

RFP ADDENDUM NO. 1  
DATE: 3/23/2023  
BID/RFP No: 2023-03  
BID/ RFP TITLE: Banking Services

MERCED COMMUNITY COLLEGE DISTRICT  
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### **ADDENDUM NO.1**

This addendum contains clarification and additional information, which modifies the conditions of the above referenced RFP as follows:

Addendum No.1, RFP: 2023-03, Merced Community College District Banking Service Pre-Bid Q & A.

1. **Question:** What is the operating system for Banking and Credit Card Processing?  
**Answer:** Heartland
2. **Question:** Did you secure that vendor relationship with Heartland through your operating system Ellucian College software platform OR did you secure the relationship independently and then use technology to connect it to your operating system- Ellucian College software platform?  
**Answer:** We secured it independently.
3. **Question:** If you secured the Heartland merchant services relationship independently, do you know what connections were used to interface with your operating system - Ellucian College?  
**Answer:** TouchNet
4. **Question:** Does Ellucian Colleague permit use of two middleware technologies a) TouchNet or b) ACI Worldwide ?  
**Answer:** A= TouchNet, yes and B= ACI Worldwide, Unknown
5. **Question:** Are you accepting credit cards at their bookstores, cafeteria and if yes, what software and terminals are being used at these locations?  
**Answer:** Those are independent contractors and would not be part of this RFP
6. **Question:** Can we get a copy of an existing merchant card services statement? That will assist us in building out the product offering, help us understand how it is currently set up and there is also some risk management review involved in the product offering.  
**Answer:** See attached

**Please see the following deletions from the RFP**

7. **Paragraph 1, page 19, See below**  
The District shall have the right to accept or reject any legal representation that the banking firm proposes to defend the indemnified parties
8. **The following sentence in paragraph 6, page 19, see below**  
Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

All other bidding contract and construction drawing documents, stipulations, dated and times remain unchanged, in full effect and by reference become a part of this addendum.

**9. Paragraph 7-9, page 19, see below**

**Professional Liability (E&O) Insurance:** Banking firm shall be insured against professional liability (errors and omissions) under a policy providing Professional Liability (E&O) insurance on claims made form that is applicable and appropriate to the banking firm's profession. The policy shall contain a provision that allows the insured to purchase "tail coverage" for a period of time that is at least three (3) years beyond the expiration of this agreement.

**Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

a. The District, its trustees, officers, officials, employees, agents, and volunteers ("Additional Insured") are to be named as additional insured on both the Commercial General Liability policy as well as the Automobile Liability policy.

b. For any claims related to the projects, the banking firm's insurance coverage shall be primary insurance as respects to the Additional Insured. Any insurance or self- insurance maintained by the Additional Insured shall be in excess of the banking firms insurance and shall not contribute with it.

**10. Paragraph 1-5, page 20, see below**

c. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Additional Insured.

d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

e. Banking firm shall furnish the District with Certificates of Insurance maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work begins.

**REJECTION OF WORK** Contractor agrees that the District has the right to make all final determinations as to whether the work has been satisfactorily completed.

**SAFETY AND SECURITY** Banking firm is responsible for maintaining safety in the performance of this Agreement. Banking firm shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

**SPECIAL NOTE:**

**It is the responsibility of each Bidder to acknowledge all addenda by signing below and submitting a copy of each addendum with their respective bid.**

I HAVE READ AND UNDERSTAND THESE MODIFICATIONS TO THE ABOVE BID:

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