirements of this Request for Proposals for Bank Depository Services, the undersigned hereby proposes to furnish all necessary resources required to perform the services in accordance with the Technical and Price Proposal dated _____ and as mutually agreed upon by subsequent negotiations, if any.

Signed By: _____

Name: _____
(Type or Print)

Title: _____
(Type or Print)

ACCEPTANCE AND CONTRACT AWARD FORM
(Note: This page will be completed by HCC.)

Purchase Order No. _____ (for payment purposes only)

Project No. 10-36

Contractor to perform the work required herein in accordance with Purchase Order(s) issued by HCC and the Terms and Conditions of Purchase posted on the HCC website at www.HCC.edu, incorporated herein by reference, and the prices, scope of services and general terms and conditions attached hereto and made a part hereof.

HOUSTON COMMUNITY COLLEGE

Executed for and on behalf of the Houston Community
College pursuant to approval by the Board of Trustees
on _____, 2010

Signed By: _____

Title: Executive Director, Procurement Operations

**ATTACHMENT NO. 2
SCHEDULE OF ITEMS AND PRICES
FOR
BANK DEPOSITORY SERVICES**

The Bidder/Contractor shall furnish all resources and services necessary in accordance with the scope of services and the general terms and conditions of the sample contract for the price(s) listed below.

**BANK SERVICE REQUIREMENTS
(Pro Forma Volumes Based on May 2010)**

(TO BE COMPLETED BY THE FINANCIAL INSTITUTION):

SERVICE DESCRIPTION	MONTHLY ACTIVITY	UNIT PRICE	TOTAL CHARGE
Balance Related Services			
FDIC Assessment	\$37,426,506		
Depository Services			
Account Maintenance	11		
Banking Center Deposit	2		
Vault Deposit	858		
Item Processing Deposit	3		
Debits Posted – Other	6		
General Cks Paid – Not Truncated	97		
Direct DDA Stmt Per Acct	18		
Direct Stop Pay Inquiry	1		
Direct Paid Item Inquiry	23		
TFR Master Acct Maint	1		
TRF Subsidiary Acct Maint	3		
Depository+ Sub Acct Maint	3		
Returns – Chargeback	2		
Cks Deposited	1,019		
Stop Pay Automated <= 12 Months	12		
Debits Posted – Electronic	128		
Credits Posted – Electronic	625		
Gen Disb Cks PD – IS Front IMG	1		
Direct Account Transfer	5		
Commercial Deps – Cash Vault			
Curr/Coin Dep/\$100 – VLT	6,025		
Curr Supp/\$100-Nonstd-VLT	18		
Coin Supply/Roll – Bkg Ctr	20		
Coin Supplied/Roll – VLT	141		
Change Order Vault	6		
Change Order Bkg Ctr	3		
Curr Supp/\$100 – Bkg Ctr	6		
General ACH Services			
ACH Optional Rpts – Electronic	35		
ACH Delete/Reversal (E)	2		
ACH Return Item – NOC	97		

ATTACHMENT NO. 2 (Page 2 of 3)
HOUSTON COMMUNITY COLLEGE
SCHEDULE OF ITEMS AND PRICES / BANK SERVICE REQUIREMENTS

SERVICE DESCRIPTION	MONTHLY ACTIVITY	UNIT PRICE	TOTAL CHARGE
General ACH Services (continued)			
ACH Monthly Maintenance (E)	7		
ACH Input – Transmission (E)	62		
ACH Blocks Auth Instructions	16		
ACH Blocks Auth Maintenance	10		
ACH Originated Addenda (E)	596		
ACH Monthly Maintenance (W)	2		
Corporate Off US Credits (W)	53		
ACH Originated Addenda (W)	50		
ACH Standard Reports – Fax	5		
ACH Standard Reports – Electronic	30		
Consumer On Us Credits (E)	2,857		
Consumer Off US Credits (E)	8,711		
Consumer On US Debits (E)	286		
Consumer Off US Debits (E)	1,434		
Corporate On US Credits (E)	367		
Corporate Off US Credits (E)	229		
ACH Credit Received Item (E)	617		
ACH Debit Received Item (E)	141		
Controlled Disbursements			
Controlled Disb Maintenance	2		
Cont Disb Cks Paid – Truncated	1,524		
Cont Disb – Funding Credits	24		
Wire Transfer			
Direct Wire Maintenance Fee	1		
Elec Wire Out – Domestic	30		
Elec Wire Out – Book DB	2		
Incoming Domestic Wire	3		
Cust Maint Template Storage	23		
Account Reconciliation			
ARP Full PPay Maint Paper Rpt	5		
ARP Full PPay Input Per Item	1,669		
ARP Recon Trans End of Cycle	3		
Positive Pay Exceptions	1		
ARP PPay Maint – No Recon	6		
ARP PPay No Recon Input Item	1		
Information Services			
Direct Previous Day Maint	1		
Direct Current Day Maint	1		
Direct Per Account	18		
Direct Current Day Std Item	1,655		
Direct Previous Day Ext Item	3,924		

ATTACHMENT NO. 2 (Page 3 of 3)
HOUSTON COMMUNITY COLLEGE
 SCHEDULE OF ITEMS AND PRICES /BANK SERVICE REQUIREMENTS

SERVICE DESCRIPTION	MONTHLY ACTIVITY	UNIT PRICE	TOTAL CHARGE
EDI Services			
Direct EDI Report Per Acct	1		
Rcvg Remit Adv – Online Trans	233		
Receiving – Advising - Online	1		
Cashpay Services			
Cashpay Monthly Maint – ATM	725		
Cashpay ATM WD Domestic	595		
Cashpay Web User Services	2		
Cashpay Elec – Enrollment	18		
Image			
CD ROM Maintenance	3		
CD ROM Per Image	1,621		
CD ROM Disk	3		
Miscellaneous			
Check Copy	7		
Nonrelationship Cust Ck Cashed	38		
Total Service Charges			

Earnings Credit Rate on Available Account Balances for the most recent three months:

June, 2010 _____%.

July, 2010 _____%.

August, 2010 _____%

Rate Basis _____

ATTACHMENT NO. 2.1

HOUSTON COMMUNITY COLLEGE OTHER BANK SERVICES

<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
Safe Deposit Box (1 large)		
Tamper-proof Disposable Deposit Bags (Large & Small)		
Endorsement Stamps (self-inking)		
Printed Deposit Tickets (4-part carbonless)		

As **Attachment No. 25** please describe in detail the disaster and control procedures in place as described in Section VIII Other Stipulations, Paragraph G.

As **Attachment No. 26**, please provide the pricing for any one-time setup fee and software fee for bank services the College is currently using as included in **Attachment No. 2**, and considering using in **Attachment No. 2.1**.

To maximize control and investment opportunities, the College requires Balance Reporting for daily access of its bank accounts to obtain balance information. The most desirable access would be accomplished via Internet. The information to be contained in the report would be for the 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. As **Attachment No. 27** please confirm the capability of your bank to provide this service, the options available, and the pricing.

As **Attachment No. 28** please provide bank benefits that would be available to HCC employees and students, i.e., free checking, discounted loans, traveler's checks, etc.

The College will consider Other Bank Services Proposed which may benefit HCC, including Remote Capture for Electronic Check Deposits. As **Attachment No. 29**, please list and discuss additional services available and the pricing of each.

ATTACHMENT NO. 2.2

**HOUSTON COMMUNITY COLLEGE
INVESTMENT TRANSACTIONS**

The depository institution represents a potential source for investment transactions, and is a basis for Proposal comparison. In this section, there are three sample investment opportunities based on a specific date. Please complete the sample transaction section below with the investments you would recommend for the amount and time the funds are available for investment.

A transaction will be an order placed with the Agent on a particular day to purchase investment securities. Each transaction may include the purchase of more than one security with more than one maturity date.

Investment securities will include all securities allowed by the Texas Public Funds Investment Act, or as amended and permitted by the College Investment Policy which may be more restrictive than state law.

For the following three-sample investment transactions, use Tuesday, September 14, 2010, as the acquisition date for the purchase of the securities.

1)	Amount available to invest	\$1,000,000
	Investment period	30 days
	Security	_____
	Maturity date	_____
	Par value	_____
	Cost	_____
	Equivalent bond yield	_____
	Cost of transaction (fee)	_____
2)	Amount available to invest	\$2,000,000
	Investment period	60 days
	Security	_____
	Maturity date	_____
	Par value	_____
	Cost	_____
	Equivalent bond yield	_____
	Cost of transaction (fee)	_____
3)	Amount available to invest	\$1,000,000
	Investment period	180 days
	Security	_____
	Maturity date	_____
	Par value	_____
	Cost	_____
	Equivalent bond yield	_____
	Cost of transaction (fee)	_____

ATTACHMENT NO. 2.3

**HOUSTON COMMUNITY COLLEGE
CERTIFICATES OF DEPOSIT
(\$100,000 or More)**

<u>DAYS</u>	<u>RATE BASIS</u>	<u>(+ OR -) BASIS POINTS</u>	<u>MARKET RATE</u>
0 - 6			
7 - 30			
31 - 60			
61 - 90			
91 - 120			
121 - 150			
151 - 180			
181 - 365			

Minimum and Maximum Maturity Lengths and Dollar Amounts.

- I. The minimum maturity length the Bank is willing to accept is _____.
- II. The maximum maturity length the Bank is willing to accept is _____.
- III. The minimum amount of investments the Bank is willing to accept is _____ dollars.
- IV. The maximum amount of investments the Bank is willing to accept is _____ dollars.

**ATTACHMENT NO. 3
SCOPE OF SERVICES
FOR
BANK DEPOSITORY SERVICES**

I. **Account Activities**

A. **Number of Accounts for The College.** The College has seventeen (17) active bank accounts, with its current depository as set forth in **Attachment No. 3.1**. Also see **Attachment No. 3.2** and **Attachment No. 3.3** for average bank balances and transactions.

The College issues checks through the **A/P Clearing Account** which is utilized to issue vendor payments. The average number of checks per month is 1,600 and the estimated dollar amount per month is \$6,000,000. The number of electronic vendor payments per month is 1,000 and the estimated dollar amount per month is \$2,200,000.

The College offers its employees direct deposit of payroll and approximately 5,900 of the 6,000 employees use this service for an estimated monthly debit amount of \$10,800,000. Also, 725 employees are paid with Cashpay Cards. Please specify the charges that apply for employee Cashpay Cards. The College requires check-cashing services for employees' payroll checks at no charge to the employee.

The College reserves the right to open or close any number or type of accounts as it deems necessary through the term of the Depository Services Contract. Any services not listed, but later requested by the College, will be charged for at a mutually agreed upon fee. Fees are to be fixed for the entire contract period. No additional setup fees or software fees will be charged if the Depository Bank merges or is acquired by another bank.

B. **Services and Volumes.** The services which should be made available to the College include, but are not limited to, the items that are identified in **Attachment No. 2**, Bank Service Requirements, and in **Attachment No. 2.1**, Other Bank Services. **Attachments No. 2.2 and No. 2.3** have been included to provide additional bank information regarding transaction volumes and dollar amounts that should be helpful in responding to this Depository Application. The College also requires check-cashing service for the College employees and students at no charge.

To maximize cash management control and investment opportunities, the College requires balance reporting for daily access of its bank accounts to obtain balance information. This would be accomplished by an Internet-based online reporting system which will provide the daily ending ledger and collected balances from the prior day for all accounts, a detail of the prior day's debits and credits, one day float amount, two day float amount, total credits, total debits, and detail debits and credits, current day disbursements, including deposit tickets and check numbers (if available), and current day incoming or outgoing, wires, and current day ACH. The system shall also allow online inter- and intra-bank transfers, ACH, stop payment, and wire transfer origination instruction processes with user-defined security requirements.

C. **Collateral Required.** The balances maintained in all accounts must be collateralized in the same manner and under the same stipulations as outlined in the Pledge Requirements section. The maximum ledger and investment balances are estimated to be \$200,000,000 in the aggregate. See **Attachment No. 3.2** for average balances by month.

D. **Bank Statements.** Bank statements are to be rendered within five (5) working days after the

close of the calendar month. The statements are to include debits and credits made on the last day of the period and the detail items. Electronic downloads, CD ROM's, and hard copies are required by the College.

E. Method of Payment and Reporting. The College intends to pay for all services provided by the institution as set forth in Section IV. B. and **Attachments No. 2 and No. 2.1**. The method to be used for the payment of these services will be the direct payment method to the extent that the cost of services exceeds the earnings credit amount generated by account balances.

The College requires account analysis statements on a monthly basis 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, and detail of services provided with quantities and unit fees for each to arrive at a total service cost.

Settlement of the excess/deficient condition as reflected by the group level account analysis is to occur on an annual basis. **Please submit a sample of the monthly account analysis statement that will be provided to the College as Attachment No. 18.**

F. Availability of Funds. Please provide a schedule and detailed explanation of funds availability, showing both time and day of availability, and specify the institution location to which the availability is applicable. If more than one availability schedule is applicable, provide both. **Please submit the availability schedule(s) as Attachment No. 19.**

G. Interest Rates. The collected balances in each account should be accessible via the Internet and will be available for investment at the option of the College. Funds in interest bearing accounts will earn interest at the rate paid on interest bearing accounts. Please provide an explanation of the institution's policy and methodology used in setting rates paid on interest bearing accounts. 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 on this type of interest bearing account. **Please provide the interest rate information as Attachment No. 20.**

H. Federal Income Tax Withholding. The College requires the Depository Bank to provide Federal Income Tax withholding depository services via ACH.

I. Research Requests. The College requests that all research requests be responded to within three business days of the request.

J. Bank Errors. The Bank will reimburse bank errors resulting in lost interest to the College. The method of reimbursement will be agreed upon by the Bank and the College.

II. **Pledge/Requirements**

A. Securities Pledged. As security for the deposits of the College, the institution will pledge to the College securities equal to 107% of the largest total balances the College maintains in the institution, less the amount provided by the Federal Deposit Insurance Corporation (FDIC). These aggregate balances are estimated not to exceed \$200,000,000.

Approved securities are restricted to those defined in the College Investment Policy and as provided for in the Government Code, Chapter 2257, Collateral for Public Funds.

This Pledge will be evidenced by a separate Depository Pledge Agreement in accordance with the requirements of State and Federal law. **Please submit a copy of the Depository Pledge**

Agreement as Attachment No. 21.

The securities comprising the pledge are to be calculated using market value. The securities so pledged, the amounts thereon, and the time for pledging it should satisfy statutory requirements and the College Investment Policy. Please see **Attachment No. 3.4.**

The College will also accept a Surety Bond as collateral for the deposits of the College. The Surety Bond must meet the requirements of the Texas Education Board and the College Investment Policy as available in **Attachment No. 3.4.**

B. Reporting Requirements. The institution is to provide the College a report of securities pledged at the end of each month or at any time requested by the Controller and Chief Financial Officer or any other designated official. The report should reflect the total pledged securities itemized by:

- Name
- Type/Description
- Par Value
- Market Value
- Maturity Date
- Rating by Moody's or Standard & Poor's (both, if available)

C. Safekeeping. The securities pledged are to be held by HCC' safekeeping agent. The collateral for bank deposits will be held in a Federal Reserve Bank account in HCC' name or a third-party bank acceptable to HCC. The original copies of all security receipts are to be filed with the Controller and Chief Financial Officer. The College will reimburse the Depository Bank for safekeeping charges, if any. Please specify the safekeeping charges that will apply.

Please submit a copy of the Safekeeping Agreement as Attachment No. 22. The safekeeping agreement should clearly state that the Trustee is instructed to release the collateralized securities to the College if the College has determined that the Depository Bank has failed to pay on any accounts including, but not limited to, matured investments in Certificates of Deposit, or the College has determined that the College funds are in jeopardy for any reason including, but not limited to, involuntary closure or change in ownership.

The Safekeeping Agreement should have signatories and be executed by the Trustee institution, the Depository Bank, and the College.

D. Substitutions. Any substitutions of the securities or reductions in the total amount pledged are to be made only by and with the proper written authorization approved by an authorized signatory. The College will approve all securities pledged. In the case of reductions, the Depository Bank is to provide in writing that collateral will be available when needed to meet normal College balance increases throughout the year. Any securities pledged are to satisfy statutory requirements and the College Investment Policy as available in **Attachment No. 3.4.**

E. Certification and Delivery of Collateral. In accordance with state law, the Board of Directors of the selected Depository Bank will be required to provide a resolution of certification approving the commitment and delivery of the collateral to the safekeeping institution no later than five days before the commencement of the contract period.

III. Investment Activities

For illustration of the College's investment activity, see **Attachment No. 3.5**.

A. Direct Investment Alternative. The College desires a Bank Depository relationship which provides full legal flexibility in investment activities. Since state law permits the College to invest in direct debt securities of the United States Government or its agencies or instrumentalities guaranteed by the full faith and credit of the United States Government, the College will have the right, at its sole discretion, and based on maturities and liquidity needs of the College, to select direct investment in government obligations. **Attachment No. 2.2**, Investment Transactions, provides the scenarios of three sample investment opportunities for a specific date.

For each of the three investment options, enter the information that would represent the optimum use of the funds for the time permitted, including agency type, maturity date, par value, cost, bond yield, and transaction fee, if any.

B. Certificates of Deposit. Certificates of Deposit (CD's) purchased for the College will be non-negotiable and will be registered in the name of the College. CD's must be fully insured by the FDIC or collateralized by fully guaranteed Federal obligations that are pledged to the College and that have a market value equal to or greater than the CD for the life of the CD. Proof of collateral must be supplied to the College before the CD's are paid for. (See **Section V** for Pledge Requirements.)

Proposers should state the rate of interest payable and the basis used to establish the rate, for each of the time periods as indicated on **Attachment No. 2.3**, Certificates of Deposit \$100,000 or more. Also, indicate the investment minimums and maximums for maturity lengths and dollar amounts.

C. Interest Calculations. Interest on all CD's will be computed on an actual day basis, and the interest paid to the College on the maturity date. Payments will be made by crediting the accounts from which investments were made. Interest calculations should include the first day in the investment period but should not include the day of maturity.

D. Extension of Investments. The Depository Bank agrees to honor and continue any investments made during the term of the Depository Services Contract that will mature after the expiration date of the contract at the same rate established before the expiration of the contract.

IV. Overdraft Provisions

The College does not intend to have a net overdraft position occur during the course of the contract period. A net overdraft is to be defined as a negative balance in the College's accounts collectively, not by individual account. However, should a net overdraft condition occur, the following stipulations would apply:

(To be completed by the financial institution.)

- The maximum number of days the overdraft condition would be allowed is _____ banking days.
- The maximum amount of the overdraft to be allowed would be \$_____.
- The interest rate would be _____% per annum computed on an actual day basis for the days and amount of the overdraft.

In the event a check or checks are presented for payment where there are insufficient funds for the purpose of paying checks, the Depository Bank agrees to promptly notify the Controller and Chief Financial Officer, by telephone or other means, of the overdraft condition, and to provide the Controller and Chief Financial Officer a period not exceeding one business day to respond and rectify the condition.

V. **Other Stipulations**

A. **Regulation Notices.** The successful Proposer is to notify the College in writing within ten (10) days of any changes in Federal or State regulations or laws that would affect the Depository Services Contract.

B. **Wire Transfers.** Notification of wire transfers will be made to the Controller and Chief Financial Officer by written confirmation mailed to the College the same day of the transaction at no charge to the college. The College also requires same day notification be available online.

C. **Right to Cancel Contract.** In the event it would be ruled illegal under the provisions of any Federal or State laws or regulations for the Depository Bank to comply with the requirements of the Depository Services Contract, then the College expressly reserves the right and privilege to cancel the Depository Services Contract and to re-propose.

D. **Right to Audit Records.** The Depository Bank's records relating to the College's accounts will be open for review during normal business hours by designated College staff members or College appointed independent auditors.

E. **Financial Reports.** **As Attachment No. 23, the proposing institution will submit a copy of the latest annual audited annual financial statements, the past two most recent quarterly FDIC call reports, the Uniform Bank Performance Report for the latest fiscal year end, and Depository's rating from an independent depository-rating agency.**

F. **Term of the Depository Services Contract.** The term of the Depository Services Contract will be for the period December 1, 2010, through November 30, 2012, with an option to renew no greater than two (2) additional two-year terms. The extensions will be under the same contract terms and conditions, with the mutual agreement of both parties. Further, the Agreement will have a ninety-day extension period for transition to the new depository bank at the end of the term.

G. **Disaster Recovery and Control.** **As Attachment No. 24, the proposing institution should describe disaster recovery and control including the following:**

- Describe the Bank's electronic data procedures and/or manual system used to provide banking services along with backup and recovery capabilities.
- Describe the Bank's ability to make cash available before, during and after an emergency situation.
- Does the Bank have off-site facilities? If so, what are their locations?
- How quickly can the "hot" site be implemented in case of an emergency?
- Provide a detailed description of the controls in place to insure the integrity of the funds transfer system.

ATTACHMENT NO. 3.1

**HOUSTON COMMUNITY COLLEGE
BANK ACCOUNTS at BANK OF AMERICA as of 8/1/2010**

ACCOUNT NAME	ACCOUNT TYPE
A/P Clearing Controlled Disbursement	Non-interest bearing
2003 Ltd Tax Bonds Controlled Disbursing Acct	Non-interest bearing
TG Student Loan	Non-interest bearing
Retirement of Indebtedness Interest Sinking Fund	Interest bearing
General A/P Clearing	Non-interest bearing
Current Operating	Non-interest bearing
Payroll	Non-interest bearing
Tuition Fees Other Campus Deposits	Non-interest bearing
State Local Current Restricted	Non-interest bearing
Unexpended – Plant Fund	Interest bearing
Federal Restricted Funds	Non-interest bearing
Auxiliary Enterprise Fund	Non-interest bearing
2003 Limited Tax Bonds	Interest bearing
HCC Managed PFI	Interest bearing
2001A Bond Debt Service Reserve	Interest bearing
2001A Bond Sinking & Interest	Non-interest bearing
2001A Bond Proceeds	Interest bearing

Note: HCC also has a high-yield savings account at J P Morgan Chase Bank.

ATTACHMENT NO. 3.2

**HOUSTON COMMUNITY COLLEGE
ACCOUNT ANALYSIS SUMMARY**

(June 2009 through May 2010)

MONTH, YEAR	AVERAGE COLLECTED BALANCE	INVESTMENT AVAILABLE BALANCE
June, 2009	\$787,214	\$1,318,352
July, 2009	2,957,583	1,318,677
August, 2009	6,429,081	1,319,013
September, 2009	11,958,032	2,111,323
October, 2009	10,679,577	3,474,997
November, 2009	7,647,741	3,865,791
December, 2009	10,030,444	3,866,143
January, 2010	10,220,360	5,247,614
February, 2010	10,612,238	7,720,712
March, 2010	10,780,028	7,451,467
April, 2010	10,607,848	25,136,472
May, 2010	6,718,542	30,637,152
TOTAL	\$99,4	\$93,467,713
MONTHLY AVERAGE	\$8,285,724	\$7,788,976

ATTACHMENT NO. 3.3

**HOUSTON COMMUNITY COLLEGE
BANK TRANSACTIONS BY ACCOUNT**
(Transactions during May 2010)

HCC ACCOUNTS	NUMBER CREDITS	NUMBER DEBITS	ENDING LEDGER
A/P Clearing Controlled Disbursement	23	29	\$0
2003 Ltd Tax Bonds Controlled Disbursing Acct	4	4	0
TG Student Loan	20	16	616,838
Retirement of Indebtedness Interest Sinking Fund	1	0	413,380
General A/P Clearing	0	0	0
Current Operating	250	130	6,172,518
Payroll	23	24	0
Tuition Fees Other Campus Deposits	992	80	0
State Local Current Restricted	0	0	0
Unexpended – Plant Fund	1	0	1,317,936
Federal Restricted Funds	208	13	0
Auxiliary Enterprise Fund	63	26	0
2003 Limited Tax Bonds	11	13	385,129
HCC Managed PFI	2	1	24,666,219
2001A Bond Debt Service Reserve	1	1	4,237,354
2001A Bond Sinking & Interest	0	0	0
2001A Bond Proceeds	1	0	1,560
TOTAL	1600	337	\$37,810,934

ATTACHMENT NO. 3.4

HOUSTON COMMUNITY COLLEGE, TEXAS INVESTMENT POLICY

December 10, 2009

PREFACE

The purpose of this document is to set forth specific investment policy and strategy guidelines for the Houston Community College (the "HCC") in order to achieve the goals of safety, liquidity, yield, and public trust for all investment activity. The Board of Trustees of HCC shall review its investment strategies and policy not less than annually. This policy serves to satisfy the statutory requirements (specifically the Public Funds Investment Act, Chapter 2256 of the Texas Government Code [the Act]) to define, adopt and review a formal investment strategy and policy.

It is the policy of HCC that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with State and Federal regulations, applicable Bond Resolution requirements, adopted Investment Policy and adopted Investment Strategy.

Effective investment strategy development coordinates the primary objectives of HCC' Investment Policy and cash management procedures with investment security risk/return analysis to enhance interest earnings and reduce investment risk and aggressive cash management to increase the available "investment period." Maturity selections shall be based on cash flow and market conditions to take advantage of interest earnings as viable and material revenue to all HCC funds. HCC' portfolio shall be designed and managed in a manner responsive to the public trust and consistent with the Investment Policy.

Each major fund type has varying cash flow requirements and liquidity needs. Therefore, specific strategies shall be implemented considering the fund's unique requirements.

**HOUSTON COMMUNITY COLLEGE
INVESTMENT POLICY**

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INVESTMENT POLICY

1. **PURPOSE.** The purpose of this investment policy (the Policy) is to set forth specific investment policy and strategy guidelines for HCC in order to achieve the goals of safety, liquidity, achieving a market rate of return and maintaining public trust for all investment activities. The Board of Trustees of HCC shall review the investment strategy and policy at least annually, and the Board of Trustees shall annually approve the Investment Policy, including any revisions.
2. **POLICY.** It is the policy of the Houston Community College (the "HCC") that after allowing for the anticipated cash flow requirements of HCC and giving due consideration to the safety and risks of investments, all available funds shall be invested in conformance with these legal and administrative guidelines to obtain a market rate of return.

Effective cash management is recognized as essential to good fiscal management. An active cash management and investment policy will be pursued to take advantage of investment interest as a viable and material source of revenue for HCC funds. HCC' portfolio shall be designed and managed in a manner designed to maximize this revenue resource, to be responsive to the public trust, and be in compliance with legal requirements and limitations. HCC will invest HCC funds in a manner, which will provide the maximum security and a market rate of return while meeting the daily cash flow demands of HCC.

Investment shall be made with the primary objectives of:

- ❖ **Safety** and preservation of principal
- ❖ Maintenance of sufficient **liquidity** to meet operating needs
- ❖ Maximization of **yield** on the portfolio
- ❖ **Public trust** from prudent investment activities

3. **INVESTMENT STRATEGY.** HCC maintains a portfolio that utilizes specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolio. HCC maintains a comprehensive and proactive cash management program, which is designed to monitor and control all HCC funds to ensure maximum utilization and yield a market rate of return. The investment strategy emphasizes low credit risk, diversification, and the management of maturities. In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. The composite portfolio will have a dollar weighted average maturity of two (2) years or less. The management of maturities refers to structuring the maturity dates of the direct investments so that, while funds are initially invested for a longer period of time, some investments mature as cash needs require. The allowable investment instruments as defined in Section 7 of this Policy reflect the avoidance of credit risk. Diversification refers to dividing investments among a variety of securities offering independent returns. This strategy uses local government investment pools to achieve diversification.

3.1 **The primary investment strategy and objectives** of HCC as specified in this Policy (See Section 2.) are listed below, in their order of importance:

- Safety and preservation of principal;
- Maintenance of sufficient liquidity to meet operating needs;
- Achieve a market rate of return on the investment portfolio; and
- Seek at all times to maintain public trust by adhering to the above stated objectives.

3.2 **The list of investments authorized** by this Policy intentionally excludes some investments allowed by state law. The restrictions limit possible credit risk and provide the maximum measure of safety. Within the investment objectives, the investment strategy is to utilize authorized investments for maximum advantage to HCC. To increase the interest earnings for funds identified as being available for investment over longer periods of time based upon a cash requirements projection, HCC will consider the following strategies:

3.2.1 **Strategy No. 1.** Diversifying HCC' investment opportunities through the use of local government investment pools and money market mutual funds as authorized by the Board of Trustees. An investment pool is an entity created to invest public funds jointly on behalf of its participants and whose investment objectives in order of priority match those objectives of HCC. Funds are usually available from investment pools on a same-day basis, meaning the pools have a high degree of liquidity. Because of the size and expertise of their staff, investment pools are able to prudently invest in a variety of the investment types allowed by state law. In this manner, investment pools achieve diversification. The strategy of HCC calls for the use of investment pools as a primary source of diversification and supplemental source of liquidity. Funds that may be needed on a short-term basis but that are in excess of the amount maintained at the depository bank are available for deposit in investment pools.

3.2.2 **Strategy No. 2.** Building a ladder structure of Investment Policy authorized securities with staggered maturities for all or part of the longer term investable funds. The benefits of this ladder approach include the following:

- It is straight-forward and easily understood;
- It represents a prudent diversification method;
- All investments remain within the approved maturity horizon;
- It will normally allow HCC to capture a reasonable portion of the yield curve; and,
- It provides predictable cash flow with scheduled maturities and reinvestment opportunities.

3.2.3 **Strategy No. 3.** Pursuant to the Public Funds Investment Act (Texas Government Code 2256.003), HCC may, at its discretion, contract with an investment management firm registered under the Investment Advisors Act of 1940 (15 U.S.C. Section 80b-1 et seq.) and with the State Securities Board to provide for investment and non-discretionary management of its public funds or other funds under its control.

An appointed Investment Advisor shall act solely in an advisory and administrative capacity, within the guidelines of this Investment Policy. At no time shall the Advisor take possession of securities or funds or otherwise be granted authority to transact business on behalf of HCC. Any contract awarded by HCC for investment advisory services may not exceed two years, with an option to extend by mutual consent of both parties.

Duties of the Investment Advisor contracted by HCC shall abide by the Prudent Expert Rule, whereby investment advice shall, at all times, be given with the judgment and care, under circumstances then prevailing, which persons paid for their special prudence, discretion and intelligence

in such matters exercised in the management of their client's affairs, not for speculation by the client or production of fee income by the advisor or broker, but for investment by the client with emphasis on the probable safety of the capital while considering the probable income to be derived.

Chapter 2263 of the Texas Government Code mandates certain actions by governing boards of state entities involved in the management and investment of state funds and adds disclosure requirements for outside financial advisors and service providers. Ethic and disclosure requirements for outside financial advisors and service providers are in Chapter 2263.01 through 2263.06 of the Texas Government Code.

3.2.4 **Strategy No. 4.** HCC will maintain portfolio(s), which utilize four specific investment strategy considerations designed to address the unique characteristics of the fund group(s) represented in the portfolio(s):

- 3.2.4.1 Investment strategies for operating funds and pooled funds containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure that will experience minimal volatility during economic cycles through diversification by security type, maturity date, and issuer. All security types, as authorized by this policy, are considered suitable investments for the operating and pooled funds.
- 3.2.4.2 Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date(s). These funds have predictable payment schedules. Securities purchased shall not have a stated final maturity date which exceeds the debt service payment date, or funds shall be maintained in an investment pool or money market mutual fund to be available for debt service payments.
- 3.2.4.3 Investment strategies for bond funds and debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund with low degree of volatility. Managing the Debt Service Reserve Fund's portfolio maturities to not exceed the call provisions of the bond issue will reduce the investment's market risk if HCC' bonds are called and the reserve fund liquidated. Except as may be required by the bond ordinance specific to an individual issue, securities should be of high quality, with short to medium term maturities. No investment maturity shall exceed the final maturity of the bond issue.
- 3.2.4.4 Debt Service Funds, including reserves and sinking funds, to the extent not required by law or existing contract to be kept segregated and managed separately.
- 3.2.4.5 Investment strategies for special projects or capital projects funds will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. Market conditions and arbitrage regulations will influence the investment of capital project funds. When market conditions allow, achieving a positive spread to applicable arbitrage yield is the desired objective; although at no time shall the anticipated expenditure schedule be exceeded in an attempt

to increase yield.

3.2.5 **Strategy No. 5 - Hold until Maturity.** The strategy of HCC is to maintain sufficient liquidity in its portfolio so that it does not need to sell a security prior to maturity. Should it become necessary to sell a security prior to maturity, where the sale proceeds are less than the current book value, the Investment Officer may authorize the sale of those securities.

4. **SCOPE.** The Investment Policy shall govern the investment of all financial assets considered to be part of HCC entity and includes the following funds or fund types: Operating, Auxiliary, Unexpended, and Plant Replacement Funds, Endowment and Loan Funds, Debt Service Funds, and any other funds which have been contractually delegated to HCC for management purposes. HCC may add or delete funds as may be required by law, or for proper accounting procedures. This policy does not include funds governed by approved trust agreements, or assets administered for the benefit of HCC by outside agencies under retirement or deferred compensation programs. Additionally, bond funds (including debt service and reserve funds) are governed by bond ordinances and are subject to the provisions of the Internal Revenue Code and applicable federal regulations governing the investment of bond proceeds.
5. **INVESTMENT OBJECTIVES.** HCC shall manage and invest its cash with four primary objectives, listed in order of priority: **safety, liquidity, yield, and public trust.** The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to public trust and consistent with all applicable Texas statutes, this Policy and any other approved, written administrative procedures.

HCC shall maintain a comprehensive cash management program which includes collection of accounts receivable, vendor payments in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to insure maximum cash availability and maximum yield on short-term investment of pooled idle cash.

The four objectives of HCC' investment activities shall be as follows (in the order of priority):

5.1 **Safety of Principal.** Safety of principal invested is the foremost objective in the investment decisions of HCC. Each investment transaction shall seek to ensure the preservation of capital in the overall portfolio. The risk of loss shall be controlled by investing only in authorized securities as defined in this Policy, by qualifying the financial institutions with whom HCC will transact, and by portfolio diversification. Safety is defined as the undiminished return of the principal on HCC' investments.

5.2 **Liquidity.** HCC' investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Because all possible cash demands cannot be anticipated, the portfolio will also be placed in money market mutual funds or local government investment pools which offer same day liquidity for short-term funds.

- 5.3 **Market Rate-of-Return (Yield).** HCC' investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity

needs. Return on investment is of secondary importance compared to the safety and liquidity objective described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed.

5.4 **Public Trust.** All participants in HCC' investment program shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transaction which might involve a conflict of interest or otherwise impair public confidence in HCC' ability to govern effectively. All officials of HCC having either a direct or indirect role in the process of investing idle funds shall act responsibly as custodians of the public trust.

6. **INVESTMENT RESPONSIBILITY AND CONTROL.** The authority for investing funds rests with the Board of Trustees. As provided in this policy, the daily operation and management of HCC' investments are the responsibility of the following persons. These individuals must be qualified and capable in making investment decisions.

6.1 **Delegation of HCC.** The Board of Trustees delegates the authority to invest HCC funds to the Chancellor or designee. Therefore, the Chancellor or designee is the Investment Officer for Houston Community College and is authorized to deposit, withdraw, invest, transfer or manage in any other manner the funds of HCC. In the management of the investment program, the Chancellor or designee shall establish written procedures for the operation of the investment program consistent with this Policy. Such procedures shall include explicit delegation of HCC to persons responsible for investment transactions. All persons involved in investment activities will be referred to in this Policy as "Investment Officials." No persons may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Chancellor or designee. The Chancellor or designee shall be responsible for all transactions undertaken, and shall establish a system of controls to regulate the activities of subordinate Investment Officials. The system of controls shall be designed to provide reasonable assurance that ensures the assets of HCC are protected from loss, theft or misuse. The concept of reasonable assurance recognizes that:

- (1) the cost of a control should not exceed the benefits likely to be derived; and,
- (2) the valuation of costs and benefits requires estimates and judgments by management.

The Chancellor or designee shall be designated as the primary investment officer for HCC and shall be responsible for investment decisions and activities under the direction of the Board of Trustees. The Chancellor or designee may delegate any phase of the investment program to the Executive Director, Business Affairs. Both the Chancellor or designee and the Executive Director, Business Affairs are responsible for daily investment decisions and activities, however, ultimate responsibility for investment decisions will rest with the Chancellor or designee. Commitment of financial and staffing resources in order to maximize total return through active portfolio management shall be the responsibility of the Board of Trustees.

6.2 **Prudence.** The standard of prudence to be applied by the Investment Officer shall be the "prudent investor" rule, which states, "investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether the Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the

following:

6.2.1 The investment of all funds over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and,

6.2.2 whether the investment decision was consistent with the written investment Policy and procedures of HCC.

6.3 **Due Diligence.** The Investment Officer acting in accordance with written policies and procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes. All Investment Officials involved in investment transactions will be bonded.

6.4 **Ethical Standards and Conflicts of Interest.** All HCC Investment Officials having a direct or indirect role in the investment of HCC funds shall act as custodians of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions.

An Investment Officer who has a personal business relationship with the depository bank or with any entity seeking to sell an investment to HCC shall file a statement disclosing that personal business interest. Investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Investment Officials shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of HCC.

An Investment Officer who is related within the second degree of affinity or consanguinity to an individual seeking to sell an investment to HCC shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the HCC Board of Trustees.

6.5 **Training.** Each member of the Board of Trustees shall attend at least one training session related to the person's responsibilities within six months after taking office or assuming duties. The training will include education in investment controls, security risks, strategy risks, market risk, diversification of investment portfolio, and compliance with the Public Funds Investment Act.

The investment officers shall attend at least one training session containing at least 10 hours of instruction relating to the officer's responsibility under the Public Funds Investment Act within twelve (12) months after assuming duties, and attend an investment training session not less than once every two years, receiving an additional ten (10) hours of training. The investment training session shall be provided by an independent source approved by the Board of Trustees or a designated investment committee advising the investment officer. Such training from an independent source shall include the Texas Higher Education Coordinating Board, the Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, the Texas Municipal League, the University of North Texas Center Public Management, or any other professional organization, institute of higher learning, or any other sponsor other than a business organization with whom the Board of Trustees may engage in an investment transaction.

6.6 **Internal Control.** The Investment Officer shall establish a system of written internal controls, which shall be reviewed annually by independent auditors. The controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions. The internal controls are to be reviewed annually in conjunction with an external independent audit. This review will provide assurance of compliance with policies and procedures as specified by this Policy. HCC, in conjunction with its annual financial audit, shall perform a compliance audit of management controls and adherence to HCC' established investment policy. The internal controls shall address the following points.

- ❖ Control of collusion.
- ❖ Separation of transactions authority from accounting and record keeping.
- ❖ Custodial safekeeping.
- ❖ Avoidance of physical delivery securities.
- ❖ Clear delegation of authority to subordinate staff members.
- ❖ Written confirmation for telephone (voice) transactions for investment and wire transfers.
- ❖ Development of wire transfer agreement with the depository bank or third party custodian.

7. **AUTHORIZED INVESTMENTS.** As stated previously, safety of principal is the primary objective in investing HCC funds and can be accomplished by limiting two types of risk-credit risk and interest rate risk. Credit risk is the risk associated with the failure of a security issuer or backer. Interest rate risk is the risk that the value of a portfolio will decline due to an increase in the general level of interest rates. In order to provide for safety of principal as HCC' primary objective, only certain investments are authorized as acceptable investments for HCC. HCC is not required to liquidate investments that were authorized investments at the time of purchase. The following list of authorized investments for HCC intentionally excludes some investments authorized by law. These restrictions are placed in order to limit possible risk and provide the maximum measure of safety to HCC funds.

7.1 **Authorized and Acceptable Investments.** The authorized list of investment instruments are as follows:

7.1.1 **Obligations of the United States** or its agencies and instrumentalities.

7.1.2 **Direct obligations** of the State of Texas, or its agencies and instrumentalities.

7.1.3 **Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities.**

7.1.4 **Collateralized Certificates of Deposit. A certificate of deposit issued by a depository institution that has its main office or a branch office in this state, and is:**

- guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
- secured by obligations that are described by Section 2256.009(a) of the Public Funds Investment Act, including mortgage backed

securities directly issued by a federal agency or instrumentality, but excluding those mortgage backed securities of the nature described in Section 2256.009(b) of the Act; or

- secured in any other manner and amount provided by law for deposits of HCC.

7.1.5 **Eligible Local Government Investment Pools.** Public funds investment pools which invest in instruments and follow practices allowed by the current law as defined in Section 2256.016 of the Texas Government Code, provided that:

- the investment pool has been authorized by the Board of Trustees;
- the investment pool has an advisory board as specified in the Public Funds Investment Act.
- the pool shall have furnished the Investment Officer an offering circular containing the information required by Section 2256.016(b) of the Texas Government Code;
- the pool shall furnish the Investment Officer investment transaction confirmations with respect to all investments made with it;
- the pool shall furnish to the Investment Officer monthly reports containing the information required under Section 2256.016(c) of the Texas Government Code;
- the pool is continuously rated no lower than “AAA” or “AAA-m” or an equivalent rating by at least one nationally recognized rating service;
- the pool marks its portfolio to market daily;
- the pool's investment objectives shall be to maintain a stable net asset value of one dollar (\$1.00); and
- the pool's investment philosophy and strategy are consistent with this Policy.

7.1.6 **Repurchase Agreements, Reverse Repurchase Agreements, Bankers' Acceptances.** Fully collateralized Repurchase Agreements. The agreement must have a defined termination date and must be secured by obligations of the United States or its agencies and instrumentalities.

7.1.6.1 The agreement must be pledged to HCC, held in the name of HCC, and deposited at the time the investment is made with HCC' custodial (safekeeping) agent, and is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the state of Texas.

7.1.6.2 No repurchase agreement shall be entered into unless a Master Repurchase Agreement has been executed between HCC and its trading partner.

7.1.6.3 All repurchase agreement transactions will be on a deliver vs. payment basis.

7.1.6.4 Securities received for repurchase agreements must have a market value greater than or equal to 102 percent at time funds are disbursed.

7.1.7 **Bankers' Acceptances.** These investments are authorized, under the following condition:

- has a stated maturity of 270 days or fewer from the date of its issuance;
- will be, in accordance with its terms, liquidated in full at maturity;
- is eligible for collateral from borrowing from a Federal Reserve Bank; and
- is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or a equivalent rating by at least one nationally recognized credit rating agency

7.1.8 **Regulated No-Load Money Market Mutual Funds.** These investments are authorized, under the following conditions:

- the money market mutual fund is registered with and regulated by the Securities and Exchange Commission;
- the fund provides HCC with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940;
- the fund has a dollar-weighted average portfolio maturity of ninety (90) days or less;
- the investment objectives include the maintenance of a stable net asset value of one dollar (\$1.00) per share; and
- the fund is continuously rated no lower than "AAA" or an equivalent rating by at least one nationally recognized rating service HCC may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund.

7.1.9 **Regulated No-load Mutual Fund** is an authorized investment if the mutual fund:

- is registered with the Securities and Exchange Commission;
- has an average weighted maturity of less than two years;
- is invested exclusively in obligations approved by this Policy;
- is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent.
- complies with the information and reporting requirements for investment pools as prescribed in the Public Funds Investment Act.

HCC may not invest funds under its control in an amount that exceeds 15% of the total monthly average fund balance, excluding bond proceeds, reserves and debt service funds.

7.1.10 **Commercial Paper** with a stated maturity of 270 days or less from the date of issuance that either: is rated not less than A-1, P-1, or the equivalent by at least two nationally recognized credit rating agencies; or is rated at least A-1, P-1, or the equivalent by at least one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state thereof.

7.1.11 **Obligations of States, Agencies, Counties, Cities,** and other political subdivisions of any State having been rated as to investment quality by a

nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent.

7.1.12 **Securities Lending Program** in accordance with Chapter 2256.0115 of the Public Funds Investment Act.

7.2 **Investment Instruments NOT Authorized.** State law specifically prohibits investment in the following securities:

7.2.1 Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pay no principal.

7.2.2 Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.

7.2.3 Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.

7.2.4 Collateralized mortgage obligations, the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

8. **EFFECT OF LOSS OF REQUIRED RATING.** The Investment Officer will take all prudent measures that are consistent with this Investment Policy to liquidate an investment that is downgraded to less than the required minimum rating.

9. **DIVERSIFICATION.** Diversification of investment instruments shall be utilized to avoid incurring unreasonable risks resulting from over-concentration of investments in a specific maturity, a specific issue, or a specific class of securities. With the exception of U.S. Government securities, as authorized in this Policy, and authorized local government investment pools, no more than fifty percent (50%) of the total investment portfolio will be invested in any one security type or with a single financial institution. Diversification of the portfolio considers diversification by maturity dates and diversification by investment instrument.

9.1 **Diversification by Maturities.** The longer the maturity of investments, the greater their price volatility. Therefore, it is HCC' policy to concentrate its investment portfolio in shorter-term securities in order to limit principal risks caused by change in interest rates. HCC will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, HCC will not directly invest in securities maturing more than ten (10) years from the date of purchase. However, the above described obligations, certificates, or agreements may be collateralized using longer date instruments. HCC shall diversify the use of investment instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. Maturity scheduling shall be managed by the Investment Officer so that maturities of investments shall be timed to coincide with projected cash flow needs.

The entire HCC portfolio, including funds at HCC' depository bank, shall comprise one pooled fund group, and the maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio is two (2) years or less. Investment maturities for debt service interest and sinking funds and/or other types of reserve funds, whose use is longer-term, may not exceed ten (10) years.

- 9.2 **Diversification by Investment Instrument.** Diversification by investment instrument shall not exceed the following guidelines for each type of instrument:

**Percentage of Portfolio
(Maximum)**

U.S. Treasury Obligations	100%
U.S. Government Agency Securities and Instrumentalities of Government-Sponsored Corporations	80%
Authorized Local Government Investment Pools	100%
Fully Collateralized Certificates of Deposit	100%
Fully Collateralized Repurchase Agreements	10%
SEC-Regulated No-Load Money Market Mutual Funds	50%
SEC-Regulated No-Load Mutual Funds	50%
Commercial Paper	20%
Obligations of States, Agencies, Counties, Cities	20%

10. **AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS.** Financial institutions (federally insured banks) with and through whom HCC invests shall be state or national banks, which have main offices or a branch office in this state. No public deposit shall be made except in a qualified public depository as established by state laws. Broker/dealers authorized to provide investment services to HCC may include only those authorized by the Board of Trustees. All banking services will be governed by a depository contract awarded by the Board of Trustees. In addition, the Chancellor or designee shall maintain a list of authorized security brokers/dealers, and investment pools that are authorized by the Board of Trustees.

- 10.1 **Financial Institutions.** All financial institutions and brokers/dealers with whom HCC does business must supply the following as appropriate: (1) audited financial statements; (2) proof of National Association of Securities Dealers (NASD) certification; (3) proof of state registration; (4) completed broker/dealer questionnaire; (5) certification of having read HCC' investment policy signed by a qualified representative of the organization, acknowledging that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between HCC and the organization.

- 10.2 **Annual Review of Bidders Financial Conditions.** An annual review of the financial condition and registration of qualified bidders will be conducted by the Chancellor or designee. The review may include, but is not limited to, review of rating agency reports, review of call reports, and analyses of management, profitability, capitalization, and asset quality. Financial institutions and brokers/dealers desiring to conduct business with HCC shall be required to provide any financial data requested by the Investment Officer. Upon completion of the annual review by the Chancellor or designee, the financial institutions and brokers/dealers desiring to conduct business with HCC shall be approved by the Board of Trustees.

Selection Criteria for federally insured financial institutions shall include the following: (1) the financial institution must be insured by the FDIC; (2) the financial institution must be incorporated under the laws of the State of Texas or of the United States of America; and (3) the financial institution must be located

within the corporate boundaries of HCC. Depositories located outside HCC limits, but within Harris County may be eligible to bid on investments, provided the financial institution maintains a place of business within the State of Texas and offers within the State the services required by the depository services contract; and the Board of Trustees, has adopted a written policy expressly permitting the consideration of applications received by HCC from a financial institution that is not doing business within HCC, after taking into consideration what is in the best interest of HCC in establishing a depository.

Monitoring Investments. The Investment Officer of HCC is responsible for monitoring the investments made by a financial institution and/or broker/dealer to determine that they are in compliance with the provisions of the Investment Policy.

11. **DELIVERY VERSUS PAYMENT.** It is the policy of HCC that all security transactions entered into with HCC shall be conducted on a “**DELIVERY VERSUS PAYMENT**” (DVP) basis through the Federal Reserve System, with the exception of investment pools and mutual funds. By doing this, HCC funds are not released until HCC has received, through the Federal Reserve wire, the securities purchased. HCC shall authorize the release of funds only after receiving notification from the safekeeping bank that a purchased security has been received in the safekeeping account of HCC. The notification may be oral, but shall be confirmed in writing.

12. **SAFEKEEPING AND COLLATERALIZATION**

- 12.1 **Safekeeping.** All securities owned by HCC shall be held by its safekeeping agent, except the collateral for bank deposits. The collateral for bank deposits will be held in a Federal Reserve Bank account in HCC’ name or a third-party bank, at HCC’ discretion. Original safekeeping receipts shall be obtained and held by HCC. HCC shall contract with a bank or banks for the safekeeping of securities either owned by HCC as part of its investment portfolio or held as collateral to secure time deposits.

- 12.2 **Collateralization.** Consistent with the requirements of the Public Funds Collateral Act, it is the policy of HCC to require full collateralization of all HCC funds on deposit with a depository bank. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 107% of market value of principal and accrued interest on the deposits or investments reduced to the extent that the deposits are insured by the Federal Deposit Insurance Corporation (FDIC) unless otherwise noted in this section. Securities pledged as collateral shall be held in HCC’ name in a segregated account at the Federal Reserve Bank or by an independent third party with whom HCC has a current custodial agreement. Securities pledged as collateral will consist of only U.S. Treasuries and/or Government National Mortgage Association (GNMA). The agreement is to specify the acceptable investment securities as collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. The safekeeping agreement must clearly state that the safekeeping bank is instructed to release purchased and collateral securities to HCC in the event HCC has determined that the depository bank has failed to pay on any matured investments in certificates of deposit, or has determined that the funds of HCC are in jeopardy for whatever reason, including involuntary closure or change of ownership. A clearly marked evidence of ownership, e.g., safekeeping receipt, must be supplied to HCC and retained by HCC. Any collateral with maturity over five (5) years must be approved by the Investment Officer before the transaction is initiated. Release of collateral or substitution of securities must be approved in

writing by the Investment Officer. The total market value of the eligible security must be reported at least once each month to the Board.

12.2.1 HCC may accept the following securities as collateral for bank deposits (V.T.C.A., Government Code, Section 2256.001, et. seq., formerly Article 842a-2, Section 2, V.T.C.S., as amended);

- FDIC coverage;
- U.S. Government securities; including bonds, certificates of indebtedness, or Treasury Notes of the United States, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States,
- State of Texas bonds; including obligations, the principal and interest on which, are unconditionally guaranteed or insured by the State of Texas,
- Bonds issued by other Texas governmental entities (City, County, school district, or special districts) with a remaining maturity of twenty (20) years or less. Bonds must be (and must remain) investment quality: that is, with a rating of at least "A" or its equivalent; or
- A surety bond that meets the requirements of the Public Funds Investment Act.
- Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the State of Texas or the United States or their respective agencies and instrumentalities.

12.2.2 For certificates of deposit and other evidences of deposit, collateral shall be at 102% of market or par, whichever is lower. The market value of collateral will always equal or exceed the principal plus accrued interest of deposits at financial institutions.

12.2.3 Financial institutions with whom HCC invests or maintains other deposits, shall provide monthly, and as requested by the Investment Officer, a listing of the collateral pledged to HCC, marked to current market prices. The listing shall include total pledged securities itemized by name, type, description, par value, current market value, maturity date, and Moody's or Standard & Poor's rating, if applicable. HCC and the financial institution shall jointly assume the responsibility for ensuring that the collateral is sufficient.

12.2.4 **Collateralized Deposits.** Consistent with the requirements of State law, HCC requires all bank deposits to be federally insured or collateralized with eligible securities. Financial institutions serving as HCC depositories will be required to sign a "Depository Agreement" with HCC and HCC' safekeeping agent. The collateralized deposit portion of the Agreement shall define HCC' rights to the collateral in the event of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- the Agreement must be in writing;
- the Agreement has to be executed by the Depository and HCC contemporaneously with the acquisition of the asset;
- the Agreement must be approved by the Board of Directors of the Loan Committee of the Depository and a copy of the meeting minutes must be delivered to HCC; and,

- the Agreement must be part of the Depository's "official record" continuously since its execution.

12.2.5 **Competitive Pricing.** In making investment purchases, the Investment Officer shall compare yields on potential investments to yields on US Treasury Bills and Notes, money market accounts at HCC' depository bank, and local government pools. **Three competitive bids will be obtained for all purchases of U.S. Government Agency Securities and Instrumentalities of Government-Sponsored Corporations, Fully Collateralized Repurchase Agreements, Commercial Paper and Obligations of States, Agencies, Counties, Cities.**

HCC recognizes that a competitive bid process is not always necessary or is not always in the best interest of HCC. On these occasions, the

Investment Officers are authorized to purchase a security without seeking a competitive bid. The following are three occasions that are authorized:

1. *Market conditions are changing rapidly*
2. *The security is a "new issues" that is still in the primary market*
3. *A specific type of security, maturity date, or rate or return is sought that may not be immediately available.*

13. **PERFORMANCE.** HCC' investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio shall be designed with the objective to obtain a market rate of return on investments commensurate with investment risk constraints and cash flow requirements of HCC.

14. **REPORTING.** The Chancellor or designee shall submit a signed quarterly investment report that summarizes the investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment securities, maturities, risk characteristics, and shall explain the total investment return for the quarter.

14.1 **Annual Report.** The reports prepared by the Chancellor or designee shall be formally reviewed at least annually by an independent auditor and the result of the review shall be reported to the Board of Trustees by that auditor.

14.2 **Methods.** The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the past quarter. This management summary will be prepared in a manner, which will allow HCC to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will be prepared in compliance with generally accepted accounting principles. The report will be provided to the Board of Trustees. The report will include the following:

14.2.1 A listing of individual securities held at the end of the reporting period. This list will include the name of the fund or pooled group fund for which each individual investment was acquired;

- 14.2.2. Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period. Market values shall be obtained from financial institutions or portfolio reporting services independent from the broker/dealer from which the security was purchased;
- 14.3.3 Additions and changes to the market value during the period;
- 14.3.4 Fully accrued interest for the reporting period;
- 14.3.5 Average weighted yield to maturity of portfolio on entity investments as compared to applicable benchmarks;
- 14.3.6 Listing of investments by maturity date;
- 14.3.7 The percentage of the total portfolio which each type of investment represents; and
- 14.3.8 Statement of compliance of HCC' investment portfolio with State Law and the investment strategy and policy approved by the Board of Trustees.

15. **INVESTMENT POLICY ADOPTION AND AMENDMENT.** HCC' Investment Policy is adopted by resolution of the Board of Trustees only. It is HCC' intent to comply with state laws and regulations. HCC' written policies and procedures for investments are subject to review not less than annually to stay current with changing laws, regulations and needs of HCC. The Board of Trustees must adopt a written instrument that it has reviewed the Investment Policy and investment strategies and the written resolution so adopted shall record any changes made to the Investment Policy or strategies.

ATTACHMENT NO. 3.5

HOUSTON COMMUNITY COLLEGE

**Summary of Investments
For Quarter Ending On: February 28, 2010**

	Book Value	Market Value
Debt Investments >1 Year:		
U.S. Government Agency	666,435	670,948
Investment Held in Trust	11,450,909	11,450,909
Total Debt >1 Year	12,117,344	12,121,857
Short Term Investments:		
C.D.s/B.A.s	5,250,000	5,250,000
TexPool	68,993,389	68,993,389
Other Money Market Funds & Pools	502,644	502,644
Bank Deposits (High Yield Savings)	153,256,494	153,256,494
Cash Held at Bank	10,609,595	10,609,595
Other (list)- Lone Star	1,582,519	1,582,519
Total Short Term Debt	240,194,641	240,194,641
TOTAL INVESTMENTS:	\$252,311,985	\$252,316,498

1. Houston Community College DOES NOT employ outside investment advisors or managers.
2. Houston Community College does not use soft dollar arrangements.
3. Houston Community College is not carrying any investment which is associated with an independent endowment or foundation.

ATTACHMENT NO. 4

GENERAL TERMS AND CONDITIONS

1. **Contract Award**

A response to the solicitation is an offer to contract with Houston Community College ("HCC") based on the terms and conditions contained therein. Proposals do not become contracts until they are accepted by HCC through issuance of written purchase orders, a contract signed by both parties, or other duly executed documents. The general terms and conditions in this Attachment No. 3, the applicable requirements and provisions of the proposal, and other provisions required by HCC shall be included in any resulting contract.

2. **Contract Term**

The contract term will be for two (2) years, December 1, 2010 through November 30, 2012 with an option to renew no greater than two (2) additional two-year terms. HCC reserves the right to exercise such renewal options at its sole discretion. All contract renewals or extensions may be subject to approval by the Board of Trustees.

3. **Interpretation, Jurisdiction and Venue**

The Contract shall be construed and interpreted solely in accordance with the laws of the State of Texas, without regard to its choice of law provisions. Venue of any suit, right or cause of action arising under or in connection with the contract shall be exclusively in a court of competent jurisdiction located in Harris County, Texas.

4. **Compliance with Laws**

The selected contractor shall give all notices and comply with all Federal, State of Texas and local laws. Upon request, the selected contractor shall furnish to HCC certificates of compliance with all such laws.

5. **Taxes**

HCC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. Limited Sales Tax Number: 1-74-1709152-1. The contract shall not contain any requirement for HCC to pay sales or other taxes from which it is exempt under applicable law.

6. **Termination for Convenience**

HCC may, at its option and discretion, terminate the resulting contract for convenience and, at its option and discretion, may reduce the statement of work or other requirements of the contract at any time, without any default on the part of HCC or the contractor, by giving ninety (90) calendar days written notice thereof to the selected contractor.

7. **Termination for Default**

HCC may terminate the contract immediately for default, by giving written notice thereof to the contractor, if the contractor fails to execute the work properly; performs in a manner that is unsatisfactory to HCC, breaches any terms, conditions, covenants, or provisions of the contract or otherwise fails to meet its obligations under the contract. In the event of termination for default, HCC shall have against the contractor, all remedies provided by law and equity. HCC, in its discretion, may include a provision granting the contractor a reasonable opportunity to cure contractor's default depending on the nature of the breach or default.

8. **Third Party Rights**

The resulting contract shall contain the following provision: Nothing in this Contract, whether express or implied, will be construed to give any person or entity (other than the parties hereto and their permitted successors and assigns) any legal or equitable right, remedy, or claim under or in respect of any terms or provisions contained in this Contract or any standing or

authority to enforce the terms and provisions of this Contract. Nothing contained herein shall be construed to or operate to create any rights in any person, party, or entity who is not a party to this Contract including, but not limited to, any rights in the nature of a third-party beneficiary.

9. Ethics Conduct

Any breach of any HCC ethics policies, rules or regulations; any violation of any ethics laws or prohibitions; and any direct or indirect actions taken to unduly influence competitive processes, to circumvent equal consideration for competitive proposers, or to disregard ethical and legal trade practices will disqualify vendors and contractors from current and future consideration for participation in HCC solicitations, proposal awards, orders and contracts.

10. Conflict of Interest

HCC expects the Contractor to comply with Chapter 176 of the Texas Education Code and that failure to comply is grounds for termination of the Contract.

11. Small Business Development Program (SBDP)

To the extent required by the solicitation, the contract shall require the selected contractor to agree to attain small business participation goal or target set forth in the solicitation. The contractor further shall agree to enter into agreements for the Work identified in Attachment 6 of the solicitation, entitled Contractor and Subcontractor/Supplier Participation. The subcontracting goal applies to all vendors regardless of their status. The contractor's failure to comply with the aforementioned small business participation provisions may result in:

- Withholding of payment until such compliance is achieved or a waiver of the provisions is provided by HCC.
- Revocation of any benefits and incentives provided under the program or suspension or termination of the contract in whole or in part.

12. Small Business Compliance

The contract shall require the contractor meet with the HCC Buyer and the HCC Small Business Representative at the 50% and 75% completion phases/dates of the contract, to verify small business participation activity and to ensure compliance with the small business goal stated in the contract, if any.

13. Prime Contractor/Contract for Services

If the resulting contract is for services, the contract shall require that the contractor perform a minimum of 30% of the work with its labor force or demonstrate management of the work to the satisfaction of HCC.

14. Changes

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

15. Insurance Requirements

The Contractor agrees to comply with the insurance requirements contained in Exhibit I.

16. Indemnification

The Contractor shall indemnify, defend and hold HCC, its agents, employees, trustees and other officers harmless from any and all losses, damages, harm of any type or character (including attorney's fees and costs of suit) regardless of the nature or theory of the claim,

whether negligence, contractual, extra contractual, or otherwise arising from or by reason of any act or omission of the contractor, its agents, servants, officers, directors and employees in the performance of the contract.

17. Independent Contractor

It is agreed and understood that the contractor shall be deemed to be an independent contractor in all its operations and activities hereunder; that the employees furnished by the contractor to perform the services required by the contract shall be deemed to be contractor's employees or independent subcontractors; that contractor's employees shall be paid by the contractor; that contractor and its employees shall be responsible for all obligations and reports covering social security, unemployment insurance, income tax, and other reports and deductions required by State and Federal law. The contractor shall indemnify, defend, and hold HCC, its trustees, officers, employees, agents, and representatives harmless from any claims relating to the payment of salary, compensation, benefits, worker's compensation, or taxes to contractor's employees or agents

18. Assignment

The contractor may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of HCC. This contract shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

19. Notices

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

Houston Community College:
Procurement Operations (11th Floor)
3100 Main Street
Houston, Texas 77002
ATTN: Executive Director, Procurement Operations

Contractor:

ATTN:_____

20. Invoicing and Payment

The contractor shall submit an original invoice to the address shown below for the goods or services which have been inspected and accepted by HCC:

Houston Community College
Accounts Payable
P.O. Box 667460
Houston, Texas 77266-7460
Reference Project No. 10-36 and the applicable purchase order number.

Generally, payment will be made within thirty (30) calendar days after receipt of a properly prepared invoice or acceptance of the goods or services, whichever is later. Payment shall be considered made when HCC deposits the contractor's payment in the mail or the date on which an electronic transfer of funds occurs.

21. Appropriated Funds

The purchase of any service or product under the resulting contract beyond the initial contract period is contingent upon the availability of appropriated funds. HCC shall have the right to terminate the resulting contract at the end of the current or each succeeding fiscal year if funds are not appropriated by the HCC Board of Trustees for the next fiscal year that would permit continuation of the resulting contract. If funds are withdrawn or do not become available, HCC reserves the right to terminate the contract by giving the contractor a thirty

(30) day written notice of its intention to terminate without penalty or any further obligations on the part of HCC or the contractor. Upon termination of the contract, HCC shall not be responsible for any payment of any service or product received that occurs after the end of the current contract period – or the effective date of termination, whichever comes first. HCC's fiscal year begins on September 1 and ends on August 31st.

22. Entire Agreement

The resulting contract and its accompanying exhibits contain the entire understanding of the parties regarding the services or materials and subject matter contained in the contract and supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter. This contract shall not be amended or modified, except by mutual written agreement between and signed by the parties to the contract.

ATTACHMENT NO. 5

CONTACT PERSONNEL

[To be completed by the Financial Institution]

DESCRIPTION	NAME	PHONE	EMAIL
Relationship Officer			
General Information			
Investments & Safekeeping			
Accounting/ Bookkeeping			
Deposit Discrepancies			
Controlled Disbursement			
Balance Reporting			
Account Reconciliation			
ACH Processing			
Other Contact Personnel:			

ATTACHMENT NO. 6

DETERMINATION OF GOOD FAITH EFFORT

Proposer _____

Address _____

Phone _____

Fax Number _____

In making a determination that a good faith effort has been made, HCC requires the Proposer to complete this form and submit supporting documentation explaining in what ways the Proposer has made a good faith effort to attain the goal. The Proposer will respond by answering "yes" or "no" to the following and provide supporting documentation.

- _____ (1) Whether the Proposer provided written notices and/or advertising to at least five (5) certified small businesses or advertised in general circulation, trade association and/or small businesses focus media concerning subcontracting opportunities.
- _____ (2) Whether the Proposer divided the work into the reasonable portions in accordance with standard industry practices.
- _____ (3) Whether the Proposer documented reasons for rejection or met with the rejected small business to discuss the rejection.
- _____ (4) Whether the Proposer negotiated in good faith with small businesses, not rejecting qualified subcontractors who were also the lowest responsive bidder.

NOTE: If the Proposer is unable to meet the solicitation goal or if any of the above items (1-4) are answered "no", the Proposer must submit a letter of justification.

Signature of Proposer

Title

Date

**ATTACHMENT NO. 7
SMALL BUSINESS UNAVAILABILITY CERTIFICATE**

I, _____, _____, of
 (Name) (Title)

_____, certify that on the date(s) shown, the small businesses listed herein were
 (Name of proposer's company) contacted to solicit Proposals for Materials or Services to be used
 on Project # _____

DATE CONTACTED	SMALL BUSINESS Name	TELEPHONE NO.	CONTACT PERSON	MATERIALS OR SERVICES	RESULTS
1.					
2.					
3.					
4.					
5.					
6.					

To the best of my knowledge and belief, said small business was unavailable for this solicitation, unable to prepare a proposal or prepared a proposal that was rejected for the reason(s) stated in the RESULTS column above.

The above statement is a true and accurate account of why I am unable to commit to awarding subcontract(s) or supply order(s) to the small business listed above.

NOTE: This form to be submitted with all Proposal documents for waiver of small business participation. (See Instructions to Proposers)

Signature: _____

**ATTACHMENT NO. 8
SMALL BUSINESS DEVELOPMENT QUESTIONNAIRE**

Note: Vendors are to complete this form along with a **copy** of the Contractor and Subcontractor/Supplier Participation Form and return it in a separate envelope to:

**Houston Community College
Procurement Operations/Small Business Representative
Post Office Box 667517
Houston, Texas 77266-7517
Ref: HCC Project No. 10-36**

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

CONTACT PERSON'S NAME AND PHONE NO. _____

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: _____

NAME AND TITLE (Type or Print): _____

COMPANY MAJORITY OWNERSHIP (Check one in each column)

<u>ETHNICITY</u>	<u>GENDER</u>	<u>LOCATION</u>
___ African American (AA)	___ Male	___ Houston (H)
___ Asian Pacific American (APA)	___ Female	___ Texas (T)
___ Caucasian (C)		___ Out of State (O)
___ Hispanic American (HA)		Specify State _____
___ Native American (NA)		___ Public Owned (PO)
___ Other (O) Specify _____		

BUSINESS CLASSIFICATION

___ DBE Disadvantaged Business Enterprise	___ SB Small Business
___ WBE Women Owned Business Enterprise	___ MBE Minority Business Enterprise
___ HUB Historically Underutilized Business	___ Other: _____

Please provide information regarding certifying agency (if any)

Name of Agency	Certificate Number	Expiration Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM

Proposer/offeror presents the following participants in this solicitation and any resulting Contract. All proposers / offerors, including small businesses submitting proposals as prime contractors, are required to demonstrate good faith efforts to include eligible small businesses in their proposal submissions.

CONTRACTOR	Specify in Detail Type of Work to be Performed	Indicate below, the following: Small Business (SB) and Certification Status, if any (i.e. SB – COH, METRO, etc.)	Percentage of Contract Effort	Price
Business Name:				
Business Address:				
Telephone No. :				
Contact Person Name/E-mail:				
SMALL BUSINESS SUBCONTRACTOR(S) (Attach separate sheet if more space is needed.)				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
NON-SMALL BUSINESS SUBCONTRACTOR(S) (Attach separate sheet if more space is needed.)				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				

Business Name: _____ Submitted By (Name): _____

Address: _____

Telephone/Fax: _____ Date: _____

Contractor 's Price/Total: \$ _____
 Small Business
 Subcontractor (s) Price/Total: \$ _____
 Non-Small Business
 Subcontractors Price/Total: \$ _____
 Grand Total: \$ _____

ATTACHMENT NO. 10

NON-DISCRIMINATION STATEMENT

The undersigned certifies that he/she will not discriminate against any employee or applicant for employment or in the selection of subcontractors because of race, color, age, religion, gender, national origin or disability. The undersigned shall also take action to ensure that applicants are employed, and treated during employment, without regard to their race, color, religion, gender, age, national origin or disability. Such action shall include, but shall not be limited to, the following: employment, upgrading or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other compensation and selection for training, including apprenticeship.

Name/Title: _____
(Type or Print)

Signature: _____ Date: _____

Company Name: _____
(Type or Print)

Address: _____

Telephone Number: _____

ATTACHMENT NO. 11

CERTIFICATION AND DISCLOSURE STATEMENT

A person or business entity entering into a contract with HCC is required by Texas Law to disclose, in advance of the contract award, if the person or an owner or operator of the business entity has been convicted of a felony. The disclosure should include a general description of the conduct resulting in the conviction of a felony as provided in section 44.034 of the Texas Education Code. The requested information is being collected in accordance with applicable law. This requirement does not apply to a publicly held corporation.

If an individual:
Have you been convicted of a felony? YES or NO

If a business entity: YES or NO

Has any owner of your business entity been convicted of a felony? _____

Has any operator of your business entity been convicted of a felony? _____

If you answered yes to any of the above questions, please provide a general description of the conduct resulting in the conviction of the felony, including the Case Number, the applicable dates, the State and County where the conviction occurred, and the sentence.

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

By: _____ Date: _____

Name: _____

Title: _____

Business Entity: _____

Signature of Firm's Authorized Official: _____

State of _____

Sworn to and subscribed before me at _____

(City) (State)

this the _____ day of _____, 2010

Notary Public for the State of: _____

ATTACHMENT NO. 12

AFFIDAVIT FORM

This company, contractor, or subcontractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, physical handicap, or national origin, and agrees to take affirmative action as required by Federal Statutes and Rules and Regulations issued pursuant thereto in order to maintain and ensure nondiscriminatory employment practices.

Signed: _____

Name of Company: _____

Address of Company: _____

State of _____

Sworn to and subscribed before me at _____, _____,
(City) (State)

this the _____ day of _____, 2010.

Notary Public for the State of: _____

ATTACHMENT NO. 13

BUSINESS QUESTIONNAIRE

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

CONTACT PERSON'S NAME AND PHONE NO. (Type or Print):

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: _____

NAME AND TITLE (Type or Print): _____

Do you or any officer, partner, owner, sales representative and/or spouse work for Houston Community College? _____ Yes _____ No

If yes, please specify: _____

State in which your home office / headquarters is located? _____

If headquarters is located out of state, does that state have preferential treatment on Proposals? _____

If yes, list percentage. _____%

Name of Financial Institution _____ Contact Person _____

Title _____

Please indicate how you became aware of this procurement? Source: _____

*Example: Newspapers (Chronicle, La Informacion, Voice of Asia, African American News, etc.)
Houston Minority Business Council, HCC Website, Chamber of Commerce, etc.)*

ATTACHMENT NO. 14

ASSURANCE OF SBDP GOAL

The undersigned certifies that he/she has read, understands and agrees to be bound by the small business provisions set forth in this Solicitation. The undersigned further certifies that he/she is legally authorized to make the statements and representations in the Solicitation and that said statements and representations are true and accurate to the best of his/her knowledge. The undersigned will enter into formal agreement(s) for work identified on the **CONTRACTOR AND SUBCONTRACTOR PARTICIPATION** form conditioned upon execution of a contract with HCC. The undersigned agrees to attain the small business utilization percentages of the total offer amount as set forth below:

Small Business Participation Goal = BEST EFFORT

The undersigned certifies that the firm shown below has not discriminated against any small business or other potential subcontractor because of race, color, religion, gender, age, veteran's status, disability or national origin, but has provided full and equal opportunity to all potential subcontractors irrespective of race, color, religion, gender, age, disability, national origin or veteran status.

The undersigned understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated commitments set forth herein without prior approval of HCC's Chancellor or the duly authorized representative, the Proposer may be subject to the loss of the contract or the termination thereof resulting from this proposal and could be ineligible for future HCC contract awards.

Signature _____

Title _____ Date of Signing _____

Firm Name _____

Address _____

Telephone Number _____

ATTACHMENT NO. 15

VENDOR APPLICATION INSTRUCTIONS

The Houston Community College Procurement Operations department has developed an online vendor application. This is designed to allow firms or individuals that are interested in doing business with HCC to register online and become part of our vendor database. Once registered, you will receive a password and personal login information that will allow you to modify your vendor information anytime a change occurs with your company. You will have the flexibility to add or delete commodity lines, update phone numbers and contact information, etc. This database will allow HCC to notify, via email, all companies that match the desired commodity criteria for procurement opportunities within Houston Community College. What a great way to never miss out on an HCC bid or proposal opportunity again.

Please take a moment to go to the Houston Community College Procurement Operations department website and register as a vendor. The website address to access the vendor registration form is http://HCC.aecglobal.com/Supplier_Registration_Form.asp

Once you have completed your application, please print out a copy of the completed application and submit it with your completed proposal package. If you do not have internet access you are welcome to use a computer at any HCC library to access the website and register.

ATTACHMENT NO. 16

INSURANCE REQUIREMENTS

The following insurance coverage and limits listed herein are the minimum that the Contractor/Vendor is required to carry during performance of the contract for:

Project Title: Bank Depository Services

Project Number: 10-36

1. Commercial General Liability for Bodily Injury / Property Damage Limits:

A. Occurrence/Personal Injury/Advertising		
B. Products / Completed Operations	\$1,000,000.00	CSL
C. Annual Aggregate	\$2,000,000.00	CSL
D. Products Aggregate	\$2,000,000.00	CSL
E. Fire, Lightning or Explosion	\$1,000,000.00	CSL
F. Medical Expense	\$5,000.00	Per person

2. Automobile Liability:

Bodily Injury/Property Damage	\$1,000,000.00	CSL
-------------------------------	----------------	-----

3. Professional Liability

Professional liability coverage is required when a professional liability exposure is present. A minimum limit of \$5,000,000 CSL will be required.

4. Cybernet Liability \$1,000,000.00 CSL

5. Fiduciary Liability \$1,000,000.00 CSL

6. Umbrella Liability:

Umbrella liability may be required with a minimum limit of \$5,000,000 CSL.

7. Endorsements

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

- A. 90-Day Notice of Cancellation;
- B. Houston Community College (HCC) to be named as Additional Insured on all policies except Workers' Compensation;
- C. Waiver of Subrogation on all policies;
- D. The assigned project number and/or purchase order number.

8. Submission of Certificate of Insurance:

The original certificate of insurance, indicating the coverage, limits and endorsements stated herein, shall be furnished to HCC within **fourteen (14)** calendar days of the HCC Board of Trustees approval of the contract award. The Contract will not be awarded until after receipt of the proper certificate of insurance.

Mail the original certificate of insurance to:

ATTN: Wanda Pleasant
Procurement Operations
Houston Community College
PO Box 667517 (MC 1118)
Houston, TX 77266-7517

Note: CSL denotes "Combined Single Limit"

ATTACHMENT NO. 17

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</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>	OFFICE USE ONLY	
<p>1 Name of person who has a business relationship with local governmental entity.</p> 	<p>Date Received</p> 	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center;">(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>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & 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 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 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 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>4</p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity</p> <p align="right">_____</p> <p align="right">Date</p>		

Adopted 06/29/2007

ATTACHMENT NO. 18

**DISCLOSURES
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS**

Texas Local Government Code Chapter 176 requires that vendors desiring to enter into certain contracts with a local governmental entity must disclose the financial and potential conflict of interest information as specified below.

Vendor shall disclose the financial interest and potential conflict of interest information identified in Sections 1 through 3 below as a condition of receiving an award or contract. Submit this information along with your bid, proposal, or offer. **This form must be received by HCC Office of Systemwide Compliance before the vendor's bid, proposal, or offer will be considered received or evaluated.**

Completed forms must be **NOTARIZED** and delivered to:

**Houston Community College
Attn: Procurement
3100 Main Street
Houston, TX 77002**

With a copy to:

**Houston Community College
Attn: Office of System-wide Compliance, Compliance Officers
3100 Main. Street
Houston, TX 77002**

This requirement applies to contracts with a value exceeding \$50,000.

Section 1 - Disclosure of Financial Interest in the Vendor

a. If any officers or employees of HCC ("individuals") have one of the following financial interests in the vendor (or its principal) or its subcontractor(s), please show their name and address and check all that apply and (include additional documents if needed):

Name: _____
Address: _____

- Ownership interest exceeding 10%
- Ownership interest exceeding \$15,000 or more of the fair market value of vendor
- Distributive Income Share from Vendor exceeding 10% of individual's gross income
- Real property interest with fair market value of at least \$2,500
- Person related to or married to individual has ownership or real property interest in Vendor
- No individuals have any of the above financial interests
(If none, go to Section 2)

b. For each individual named above, show the type of ownership/distributable income share:
sole proprietorship ___ stock ___ partnership ___
other (explain) _____

c. For each individual named above, show the **dollar value or proportionate share** of the ownership interest in the vendor (or its principal) or its subcontractor (s) as follows:

If the proportionate share of the named individual(s) in the ownership of the vendor (or its principal) or subcontractor of vendor is 10% or less, and if the value of the ownership interest of the named individual(s) is \$15,000 or less of the fair market value of vendor, check here (___).

If the proportionate share of ownership exceeds 10%, or the value of the ownership interest exceeds \$15,000 of the fair market value of vendor, show either:

the percent of ownership _____%, or
the value of the ownership interest \$_____.

Section 2 - Disclosure of Potential Conflicts of Interest

For each of the individuals having the level of financial interest identified in Section 1 above, and for any other HCC individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe (use space under applicable section-attach additional pages as necessary).

a. Employment, currently or in the previous eighteen (18) months, including but not limited to contractual employment for services for vendor.

Yes ___ No ___

b. Employment of individual's spouse, father, mother, son, or daughter, including but not limited to contractual employment for services for vendor in the previous eighteen (18) months.

Yes ___ No ___

Section 3- Disclosure of Gifts

For each of the individuals having the level of financial interest identified in Section 1 above, and for any other HCC individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe (use space under applicable section-attach additional pages as necessary).

a. Received a gift from vendor (or principal), or subcontractor of vendor, of \$250 or more within the preceding 12 months.

Yes ___ No ___

b. Individual's spouse, father, mother, son, or daughter has received a gift from vendor (or principal), or subcontractor of vendor, of \$250 or more within the preceding 12 months.

Yes ___ No ___

Section 4- Other Contract and Procurement Related Information

Vendor shall disclose the information identified below as a condition of receiving an award or contract.

This requirement is applicable to only those contracts with a value exceeding \$50,000. You must submit this information along with your bid, proposal, or offer.

a. Vendor shall identify whether vendor (or its principal), or its subcontractor(s), has current contracts (including leases) with other government agencies of the State of Texas by checking:

Yes _____ No _____

b. If "yes" is checked, identify each contract by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary).

c. Vendor shall identify whether vendor (or its principal) or its subcontractor(s) has pending contracts (including leases), bids, proposal, or other ongoing procurement relationships with other government agencies of the State of Texas by checking:

Yes _____ No _____

d. If "yes" is checked, identify each such relationship by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary).

This disclosure is submitted on behalf of:

(Name of Vendor)

Certification. I hereby certify that to the best of my knowledge and belief the information provided by me in this disclosure statement is true and correct. I understand that failure to disclose the information requested may result in my bid, proposal, or offer, being rejected, and/or may result in prosecution for knowingly violating the requirements of **Texas Local Government Code Chapter 176**. I understand that it is my responsibility to comply with the requirements set forth by HCC as it relates to this disclosure. I also understand that I must submit an updated disclosure form within seven (7) days of discovering changes in the significant financial interests of the individuals I identified in Section 1 of this disclosure or if individuals that were not identified, later receive a financial interest in my company or a subcontractor of my company.

Official authorized to sign on behalf of vendor:

Name (Printed) _____ Title _____

Signature _____ Date _____

AFFIX NOTARY SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.

"NOTE: RESPONDENT MUST COMPLETE THE ABOVE "DISCLOSURE OF FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS" FORM. FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR OFFER MAY RESULT IN YOUR OFFER BEING CONSIDERED AS "NON-RESPONSIVE" TO THIS SOLICITATION."

For assistance with completing this form, please contact the **Office of System-wide Compliance** at (713)718-8233 or 8295.



**procurement
operations**

Sample Contract Documents

By and Between

Houston Community College

And

For

Project No. _____

SAMPLE CONTRACT EXHIBITS

EXHIBIT A PROPOSAL / AWARD FORM

Note: (Attachment No. 1 of this solicitation may become Exhibit A in the resulting contract.)

EXHIBIT B SCHEDULE OF ITEMS AND PRICES (Bank Service Requirements)

Note: (Attachment No. 2 of this solicitation may become Exhibit B in the resulting contract.)

EXHIBIT C OTHER BANK SERVICES

Note: (Attachment No. 2.1 of this solicitation may become Exhibit C in the resulting contract.)

EXHIBIT D INVESTMENT TRANSACTIONS

Note: (Attachment No. 2.2 of this solicitation may become Exhibit D in the resulting contract.)

EXHIBIT E CERTIFICATES OF DEPOSITS \$100,000 OR MORE

Note: (Attachment No. 2.3 of this solicitation may become Exhibit E in the resulting contract.)

EXHIBIT F SCOPE OF SERVICES

Note: (Attachment No. 3 of this solicitation may become Exhibit Fin the resulting contract.)

EXHIBIT G GENERAL TERMS AND CONDITIONS

Note: (Attachment No. 4 of this solicitation may become Exhibit G in the resulting contract.)

**EXHIBIT H
CONTRACTOR AND SUBCONTRACTOR/SUPPLIER PARTICIPATION FORM**

Note: (Attachment No. 9 of this solicitation may become Exhibit H in the resulting contract.)

**EXHIBIT I
INSURANCE REQUIREMENTS**

Note: (Attachment No. 16 of this solicitation may become Exhibit I in the resulting contract.)

**EXHIBIT J
SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER PAYMENT CERTIFICATION
(If required)**

**EXHIBIT K
PROGRESS ASSESSMENT REPORT OF WORK SUBCONTRACTED
(If required)**

EXHIBIT J

**HOUSTON COMMUNITY COLLEGE
SUBCONSULTANTS/SUBCONTRACTORS/SUPPLIERS PAYMENT CERTIFICATION FORM**

- Instructions:** 1. This form shall be completed and signed by an officer of the subcontractor's company for each payment received from the prime contractor and shall be returned to the prime contractor for its submission to HCC.
2. The prime contractor shall attach this completed form to each invoice for payment submitted to HCC/Acct. Dept.

PROJECT NO./TITLE: _____

NAME OF SUBCONTRACTOR: _____

ADDRESS: _____

I hereby certify that the above firm has received payment on _____ from _____ -
(Date) **(Prime Contractor)**

In the amount of \$ _____ as full payment of our Invoice No. _____ dated _____

for work performed during _____ under Contract/Project No. _____
(Enter Time Period)

Signature: _____

Name (Print or Type) : _____

Title: _____

Date: _____

Telephone: _____

**EXHIBIT K
HOUSTON COMMUNITY COLLEGE
SUBCONTRACTOR PROGRESS ASSESSMENT FORM**

Project No./Title: _____

Reporting Period: From _____ **To** _____

Prime Contractor: _____

Total Contract Amount (Prime Contractor): \$ _____

Instructions: This form shall be completed and signed by an officer of the prime contractor's company and shall be attached to each invoice for payment submitted to HCC's Accounting Dept.

List Subcontractor(s) name below	Total Subcontract Amount	Amount Paid This Period	Total Paid to Date
	\$	\$	\$

I hereby certify that _____ has made timely payments from proceeds of prior payments, and will
(Prime Contractor)

make payments within five (5) calendar days of receipt of funds now due from HCC to our subcontractor(s) in accordance with the contractual arrangements with them.

Signature: _____

Name (Print or Type): _____

Title: _____

Date: _____

Telephone: _____