

REQUEST FOR PROPOSAL
1.0 RFP ACKNOWLEDGEMENT FORM
January 25, 2011

Submit Proposal To:

Pensacola State College
Attn: Angie C. Jones, Director, Purchasing and Auxiliary Services
Barfield Administration Building, Bldg 7, Room 737
1000 College Boulevard, Pensacola, Florida 32504-8998
Telephone: (850) 484-1794/ (850) 484-1839(f)
acjones@pensacolastate.edu

PROPOSAL TITLE: Banking and Related Services

RFP #09 - 2010/11

PROPOSALS will be received by the Purchasing Director in Room 737 of the Administration Building (Bldg 7), 1000 College Blvd, Pensacola, Florida 32504-8998, on or before **Monday, February 21, 2011 at 2:00 p.m. CST**, the proposal opening will follow the 2:00 p.m. deadline in Room 736B.

Firm or Entity Name: _____

Address: _____ Telephone #: _____

City, State, Zip: _____ Fax #: _____

Web Address: _____ Federal Tax I.D. #: _____

Certified Minority Business Enterprise Type _____
H-African American, I-Hispanic, J-Asian/Hawaiian, K-Native American, M-Women, N-Non-Minority
Filing a false misrepresentation of MBE/WBE status is considered a felony of the second degree pursuant to Section 287.094, Florida Statutes

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer.

Authorized Signature (manual) _____

Authorized Signature (typed/printed) _____

Email Address _____

Reason for no proposal:

2.0 INTRODUCTION AND GENERAL INFORMATION / PURPOSE

- 2.1 **GENERAL COLLEGE INFORMATION.** Pensacola State College (hereinafter referred to as the “College”) provides higher education and, technical and occupational training for the residents of Escambia and Santa Rosa Counties, its College by law, as well as a number of international students.

Within Escambia and Santa Rosa Counties, Florida, the College operates three main campuses, one downtown center, and is in the process of building another campus. For detailed information on the College visit www.pensacolastate.edu.

- 2.2 **PURPOSE OF RFP.** The College is releasing this RFP with the intent to receive proposals from State of Florida-qualified banking institutions to provide Pensacola State College professional banking services and related services in accordance with the terms, conditions and specifications contained in this RFP. The purpose of this RFP is to identify the banking institution that can offer Pensacola State College the best value and the highest level of personalized and professional services that are both cost efficient and easy to manage.

Proposer selected by the College as its depository must comply with Florida Statutory Law as it relates to public depositories - specifically Chapters 280,136,18,230, and State Board of Education Rules 6A-14.0751, 6A-14.0752 and 6A-14.0765.

Required services and expectations are further defined herein, to include the following core banking services and objectives:

2.2.1 Core Banking Services Required:

1. Operating Account
2. Disbursement Account (ZBA)
3. Depository Account (ZBA)
4. Positive Pay
5. Online Banking/Cash Management
6. Automatic Clearing House (ACH) Transfers
7. Bank Wire/Funds Transfers (BWT)
8. Information Reporting
9. Account Reconciliation
10. Online Stop Payments
11. Check 21 (optional)*
12. Online Return Items
13. Online Retrieval of Check and Deposit Images
14. Credit & Debit Cards
15. Point of Purchase Check Conversion (optional)*
16. Check Printing (outsourcing)(optional)*

*These are not currently utilized but we have an interest in getting more information.

2.2.2 RFP Objectives:

- Accurate, reliable, and timely information in a user-friendly format.
- Quality service - including customer service and pricing.

- Automated processing to ensure efficiency.
- Lowest reasonable transaction costs that ensure safety and liquidity, and maximize interest earnings.

2.3 **PROPOSER'S CONFERENCE:** A **mandatory Pre-proposal conference** will be held for proposers who intend to respond to this RFP. The purpose of the conference is to provide for questions and answers regarding terms, conditions, or specifications of the RFP. Answers to any questions that might arise will be in the form of Addenda to the Request for Proposal, prior to the proposal opening. All such revisions must be acknowledged by signature and returned with the proposal. Failure to attend this meeting will result in rejection of your proposal. The pre-proposal conference will be held on **Friday, February 4, 2011 at 9:00 a.m., CST, in Bldg 7, Room 736 (Boardroom), Pensacola Campus.**

2.4 **INTERPRETATIONS & QUESTIONS:** Any question(s) which requires a response which amends the RFP document in any way will be answered via addendum by the Purchasing Department to all proposers. Any verbal or written information received by proposers, which is obtained by any means other than this RFP document or by Addenda, shall not be binding on the College.

2.4.1 **Question Deadline.** Any questions concerning any condition or requirement of this RFP must be received in the Purchasing Office, in writing, **on or before close of business, Wednesday, February 9, 2011.**

2.4.2 **Submittal of Questions.** Any question or comment concerning any portion of this RFP must be submitted, in writing, **to Angie C. Jones, Purchasing Director, via facsimile 850-484-1839 or email at acjones@pensacolastate.edu or may be contacted via telephone at 850-484-1794.**

No other Pensacola State College employee or College Board of Trustee Member may be contacted. Questions must be received, in writing, on or before the date established above. If necessary, an Addendum will be issued.

2.5 **TENTATIVE CALENDAR:** The following are important pre-scheduled dates regarding this RFP, though all dates are subject to change, if required.

January 25, 2011	RFP Release Date (On or About)
February 4, 2011 9: 00 a.m. CST	Mandatory Pre-proposal Conference <i>Bldg 7, Room 736 (Administration Bldg)</i>
February 9, 2011	Written questions due
February 11, 2011	Estimated Addendum Release
February 21, 2011 NLT 2:00 p.m. CST	Proposals due (at location specified in Section 1.0)
February 22 - March 4, 2011	Committee Individual Evaluations
March 8, 2011 1:00 – 4:00 p.m.	Public Evaluation <i>Bldg 7, Room 736 (Administration Bldg)</i>
TBA	Estimated Interview Presentations (If Necessary)
March 9, 2011	Posting Date of Award Recommendation
March 22, 2011	Tentative Board of Trustees of Approval of Award
May 1, 2011	Anticipated Contract Commencement

3.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

In order to maintain comparability and facilitate the review process, it is requested that proposals be organized in the manner specified below. Include all information requested herein in your proposal.

- 3.1 **Title Page:** Include RFP number, subject, the name of the proposer, address, telephone number and the date.
- 3.2 **Table of Contents:** Include a clear identification of the material by section and by page number.
- 3.3 **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers.
- 3.4 **Required Response Form:** (Page 1 of RFP) with all required information completed and all signatures as specified. Any modifications or alterations to this form shall not be accepted and proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.
- 3.5 **Released Addenda to RFP:** The College reserves the right to issue any addendum modifying any portion of this RFP. Caution is given that certain addenda may be required to be submitted with proposals. It is the prospective proposer's responsibility to verify they have received all released addenda and to include, in proposal submittal, any addenda that are required to be submitted with proposal.
- 3.6 **W-9 Form:** It is a requirement of this RFP that all proposers submit a completed Internal Revenue Service W-9 Form (Request for Taxpayer Identification Number and Certification) with proposal or within three (3) days of notification. The W-9 form may be downloaded at www.irs.gov. Failure to submit W-9 Form as stated herein may result in proposal disqualification. (See Attachment A)
- 3.7 **Minimum Eligibility** In order to be considered for award and to be further evaluated, proposer must meet or exceed the following criteria. Proposers not meeting minimum eligibility criteria will not have proposals considered.

3.7.1 Must be licensed, certified, and primarily engaged in the business of providing the services described in Section 2.2 throughout the duration of the contract. Please provide applicable licenses and certifications, to include stating under what other or former name(s) the proposer is currently operating under or has operated under.

3.7.2 The proposing bank must be a "Qualified Public Depository" as defined in Chapter 280, Florida Statutes, with a local branch located within Escambia County, Florida. If selected as the College's depository, proposer shall comply with Florida Statutory Law as it relates to public depositories - specifically Chapters 280,136,18,230, and State Board of Education Rules 6A-14.0751, 6A-14.0752 and 6A-14.0765.

3.7.3 The financial institution shall have the capability of performing all required core Banking Services and RFP objectives in Section 2.2. – restated below:

3.7.3.1 Core Banking Services Required:

- 1. Operating Account
- 2. Disbursement Account (ZBA)
- 3. Depository Account (ZBA)

4. Positive Pay
5. Online Banking/Cash Management
6. Automatic Clearing House (ACH) Transfers
7. Bank Wire/Funds Transfers (BWT)
8. Information Reporting
9. Account Reconciliation
10. Online Stop Payments
11. Check 21*
12. Online Return Items
13. Online Retrieval of Check and Deposit Images
14. Credit & Debit Cards
15. Point of Purchase Check Conversion*
16. Check Printing (outsourcing)*

**These are not currently utilized but we have an interest in getting more information.

3.7.3.2 RFP Objectives:

- Accurate, reliable, and timely information in a user-friendly format.
- Quality service - including customer service and pricing.
- Automated processing to ensure efficiency.
- Lowest reasonable transaction costs that ensure safety and liquidity, and maximize interest earnings.

3.8 **Experience and Qualifications of the Proposer:**

3.8.1 **Executive Summary** – Please submit a brief abstract, of no more than three (3) pages, stating the proposer's understanding of the nature and scope of the services to be provided and proposer's ability to comply with all requirements of project.

3.8.2 **Organizational Profile** - Submit detailed responses to the following:

- 3.8.2.1 State current firm name and contact information under what other or former name(s) the proposer is currently operating under or has operated under.
- 3.8.2.2 Size of Organization.
- 3.8.2.3 Number of years in business, including operation under other firm names, providing services same or similar as described herein.
- 3.8.2.4 Number of years in business in the State of Florida.
- 3.8.2.5 Resumes of individuals that will have direct role in the performance and supervision of this engagement.
- 3.8.2.6 Profile of local (Escambia or Santa Rosa Counties) account representative(s), direct project staff, and their training and applicable experience.
- 3.8.2.7 Listing of recent projects which are same or similar to the requirements and scope of this project, preferably for higher education or public sector clients.

3.8.3 **References** – Submit at least three references, preferably higher education clients, for which proposer has performed (or is currently performing) work similar in nature and size as the project described herein. For each reference submit the following:

- a. Client Name.
- b. Contact Information, including telephone and email address (es).
- c. Abstract of project(s) completed or currently under contract, including project date(s).

- 3.8.4 **Financial Capacity** – Submit Dun & Bradstreet's Duns Number (D-U-N-S #). The College may request one or more D&B reports to assess the proposer's financial capacity or may request other information (e.g., audited financial statements) after proposal submittal in order to assess financial capacity of proposer. Financial capacity evaluation may be included in the initial evaluation of proposals (Section 4.1, Experience & Qualifications) or in the final interview phase (Section 4.3).

D&B D-U-N-S # _____

However, if your firm is not currently registered at D&B, you are required to do so before submitting your proposal to the College. Please contact D&B at 1-800-234-3867 to fully register your company; information gathered from the D&B Supplier Qualifier Report will become part of the company's financial capacity assessment.

Failure to provide D&B D-U-N-S No. with proposal or within three (3) days of notification will result in proposal rejection.

- 3.8.5 **Litigation History** – Provide a statement of any litigation or regulatory action that has been filed against your firm(s) in the last five years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team proposers, submit the requested information for each member of the joint venture or team.

3.9 REQUIRED INFORMATION

- 3.10.1 **Proposal Binder Instructions.** This section provides the proposer with instructions concerning required information that must be submitted in response to this proposal, submittals that must be arranged in the order outlined in these instructions. Failure to provide any of the required information or required documents or failure to arrange the proposal in accordance with these instructions may result in the proposal being rejected.

The "original" proposal must be submitted in a three-ring binder with index tabs labeled in the sequence as stated in this section. Only the "original" copy must be submitted in a three-ring binder. **Note: It is Mandatory the Proposers shall submit one (1) original hardcopy, five (5) additional copies and one (1) Compact Disc (CD) or flash drive in PDF format of the complete proposal, with all supporting documentation in a sealed envelope/container marked with the Proposer's name, return address, RFP number, title, due date and time.**

All submittals shall include a complete response on the following Bank and Related Services Quotation Forms (Exhibits 1-7), with original and copies to be presented in some type of binding with dividers; index tabs are preferred:

3.10.1.1 **Submittal Inclusions:** All services shall meet or exceed requirements as stated in Banking and Related Services Requirements. All submittals shall include a complete response on the following Bank Services Quotation Forms, with original and copies to be presented in some type of binding with dividers; index tabs are preferred:

- **Exhibit 1: Basic Bank Services**
- **Exhibit 2: Credit and Debit Card Services**
- **Exhibit 3: Cash Management Services**
- **Exhibit 4: Deposits Earning Interest**
- **Exhibit 5: Point of Purchase Check Conversion Services (optional)**

Supporting material may be submitted; however, the decision in selecting the highest ranked proposal will be based upon the standard forms and provided information requested in the RFP. The award shall be made to the proposer whose proposal is determined to be the lowest cost/highest yield or best based on the criteria set forth in this RFP and at the sole discretion of the College.

3.10.1.2 **Banking Service Qualifications.** In addition to the completed Bank Services Quotation Forms, each proposer shall provide evidence of its ability to provide the services the College requires herein. This evidence shall include but not be limited to:

1. Certificate of Qualification by the Office of the State Treasurer
2. Verification that the proposer is a member of or has direct access to, the Federal Reserve System. The Proposer must provide a statement confirming its understanding that Federal funds will be deposited and held in the College's bank accounts.
3. A summary of the proposer's financial resources (including audited financial statements and annual reports for the last two years). Said statements and reports should be from the corporate entity making the Proposal rather than its parent corporation.
4. The Proposer should disclose in its proposal any conditions or foreseeable circumstances (i.e., mergers, acquisitions, etc.) that would have an adverse effect on its ability to honor all terms of the contract or service it can provide.
5. **Service Locations:**
 - a. A list of the bank branch office locations that meet the proximity requirements to each campus location(s), as well as the address of each related branch location and verification of the distance to the campus it will service, or verification of the method by which bank will facilitate deposits when a branch bank office does not meet proximity requirements.
 - b. Name, title, location and phone number of the Bank Officer proposed to be the College's primary contact to be known as the Banking Contract Manager. The College would prefer one contact person as the primary contact for all banking service questions and issues.
 - c. A listing of other active primary public accounts serviced by the bank, indicating contact person(s) at the organization. **(To be provided in "References".)**

• **Exhibit 6: Reference Information ONLY – No Pricing Consideration**

- d. Bank's proposed contract with the College for Banking and Related Services and all other resolution forms and agreement forms required by the bank for the performance of the Banking Services. The College prefers to have one contract, when appropriate, for all services selected under this proposal.
- e. College is interested in receiving proposals for additional services not required herein but which the bank believes would be advantageous to the College (i.e., free checking for the Colleges' students and full time employees and direct support organization, employee Paycard, etc.)

Although the College will not consider such additional services in its decision to award this contract, it reserves the right to include these services in its contract with the selected bank, as well as any new options and services which may become available during the term of the contract.

3.11 SCOPE OF SERVICES / BANKING AND RELATED SERVICES REQUIREMENTS

<p><u>SCOPE:</u> Clearly describe how the proposer can accomplish each Scope of Service requirement provided in this section. Minimum response must provide clear and detailed responses, including full compliance.</p>

3.11.1 General Banking Service Requirements.

- 3.11.1.1 The College would prefer to contract with one provider for all the required banking services, however, in that certain services are provided independently of financial institutions, the College reserves the right to consider proposals for specific services requested herein separate from a complete proposal. To compensate for services provided, the College will make direct payments of fixed fees per actual transactions processed. Alternatively, the College will consider maintaining a compensating balance on deposit based fixed fees (said compensating balance to be revised periodically as mutually agreed by the College and the bank to adjust for the volume of transactions for the future year) and a specified earnings credit rate.
- 3.11.1.2 The bank cannot make assignment of services without the College's prior written consent. The College shall reserve the right to eliminate individual services if the charges associated with the services are considered by the College to be excessive.
- 3.11.1.3 Following the decision to award this contract based on the selection criteria specified herein, the requirements of the RFP, and upon agreement with selected bank in final negotiations for the contract hereunder, the College reserves the right to negotiate to alter any of the terms or conditions for banking services which, in its opinion, are advantageous to the College. Furthermore, during the term of the contract, the College reserves the right to alter current terms or add any additional banking services which may become available and which, in its opinion, are advantageous to the College.

- 3.11.1.4 The College intends and prefers to maintain for its operations, or at least two checking accounts for its activity. We currently have two ZBA accounts for operating and payroll. The College pays biweekly and the payroll net is transferred from operating to payroll to cover the direct deposits and checks. We only carry a balance of the outstanding payroll checks in that account. All funds are initially deposited to the operating account. The College has 99% of its employees on direct deposit. The proposing bank should include in its proposal an explanation of its recommended account structure and a brief discussion of the cost/benefit rationale for its recommendation. The College also requests the capability to define its own structure and number of accounts. All funds are initially deposited to the operating account.
- 3.11.1.5 The cut-off time for delivery of deposits to the designated branch bank office for same day credit on deposits shall be 2:00 p.m. CST or earlier. The College intends that all of its cash deposits be collected by armored courier and transported to an appropriate banking facility in a timely manner for deposit. The proposing bank should include in its proposal a discussion of its cash management operation and the applicable timeliness for processing deposits and crediting said deposits to the College's account. The proposing bank should also include whether it allows the charges for armored car service to be passed to the analysis statement.
- 3.11.1.6 The College requires access to a designated bank branch office within ten (10) miles of each of its locations. A list of potential locations can be found in the location proximity list. Alternatively, the bank should provide, at the College's option, daily weekday deposit pick up and/or delivery service from any College location outside of the ten (10) mile requirement. The College reserves the right to add additional locations upon completion of sites. **(Please see ATTACHMENT B – LIST OF COLLEGE SITES)**
- 3.11.1.7 The College currently uses online banking software to initiate ACH transaction for a very limited numbers of vendors and transmits a file for the direct deposit to the bank.
- 3.11.2 **Basic Bank Service Requirements.** To deliver basic bank depository services, Bank will provide at the College's option:
- 3.11.2.1 Honor request for stop payment of checks from authorized College Business Office personnel.
- 3.11.2.2 Do not automatically re-deposit all NSF checks a second time before returning to the College. Instead, only checks converted through point of purchase terminals should be re-deposited two additional times before returning to the College.
- 3.11.2.3 **Account Statements:** Provide statements of the Colleges' account with cut-off at the close of the last working day of the month and have them delivered to the Comptroller's Office within five (5) working days after the last day of the month. With the bank statement, a data file should be included on electronic media that contains all cleared items with appropriate information (i.e., check number, date, and amount). Alternatively, the Bank should propose Full reconciliation services. Return of all checks should be via CD on a monthly basis with the front and back of the check imaged in numerical order. Bank shall provide Web access to check images on a next day basis between statement cycles; all and all the information appearing on the statement must be accessible through an internet-based treasury management system.

- 3.11.2.4 Provide all other routine banking services, including but not limited to: endorsement stamps, locking bags, coin wrappers, bulk coin deposit bags, currency straps, and night deposit service available at main branch and each site. The cost, if any for deposit services should be listed as additional items on Exhibit 1.
- 3.11.2.5 Supply the College with two-part deposit slips to the Colleges' specifications as to design, color, paper stock, and MICR encoding.
- 3.11.2.6 Supply the College checks for general and payroll bank accounts based on College's specifications.
- 3.11.2.7 Accommodate the need to get change funds upon request by telephone from designated College personnel.
- 3.11.2.8 Accommodate pre-authorized wires out upon request of authorized College personnel and guarantee arrival in the same day for requests made before 2:00 p.m. CST.
- 3.11.2.9 Provide daily transfer notice(s) for funds transferred or wired to and from the State of Florida agencies (monthly appropriations, State Board of Administration, etc.) and other accounts.
- 3.11.2.10 Provide ACH services for both debit and credit transactions. College requires the ability to generate ACH transactions for employee payroll and reimbursements and vendor payments. The proposal should include the methods of transmission, cut-off times, lead time required for new locations for direct deposits, including time for pre-notifications, pre-funding requirements with time requirements, and any security features related to processing direct deposits. The College currently makes no ACH payments to vendors but anticipates a solution within the next six (6) months. Payroll currently generates NACHA files submitted to bank.
- 3.11.2.11 Notify the College Cashier's Office immediately if any discrepancy is found with our deposit or if any counterfeit currency is included in the deposit. The College shall have the option to set minimum thresholds for these notifications.
- 3.11.2.12 Provide College check cashing to non-account holders without a fee assessed. Students, Faculty and Staff who are non-account holders shall be able to cash a College check and receive in return the gross amount of the check without fees or surcharges for not being an account holder.
- 3.11.2.13 Provide a fraud prevention tool such as "Positive Pay" or "Controlled Disbursement" preventing the clearing of checks that have been fraudulently altered and/or do not agree to the College's check register data file. The bank shall perform a daily reconciliation with any exceptions being reported to the College. An online system shall give the ability to return or pay exception items. Additionally, Positive Pay system shall be enabled at the bank's teller windows and have same day image capability.
- 3.11.2.14 Provide pricing and/or service fee information for on campus ATM's with volume requirements for each fee threshold.

- 3.11.2.15 If the bank offsets bank charges with an earnings credit allowance, state how the monthly earnings credit rate is calculated. Illustrate, by example, how the bank would determine how much of the College's account balance the earnings credit rate would be applied to.
- 3.11.2.16 Describe the bank's process of handling a fraudulent claim against the College's accounts.
- 3.11.2.17 The bank shall provide cash vault processing services for cost effective processing of deposited cash.
- 3.11.2.18 The bank shall provide deposit reconciliation services to assist College in effectively managing daily deposit from multiple locations and campuses.
- 3.11.2.19 Provide the College with one safe deposit box, minimum size to be 10" X 10" X 22".
- 3.11.2.20 Provide ATM machines at the Pensacola, Warrington, and Milton Campus locations, if necessary.

NOTE: Above services to be stated as Exhibit 1.

3.11.3 **Merchant / Credit-Debit Card Services.** The College accepts credit cards at multiple physical locations and over the internet (WEB). The College accepts Visa, MasterCard, American Express, Discover and debit cards. The College also processes point of purchase check conversion through merchant services. Bank/Provider shall provide merchant services as follows:

- 3.11.3.1 Charges for credit card, debit card and point of purchase services are to be assessed as quoted in RFP response by either of the alternative methods described herein.
- 3.11.3.2 Point of sale swipe type of equipment for credit and debit cards and point of purchase transactions will be provided for use at the College by the bank/provider credit card service. Equipment must be able to perform on-line authorizations, electronic transmittal of deposits to the College's primary account, receipt printing, check reading/imaging, and deposit detail printing. The point of sale equipment pricing should be presented in the proposal with purchase and lease options. If the College already owns the equipment, provider's systems should be able to interface with the existing hardware.
- 3.11.3.3 Credit card tickets and other required supplies shall be provided by the bank/provider.

NOTE: Above services to be stated as Exhibit 2

3.11.4 **Cash Management System.** The College also requires the use of an automated cash management system to permit authorized College personnel to have direct on-line computer access to account status information and for certain account activities such as stop payments, balance inquiries, paid check status inquiries, controlled disbursement authorization, point of purchase check status, etc.

- 3.11.4.1 The system must include the necessary software applications to enable the College to establish a data link with the prospective provider network. An internet based solution is preferred providing the ability to facilitate transfers remotely.

- 3.11.4.2 The system will have the capability of sending and receiving data transmissions. Data transmissions received would be in the form of summary bank account information, in addition to activity detail. Outgoing transmissions would be in the form of fund movement instructions.
- 3.11.4.3 The cash management information system shall have the ability to interface with one or more auxiliary software packages (i.e. Microsoft Excel is preferred), as well as make available standard balance tracking, history reporting, and fund transfers.
- 3.11.4.4 Respondents must provide a detailed description, capacity, and flexibility of the cash management information system which will be made available. This should include a complete breakdown of all associated costs and any additional required facilities on the part of the College. Collected balance information and controlled disbursement presented the previous day shall be available by 9:30 am CST the following day.
- 3.11.4.5 Cash management systems should also include the following information.
- a. System components and requirements. A detailed description of the system being proposed including but not limited to the software requirements and the system support provided by the proposer.
 - b. Any limitations foreseen as related to the short-term account implementation as well as long-term account implementation.
 - c. Examples of the standard reports.
 - d. Options regarding modification of these reports.
 - e. Interfacing capabilities (MS EXCEL is preferred, etc.)
 - f. Ability to make available memo posting/activity detail as relates to same day wire activity, check screening, etc.
 - g. Any effects these alternatives would have on the system (i.e., timing of file downloads, method of downloading, attended, unattended).

NOTE: Above services to be stated as Exhibit 3
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3.11.5 **Deposits Earning Interest.**

- 3.11.5.1 It is the College's intent to have all monies on deposit earning interest at the best available rate. Please submit best options to accomplish this.
- 3.11.5.2 The College intends to have all monies on deposit treated as, and reported as funds on deposit. Proposers are to respond as to how the College funds will be invested and how they will maintain compliance with safekeeping requirements. Investment options shall comply with requirements of SBE Rule 6A-14.0765.
- 3.11.5.3 The College reserves the right to invest any or all funds in excess of any required daily balances in any manner which will be in the best interest of the College.

NOTE: Above services to be stated as Exhibit 4

3.11.6 **Point of Purchase Check Conversion Services.** As stated under Merchant/Credit Card Services, Pensacola State College accepts credit cards at multiple physical locations and over the internet (WEB). The College accepts Visa, MasterCard, American Express, Discover and debit cards. Bank/Provider shall provide merchant services as follows:

3.11.6.1 Charges for credit card, debit card and point of purchase services are to be assessed as quoted in RFP response by either of the alternative methods described herein.

3.11.6.2 Point of sale swipe type of equipment for credit and debit cards and point of purchase transactions will be provided for use at the College by the bank/provider credit card service. Equipment must be able to perform on-line authorizations, electronic transmittal of deposits to the College's primary account, receipt printing, check reading/imaging, and deposit detail printing. The point of sale equipment pricing should be presented in the proposal with purchase and lease options. If the College already owns the equipment, provider's systems should be able to interface with the existing hardware.

3.11.6.3 Credit card tickets and other required supplies shall be provided by the bank/provider.

NOTE: Above services to be stated as Exhibit 5

3.11.7 **Other Services.**

3.11.7.1 **Stop Payments.** The bank shall provide stop-payment service to the College. Stop payment orders will be issued utilizing an internet-based treasury management system. If the check at issue is unpaid, the Bank will provide confirmation of the stop payment order. If the check at issue is paid at the time of request the Bank will, as soon as reasonably possible, forward to the College a copy of the paid instrument. The stop payment order is effective after twenty-four (24) hours of being placed. The bank shall be responsible for any item cashed if said item was confirmed as a stop payment on an as-of-day basis and is subsequently cashed by the bank.

All point of purchase (POP) returned checks due to insufficient funds or other reasons **WILL** be automatically re-deposited. These checks will only be returned to the Cashier's Office at the College after two re-deposit attempts.

3.11.7.2 **Wire Transfers.** The bank will provide same day wire transfer service from the College accounts and accept transfers into the account for immediate credit. The College transfers money via wire transfer using repetitive wire and non-repetitive wire. Both repetitive and non-repetitive wire transfers should be done through internet banking.

3.11.7.3 **Banking Supplies.** Depository bank will provide all necessary banking supplies. These shall include, but not be limited to, tamper proof disposable style deposit bags, deposit slips, deposit stamps, coin wrappers, bulk coin deposit bags, and envelopes. The College reserves the right to obtain supplies from a vendor other than the depository bank.

3.11.7.4 **Disaster Recovery.** The bank shall provide information regarding their disaster recovery plan including specific plans related to serving the College in the event of a disaster.

- 3.11.7.5 **Overdraft Protection.** The College will make every effort to assure that collected funds in the bank are equal to or exceed the gross amount of checks issued. However, if an unintentional overdraft condition occurs, all checks presented for payment shall be paid.
- 3.11.7.6 **Check 21.** If required, the bank will provide the ability to process checks using the technology known as Check 21. A check scanner and appropriate software would be provided to the College to digitally capture the check images. The deposit would be balanced and an electronic deposit slip created. The file would then be transmitted to the bank through a secure website for posting to the College's depository account.
- 3.11.7.7 **Positive Pay.** If required, the bank will provide Positive Pay to ensure the College's protection and security against fraud and theft. Positive Pay transactions should be monitored daily for violations. The College will transmit files each time a payroll or account payable check file is processed. The bank shall have the capability to accept either an uploaded file from the College's accounting system as well as manual entries as needed. All paid checks should be matched against the issue file for verification, giving the College the ability to instruct the bank to pay or return an item.
- 3.11.7.8 **Credit Cards** The bank will provide services necessary to continue the use of Visa, MasterCard, American Express, Discover and debit cards for financial transactions at approved locations.
- 3.11.7.9 **Payroll Check Cashing.** The bank will cash payroll checks for College employees upon presentation of appropriate identification. Employee personal account relationship will not prevent the employee from cashing a payroll check issued by Pensacola State College.
- 3.11.7.10 **Continuous Service.** The depository bank will have and maintain sufficient staff to support these requirements on a continuing basis without interruption of service. Severe or repeated breakdown of service for this reason will be cause for cancellation of the Contract. The College requires that the bank designate one of its cash management services personnel who will act as a liaison with the College for matters regarding its account. The College reserves the right to approve the person so designated and further reserves the right to approve in advance the designation of any successor liaison.
- 3.11.7.11 **Miscellaneous Charges.** If any charges apply, the Bank will supply details to support all charges for miscellaneous items such as: phone calls, copying, deposit slips, etc. No charge is to be submitted that is not supported by an invoice.
- 3.11.7.12 **Access To Records.** The College, or its authorized representatives, shall have access to the books and records maintained by the bank, with respect to such College bank accounts at all reasonable times, including the inspection or copying of such books and records and all memoranda, checks, correspondence, or documents pertaining thereto. Such books and records shall be preserved by the bank as required by applicable regulatory bodies.

Additionally, the College shall be provided quarterly and annual financial reports to indicate the financial soundness of the institution.

3.11.7.13 **Employee Benefits.** The Bank shall state whether it may provide special low, or no fee, or other special term services to College employees, and provide specifics of any special accounts granted.

3.11.7.14 **Additional Services.** With detailed information, please describe any additional services that proposer is able to offer and provide Pensacola State College in relation to the scope of this RFP.

3.12 **Cost of Services / Banking and Related Services Forms:** Using the following forms, as specified, please provide a detailed breakdown of all-inclusive cost proposal. Forms to follow on succeeding pages for viewing; posted in <http://www.pensacolastate.edu/visitors/vendors/currentsolicit.aspx>.

3.12.1 **Conversion Costs.** In the Cost of Services section, please incorporate the cost any conversion from the College's current banking institution's system to your firm's system, to include:

- New terminals and/or equipment related to conversion;
- Any additional new equipment, as required;
- Training on new systems;
- Any cost savings to Pensacola State College related to conversion.

Exhibit 1 – Basic Bank Services

BANK: _____

Respondent is required to complete the following pricing list that reflects the estimated requirements of the College.
Indicate N/C if there is no charge for an item.

	<u>MONTHLY VOLUME</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
GENERAL SERVICES			
ACCOUNT MAINTENANCE	2		
DEPOSITS	86		
CHECKS PAID	731		
ITEMS DEPOSITED	TBD		
DEPOSITED ITEMS CHARGED BACK	6		
REDEPOSITED ITEMS	11		
STOP PAYMENTS	3		
DEPOSIT CORRECTIONS	TBD		
CASH PROCESSING	90,577		
CHANGE ORDERS	TBD		
NIGHT DEPOSIT BAGS PROCESSED	0		
CURRENCY STRAPS PROVIDED	TBD		
CREDIT/DEBIT CARD SERVICE	N/A		
POINT OF PURCHASE CHECK SERVICE	N/A		
CHECK PRINTING	0		
ACH SERVICES			
ACH MAINTENANCE	1		
ACH ITEMS ORIGINATED	1625		
ACH RETURNS/NOC'S	1		
ACH REVERSALS	1		
ACH DEPOSITS	2		
ACH ITEMS PAID	TBD		
ON-LINE BANKING			
MONTHLY MAINTENANCE	TBD		
PER ACCOUNT	N/A		
PER ITEM STORED/DOWNLOADED	1000		
PER BOOK TRANSFER	TBD		
PER OUTGOING REPETITIVE WIRE	TBD		
PER OUTGOING NON-REPETITIVE WIRE	TBD		
ON-LINE IMAGE MAINTENANCE	TBD		
ON-LINE IMAGE PER ITEM	TBD		

ACCOUNT RECONCILEMENT

PARTIAL RECON MONTHLY MAINTENANCE
PARTIAL RECON PER ITEM
SERIAL SORT MONTHLY MAINTENANCE
SERIAL SORT PER ITEM
DEPOSIT RECON MAINTENANCE
DEPOSIT RECON PER ITEM
CD ROM IMAGE MAINTENANCE
CD ROM IMAGE PER ITEM
CD ROM PER CD
ACCOUNT RECON DATA TRANSMISSION

TBD

TBD

TBD

TBD

TBD

TBD

TBD

TBD

TBD

TBD

POSITIVE PAY (Metavante)

POSITIVE PAY MAINTENANCE
POSITIVE PAY PER ITEM

TBD

TBD

ZERO BALANCE ACCOUNT

ZBA MONTHLY MAINTENANCE
ZBA PER SUB ACCOUNT

TBD

TBD

FDIC INSURANCE**WIRE TRANSFERS (MANUAL)**

OUTGOING - REPETITIVE
OUTGOING - NON REPETITIVE
INCOMING
BOOK

33

0

0

0

SUPPLIES

COIN/CURRENCY WRAPPERS
PRE-PRINTED DEPOSIT SLIPS
CHECKS
DEPOSIT BAGS
BULK COIN BAGS
ENDORSEMENT STAMPS

As needed

As needed

N/A

As needed

N/A

As needed

Assume use of on-line Cash Management System to transmit.

- Alternative: Required Compensating Balance to Support Charges:

- Earnings Credit Rate on which compensating balance is calculated:

- Direct Deposit (ACH) Payrolls:

- Number of days and deadline time before payroll day that deposit information to be electronically provided to bank from college.

<u>2</u>	<u>3 pm CST</u>
Number of Days	Time of Day

- Number of Days and deadline time on which actual funds are transferred to appropriate employee demand accounts at various banks.

<u>Transferred made on date specified by College</u>	<u>4 pm CST</u>
Number of Days	Time of Day

- Number of Days and deadline time actual college funds are transferred and do not earn interest.

<u>1</u>	<u>N/A</u>
Number of Days	Time of Day

Exhibit 2 – Merchant / Credit-Debit Card Services

BANK: _____

Merchant and Credit Card Services (See Section 3.11.3)

Merchant Activity Data for Pensacola State College for FY 2010/11:

Total Net Sales
Approximately \$8,000,000.00

Total # of Transactions
Approximately 30,000 Transactions

1. Merchant Services Fees:

a. Discount Rate _____%

Other Costs (specify):

Total annual costs based on volumes in Attachment 3 \$_____

b. Alternate:

Required Compensating Balance to Support Charges: \$_____

Earnings Credit Rate on which compensating balance is calculated: _____

2. If College's existing equipment is not compatible with bank's merchant services, what is the cost of the following equipment?

Swipe Terminals: _____ each

Printers _____ each

Installation Cost _____ per installation

Other Charges (itemize):

Exhibit 3 – Cash Management Services

BANK: _____

Cash Management Information System:

- Initial cost of software including installation and training (per workstation), if any \$ _____
- Number of days _____ Number of employees _____
- Describe below bank(s) cash management system. Provide any additional attachments which will be useful to the College in evaluating the system.

This image shows a full page of white paper with horizontal black lines, resembling notebook paper. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Exhibit 4 – Deposits Earning Interest

BANK: _____

Deposits Earning Interest:

- Interest rate is to be paid on daily collected balance and it is the College's intent to have all monies on deposit earning interest at the best available rate.

_____ % Date: _____

- Describe the investment vehicle proposed by the bank to provide the deposits earning interest of College funds.

- Describe the method of collateralization of deposits earning interests. Verify proposed method is in accordance with Chapter 280, Florida Statutes and appropriate Rules.

- Are there any charges related to the Deposits Earning Interest? If so, what?

_____	\$ _____
_____	\$ _____
_____	\$ _____

Total charges for Deposits Earning Interests: \$ _____

Exhibit 5 – Point of Purchase Check Conversion Services

BANK: _____

Merchant Activity Data for Pensacola State College for FY 2010/11:

Total Net Sales
NA

Total # of Transactions
NA

Merchant Services Fees:

Discount Rate _____ %

Other Costs (specify): _____

Total annual costs based on FY2009 volume \$ _____

Alternate: Required Compensating Balance to Support Charges \$ _____

Earnings Credit Rate on which compensating balance is calculated: _____

If Colleges' existing equipment is not compatible with bank(s) merchant services, what is the cost of the following equipment:

- Check Imager/Readers: _____ each
- Printers: _____ each
- Installation Cost: _____
- Other Charges (itemize): _____

Exhibit 6 – Banking and Related Services References

BANK: _____

Firm or Entity: _____

Address: _____ Contact Person: _____

City, State, Zip: _____ Telephone #: _____

Date of last service: _____

Firm or Entity: _____

Address: _____ Contact Person: _____

City, State, Zip: _____ Telephone #: _____

Date of last service: _____

Firm or Entity: _____

Address: _____ Contact Person: _____

City, State, Zip: _____ Telephone #: _____

Date of last service: _____

Firm or Entity: _____

Address: _____ Contact Person: _____

City, State, Zip: _____ Telephone #: _____

Date of last service: _____

Exhibit 7 – Miscellaneous Questions

BANK: _____

1. Please elaborate on the scope of your institution's banking experience with Higher Education:

- a. Number of HE clients? _____
- b. Within which states? (Please identify # of HE clients in each state) _____
- c. Sizes of the institutions?

2. Please discuss the types of bank related student and employee services your institution offers:

3. Which of the above services are handled by your institution directly and which are outsourced or handled through a partnership with other processors?

- a. Who are those partners and which services do they provide?

- b. Are any of these services in development stages or are they fully functional and fully automated?

4. Does your institution offer an e-check verification or guarantee service for web based check processing?

a. What is the cost associated with this service? _____

5. Is the College's current credit & debit card and point of sale check conversion equipment compatible with your institution's processor?

6. Please elaborate on the benefits of a back office check conversion process for checks that cannot be converted at the point of sale (business checks, checks where the account owner is not present).

a. How quickly would the funds post to the College's account? _____

b. Length of time check images are available for immediate retrieval? _____

c. What is the return notification process?

d. What is the cost of equipment and service?

7. What is the amount or rate of rebate? \$_____

8. Please provide calendar year-end financial statements to the College for your 2010 operations.

a. If not yet available, why?

- b. If for an earlier period than ending 12/31/2010 please provide those statements, and if unavailable, please explain why.

9. What legal entities will be operating our account?

10. Will the Pensacola State College account have a United States of America-regulated company operating the accounts?

11. What is your exposure to the sub-prime market and how will the current banking problems affect your bank?

12. Are you receiving U.S. Government bailout money? If so, how much and how is it being spent?

13. Please provide a complete listing of all your college and university general banking services clients similar to our account.

14. Where is your trust and day-to-day investment operations located for our account? _____

15. Please explain how your bank protects its customers from phishing, identity theft, account takeover, check fraud, credit card fraud, and ATM skimming. Explain how your efforts may have changed after the Heartland Systems Breach in 2008.

16. Please explain your disaster recovery systems to help assure smooth operations for our account before, during and after such an event.

a. What avoidance procedures can you provide to the College?

b. What avoidance procedures have you provided to other northwest Florida clients?

c. Please provide a list of at least three (3) similarly sized accounts that you have provided disaster recovery assistance for in the past two to three years.

17. What are some of the programs you utilize to attract students to your customer base?

18. With the wide spread use of on-line banking and its accompanying discomforts with providing personal information by customers, describe some of the safeguards you employ to safeguard against identity theft?

Miscellaneous Questions – Exhibit #7. With a host of additional questions requiring clarification, please see Exhibit #7 and reply accordingly

NOTE: Replies to above miscellaneous questions to be stated as
Exhibit 7

3.13 QUESTIONS AND ANSWERS

- 3.13 To assist you in preparing your submittals, the College is posting the pertinent questions and answers, as follows:

NOTE: Questions 1-9 are in reference to credit cards.

- 3.13.1 In reference to credit cards, please provide 3 months of recent processing statements.
- **Please see Merchant Statements posted for October, November, and December 2010 on Attachment 3.**
 -
- 3.13.2 What types of terminals and/or software do you have for processing?
- **Cashier Offices: Swiper computer board (cherry), Pensacola 8, Milton 2, Warrington 2**
 - **Cosmetology (Milton and Pensacola Campus): Hypercom T7+**
 - **Lyceum: Hypercom T7+**
 - **Culinary: Hypercom T7+**
- a. How many are used?
- **16+Web**
- b. Are they owned, leased, rented?
- **College-owned.**
- 3.13.3 What software or gateway is used for payments made over the internet?
- **College uses PC Charge for payments over the web.**
- 3.13.4 Do you have pin pads for the terminals that are used?
- **No, the College does not have pin pads for terminals.**
- 3.13.5 How many merchant ID numbers will the College need?
- **Currently, the College has a total of 10 merchant IDs. 4 for AMEX and 6 for Visa/MC/Discover.**
- 3.13.8 Do you accept purchasing cards as a means of payment?
- **Yes, as long as they are Visa or MasterCard**
- 3.13.9 Are any of the machines wireless?

- **No, unless you consider web payments as wireless.**

3.13.10 Can you provide a recent merchant statement?

- **Please see Merchant Statements posted for October, November, and December 2010 on**
 - October 2010
 - Music \$57.20
 - Culinary 61.31
 - Bursar & Web 3,846.76
 - Cosmetology M/C 4.80
 - Cosmetology P/C 60.85
 - November 2010
 - Music \$207.61
 - Culinary 12.13
 - Bursar & Web 3,312.08
 - Cosmetology M/C 5.46
 - Cosmetology P/C 50.09
 - December 2010
 - Music \$23.62
 - Culinary 5.06
 - Bursar & Web 6,750.68
 - Cosmetology M/C 4.46
 - Cosmetology P/C 38.69

- 3.13.11 Will you provide an account analysis statement on all accounts?

- **Account Analysis Statement s will be posted after pre-proposal.**

3.13.12 What are the average monthly balances on all accounts?

- **\$10,000,000.00 (\$10 Million).**

3.13.13 If we do not participate in Dunn and Bradstreet can we submit Moody's and S&P?

- **Because all firms' financial capacity must be evaluated using the same criteria, the Dunn & Bradstreet "Supplier Qualifier Report" is utilized for that purpose. Please refer to Section 3.9.5 below for detailed instructions:**

3.8.4 **Financial Capacity** – Submit Dun & Bradstreet's Duns Number (D-U-N-S #). The College may request one or more D&B reports to assess the proposer's financial capacity or may request other information (e.g., audited financial statements) after proposal submittal in order to assess financial capacity of proposer. Financial capacity evaluation may be included in the initial evaluation of proposals (Section 4.1, Experience & Qualifications) or in the final interview phase (Section 4.3).

D&B D-U-N-S # _____

However, if your firm is not currently registered at D&B, you are required to do so before submitting your proposal to the College. Please contact D&B at 1-800-234-3867 to fully register your company; information gathered from the D&B Supplier Qualifier Report will become part of the company's financial capacity assessment.

Failure to provide D&B D-U-N-S No. with proposal or within three (3) days of notification will result in proposal rejection.

3.13.14 Can you provide the RFP in word format so we may answer all questions in the College's format.

- **Unfortunately, with a host of legal and administrative risks in posting official documents as "alterable" .PDF or Microsoft Word formats, the document below is the extent to which the College determined the need to post "fill-in-the-blanks" type documents MS Word format.**

- **Please see forms posted on <http://www.pensacolastate.edu/visitors/vendor/curr solicit.aspx>**

3.13.15 Would it be possible to provide the monthly volume figures for Exhibit #1: Basic Banking Services?

- **Exhibits will be posted on after pre-proposal conference.**

3.13.16 The College has approximately 600 full time employees and 400 - 500 part time employees.

3.13.17 The enrollment of students per campus is as follows:

- **Pensacola: 6605 FTE**
- **Warrington: 1583 FTE**
- **Milton: 1101 FTE**
- Total: 9289 FTE**

3.13.18 The annual financial aid is as follows:

- 30+ million financial aid administered to more than 11,000 degree seeking students in 2009.10
- 72-75% of those seeking a degree (13-15,000) at Pensacola State received some form of financial assistance.
- 25,000 students pay some type of fees to attend some type of class on one of our campuses or online.
- The disbursement of financial aid is being handled through Higher One cards for the students.

3.13.19 The College has 3 ATMs (one on each campus) that are supplied by Higher One.

4.0 EVALUATION OF PROPOSALS

- 4.1 **Evaluation Criteria:** The Evaluation Committee (hereinafter referred to as “Committee”) shall evaluate all proposals received, which meet or exceed Section 3.8, Minimum Eligibility Requirements, according to the following criteria:

	<u>CATEGORY</u>	<u>MAXIMUM POINTS</u>
a.	Experience and Qualifications	30
b.	Scope of Services Provided	30
c.	Cost of Services Provided	40
	TOTAL	100

The failure to respond, provide detailed information or to provide requested proposal elements in Sections 3.9 through 3.11 may result in the reduction of points in the evaluation process or a complete disqualification of proposal.

In evaluating the responses to this RFP and in awarding any contract, the College will consider a number of factors, each listed below. This includes information submitted in compliance with Sections 3.9, 3.10, and 3.11 of this RFP, as well as information obtained from references and/or interviews with the firms (if required), as indicated under each criteria.

The following list is not in the order of importance, but directs you to the corresponding Exhibit that shall be used to evaluate the criteria.

- 4.1.1 Best Value/Lowest Cost for required compensating balance for **Basic Banking Services (Exhibit 1)**
 - 4.1.2 Best Value/Lowest Cost for required compensating balance for **Credit Card Services (Exhibit 2)**
 - 4.1.3 Best Value/Lowest Cost for **Cash Management System (Exhibit 3)**
 - 4.1.4 Highest interest rate to be paid on **Deposits Earning Interests (Exhibit 4)**
 - 4.1.5 Best Value/Lowest Cost program for **Point of Purchase Check Conversion Services (Exhibit 5)**
 - 4.1.6 General compliance with the requirements of all sections of this RFP including, but not limited to, the use of required forms and the inclusion of all required materials and data.
- 4.2 **Result of Evaluation of Proposals:** Based upon the results of Section 4.1, the Committee, at its sole discretion, may: 1) recommend award to the top ranked proposer; 2) may recommend award to more than one top ranked proposer; 3) may short-list the top ranked proposers (short-list number to be determined by the Committee) for further consideration and interviews; or, 4) may reject all proposals received. Committee members are not to be contacted during the proposal selection process.
- 4.2.1 **Proposal Clarification.** During the review of proposals, the Committee reserves the right to ask questions of a clarifying nature in order to obtain clarity on proposal elements submitted. However, proposers will not be allowed to enhance or alter their initial proposal and may only clarify existing proposal elements.
- 4.3 **Interview Phase.** In the event that the College chooses to interview short listed proposers in accordance with Section 4.1 and 4.2, the Committee shall interview the short-listed proposers, in order to make an award recommendation. Short-listed proposers will be interviewed against a set of standard questions (same questions for all short-listed proposers) and/or clarifying questions (proposal-specific with the intent to clarify issues), and shall be evaluated according to the following criteria:

	<u>CATEGORY</u>	<u>MAXIMUM POINTS</u>
a.	Understanding of the College's Requirements	20
b.	Relevant Experience	20
c.	Unique Qualifications	20
d.	Overall Approach, Methodology, and Ability to Perform Contract	20
e.	Financial Capacity	<u>20</u>
	TOTAL	100

4.4 **Contract Negotiation.** In the event that an Agreement between the College and the selected proposer(s) is deemed necessary, at the sole discretion of the College, the Committee will begin negotiations with the top-ranked proposer or proposers if a multiple award is being considered. The Committee reserves the right to negotiate any term, condition, specification or price with the top-ranked proposer. In the event that mutually agreeable negotiations cannot be reached, the Committee may declare an impasse and begin to negotiate with the next ranked proposer. The committee may continue this process until final agreement can be reached with a proposer or until the committee recommends rejection of all proposals received.

5.0 SPECIAL CONDITIONS

- 5.1 **CONTRACT TERM:** The purpose of this RFP is to establish a contract beginning **May 1, 2011**, or date of award or whichever is later and continuing **through April 30, 2014**, for a period of three (3) years. However, if necessary and in the best interests of Pensacola State College, the term of the contract may, by mutual agreement between the College and the awardee, upon final College approval, be extended beyond the expiration date of the initial contract period or final renewal period. The Board of Trustees, through its Purchasing Department, will, if considering renewing, request a letter of intent to renew from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the College. All prices shall be firm for the term of the contract. The successful awardee(s) agrees to this condition by signing its proposal.
- 5.2 **AWARD OF CONTRACT.** The College reserves the right to award contract to a single contractor, to multiple contractors, or to include an award that designates one or more alternates.
- 5.3 **JOINT VENTURES:** In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Proposer. If offering a joint proposal, Prime Proposer must include the name and address of all parties of the joint proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at College meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. The College shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP.
- 5.4 **INSURANCE REQUIREMENTS:** Proof of the following insurance will be furnished by any awardee to the College by Certificate of Insurance within 10 days of notification by Pensacola State College. Such certificate must contain a provision for notification to the College 30 days in advance of any material change

in coverage or cancellation. **Pensacola State College MUST be named as an additional insured under the General Liability policy, and as certificate holder.** The insurance information must be submitted on an insurance carrier's Certificate of Insurance.

- 5.4.1 General Liability Insurance with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- 5.4.2 Professional Liability insurance with limits of not less than \$1,000,000 per occurrence.
- 5.4.3 Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this RFP, with bodily injury limits of liability of not less than \$1,000,000 per person; and \$1,000,000 per occurrence and property damage limits of not less than \$1,000,000.
- 5.4.4 Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.
- 5.4.5 Must reference RFP # of this solicitation and must list Pensacola State College as Additional Insured, as follows: "Pensacola State College is additional insured with respect to General Liability (and Excess Liability if issued) in regards to the terms, conditions, and agreements of **RFP #09-2010/2011**, entitled **Banking and Related Services** - from commencement date to six months after date of completion."
- 5.4.6 Must list Pensacola State College as Certificate Holder.
- 5.4.7 COLLEGE will not accept "Claims-Made" insurance policies.

The insurance policies shall be issued by companies qualified to do business in the State of Florida and grant Pensacola State **College** thirty days of advanced written notice of a cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

Prior to the commencement of any work the awardee must provide **COLLEGE** Purchasing Department with a Certificate of Insurance which is evidence of the above coverage and with **COLLEGE** named as an additional insured.

- 5.5 **CONTRACT ADMINISTRATION:** The responsibility and authority for the administration of this contract shall be Gean Ann Emond, Vice President for Business Affairs, Pensacola State College, hereinafter referred to in this proposal as Campus Representative. The remaining portion of the contract will be administered through the Purchasing Department. The College reserves the right to solicit the required services from other sources when the contractor is unable to fulfill the obligation as listed in these documents. The successful contractor will be required to appoint one or more primary account representatives to work with the College in the administration of this contract. In the event this representative does not meet the College's requirements, a replacement will be assigned as soon as possible.
- 5.6 **LICENSING:** The Contractor will be responsible for obtaining and paying for all necessary licenses and permits, providing copies to College representative. Contractor will maintain all appropriate licenses and permits specified by Escambia County and any appropriate agency of State of Florida and shall provide copies of these licenses to the College upon request. Failure to maintain required licenses shall be cause for termination.
- 5.7 **PROTECTION AND SECURITY OF BUILDING AND PROPERTY:** The contractor shall assume full responsibility and be held liable by the College for any and all damage or claim for damage, for injury to persons, property and equipment which might result from any services performed under this specification. The extent of this responsibility is not limited to only Pensacola State College property but extends to any property including lease equipment on College locations.

Contractor shall be held liable by the College for damages caused by his employees to any equipment, apparatus or installed property in buildings in which work is performed under this specification. Work shall be carried on in such a manner that there will be no interruption of College business.

Contractor shall be responsible for all keys issued to them for the performance of their duties and will bear the cost of re-keying all areas required due to key loss. Re-keying will be done at the discretion of the College.

- 5.8 **SITE VISITS/INSPECTIONS**: The College reserves the right to conduct a site visit to any of the proposer's place(s) of business, if it is deemed necessary.
- 5.9 **EXTENDED RFP PRICES**: Will you extend this RFP under same terms, specifications and conditions to other governmental entities? Please state:

YES_____ -or- NO_____.

6.0 GENERAL CONDITIONS

- 6.1 **EXTENSION**: In addition to any renewal options contained herein, **Pensacola State College** is granted the right to extend any award resulting from this RFP for the period of time necessary for the **College** to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms and conditions as existing at the time of the **College's** exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this RFP or (b) the termination date under any applicable period of renewal under a contract entered into as a result of this RFP.
- 6.2 **IRREVOCABILITY OF PROPOSAL**: A proposal may not be withdrawn before the expiration of 90 days from the date of proposal opening.
- 6.3 **INFORMATION NOT IN RFP**: No verbal or written information which is obtained other than by information in this document or Addenda to this Request for Proposal shall be binding on the **College**.
- 6.4 **PROPOSAL PUBLIC RECORD**: Proposer acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.
- 6.5 **NONCONFORMANCE TO CONTRACT CONDITIONS**: Services offered must be in compliance with RFP conditions and specifications and any resulting agreement at all times. Services not conforming to RFP conditions, specifications or time frames may be terminated at proposer(s) expense and acquired on the open market. Any increase in cost may be charged against the proposer. Any violation of these stipulations may also result in:
- 6.5.1 For a period of two years, any RFP submitted by proposer will not be considered and will not be recommended for award.
- 6.5.2 All departments being advised not to do business with vendor.
- 6.7 **GOVERNING LAW**: This RFP, and any award(s) resulting from this RFP, shall be governed by and construed under the laws of the State of Florida and must have venue established in Escambia County, Florida.

- 6.8 **LEGAL REQUIREMENTS:** Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the goods or services covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.
- 6.9 **ADVERTISING:** In submitting an RFP, proposer agrees not to use the results there from as a part of any commercial advertising without prior written approval of the **College**.
- 6.10 **PAYMENT:** A purchase order will be released after award by the **College** for any services to be performed as a result of the RFP. Payment will be provided after services are in compliance with all the conditions of this RFP.
- 6.11 **EXPENDITURE:** No guarantee is given or implied as to the total dollar value or work as a result of this RFP. The **College** is not obligated to place any order for services performed with any awardee(s) as a result of this award. Order placement will be based upon the needs and in the best interest of the **College**.
- 6.12 **CONFLICT OF INTEREST:** The award of this RFP is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the **College**. All proposers must disclose with their proposal the name of any officer, director, employee or agent who is also an employee of the College or an immediate family member of an employee of the **College**.
- 6.13 **PATENTS/INTELLECTUAL RIGHTS AND ROYALTIES:** The proposer, without exception, shall indemnify and save harmless the **College** and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the **College**. If the proposer uses any design, device, or materials covered by letters, patent, or copyright or other intellectual rights, it is mutually understood and agreed without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 6.14 **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Any agreement resulting from the award of this RFP (if applicable); then
 - Addenda released for this RFP, with the latest Addendum taking precedence; then
 - the RFP; then
 - Awardee's proposal.
- In case of any other doubt or difference of opinion, the decision of the **College** shall be final and binding on both parties.
- 6.15 **OSHA:** The proposer warrants that the product supplied to the **College** shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 6.16 **ANTI-DISCRIMINATION:** The Vendor certifies that he or she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The **College** prohibits any policy or procedure which results in discrimination on the basis of age, race, color, disability, gender, national origin, marital status, religion, veteran status, or sexual orientation. The College is dedicated to the concept of equal opportunity and will not discriminate on the basis of race, color,

age, national origin, religion, gender, marital status, disability, veteran status, sexual orientation, or any such factor in its employment practices or in the admission and treatment of students.

- 6.17 **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Proposer agrees to The Indemnification Provision stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The proposer shall be liable for any damages or loss to the College occasioned by negligence of the proposer (or agent) or any person the proposer has designated in the completion of the contract.
- 6.18 **BILLING INSTRUCTIONS AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in duplicate to the Accounts Payable Department of Pensacola State College, 1000 College Blvd., Pensacola, Florida 32504. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance.
- 6.19 **RFP ABSTRACTS:** Proposers desiring a copy of RFP tabulation may request same by enclosing a self-addressed, stamped envelope with proposal.
- 6.20 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. Your signature on the proposal price sheet certifies that your firm has not committed any public entity crimes as specified.
- 6.21 **TERMINATION/CANCELLATION:** Section 237.161, Florida Statutes, prohibits the **College** from creating obligations on anticipation of budgeted revenues for a period in excess of one year. As such, the **College** may, during the contract period, terminate or discontinue the items covered in this RFP. This written notice will release the **College** of all obligations, subsequent to the termination date, in any way related to the items covered in this RFP upon 30 days prior written notice to the awardee. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.
- 6.22 **PROTESTING OF RFP CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the RFP or Addenda and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this RFP, or any Addenda released thereto. Receipt of a copy of this RFP, or any Addenda released thereto, which is received in accordance with Chapter 119, Florida Statutes, or **College** Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays or days during which the **College** administration is closed, shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the **College** administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or days during which the **College** administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from

time to time, states that **“The formal written protest shall state with particularity the facts and law upon which the protest is based”**.

NOTE: Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at the office of the Purchasing Director, 1000 College Boulevard, Pensacola, Florida 32504. Fax filing will not be acceptable for the filing of bonds.

6.23

POSTING OF RFP RECOMMENDATIONS/TABULATIONS: RFP Recommendations and Tabulations will be posted in the Purchasing Department and online at <http://www.pensacolastate.edu/visitors/vendors/currtabs.aspx> and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in the Purchasing Department and/or <http://www.pensacolastate.edu/visitors/vendors/currtabs.aspx> (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the RFP tabulation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Purchasing Department gives notice of an intended decision about this RFP. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or **College** Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the **College** administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the college administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday or Sunday, legal holiday or days during which the **College** administration is closed. No submissions made after the proposal opening amending or supplementing the proposal shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **“The formal written protest shall state with particularity the facts and law upon which the protest is based”**. Any person who files an action protesting an intended decision shall post with the **College**, at the time of filing the formal written protest, a bond, payable to **Pensacola State College**, in an amount equal to one percent (1%) of the **College's** estimate of the total volume of the contract. The **College** shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which the **College** administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the **College** may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the **College** prevails, and then the **College** shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the **College** all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.

NOTE: Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at the office of the Purchasing Director, 1000 College Blvd., Pensacola, Florida 32504. Fax filing will not be acceptable for the filing of bonds.

- 6.26 **USE OF OTHER CONTRACTS:** Pensacola State College reserves the right to utilize any other College contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other College, other community college/college/state university system cooperative agreements, or to directly negotiate/purchase per College policy and/or State Board Rule, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this RFP if it is in its best interest to do so.

6.26.1 **Purchasing Agreements with other Public Agencies:**

The submission of any proposals in response to this RFP also constitutes a proposal made under the same terms and conditions, for the same contract price, and for the same effective period as this proposal, to other public agencies within Florida, should the proposer feel it is in their best interest to do so. This in no way restricts or interferes with the right of any public agency to re-bid any or all items. Should a public entity desire to utilize the awarded contract, and make an award thereof, the entity shall do so independently of the College, shall be responsible for its own purchases, shall be liable only for materials and/or services ordered and received by it and does not assume any liability by virtue of this proposal.

- 6.27 **SUBCONTRACTING AND ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be subcontracted, assigned, transferred or encumbered by any party without the prior written consent of the College.

- 6.28 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the proposer, the College shall give written notice to the proposer stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to the College for immediate cancellation. The College reserves the right to terminate any contract resulting from this RFP at any time and for no reason, upon giving 30 days prior written notice to the other party.

6.29 **INDEMNIFICATION:**

- 6.29.1 By **THE COLLEGE:** The College agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the College. Nothing herein shall be construed as consent by the College to be sued by third parties in any matter arising out of any contract.
- 6.29.2 By **VENDOR:** VENDOR agrees to indemnify, hold harmless and defend the College, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which the College, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by the College; or the negligence of VENDOR or the negligence of VENDOR's agents

when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including the **College's** property, and injury or death of any person whether employed by the **VENDOR**, the **College** or otherwise.

- 6.30 **RFP AND ADDENDA:** It is the sole responsibility of the **PROPOSER** to assure it has received the entire RFP package and any and all Addendum. No submissions made after the proposal opening, amending or supplementing the proposal shall be considered.
- 6.31 **AVAILABILITY OF FUNDS:** The obligations of the **College** under this award are subject to availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.
- 6.32 **CONTACT AFTER PROPOSER'S SUBMITTAL (CONE OF SILENCE):** Any proposer or a lobbyist for a proposer is prohibited from having any communication concerning this RFP or any response with any member of the **College** Board of Trustees, the **College** President, any Evaluation Committee Member or any other **College** employee after the submittal of their proposal and prior to the contract being awarded with the exception of communications with the office of the Purchasing Director, unless so notified by the Purchasing Director. A proposal from any firm will be disqualified when the proposer or a lobbyist for the proposer violates this condition of the RFP. No verbal or written information which is obtained other than by information in this document or by Addenda to this RFP shall be binding on the **College**.
- 6.33 **GRATUITIES:** Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the **College**; including any College Board of Trustee Member, **College** President and any Evaluation Committee Members, for the purpose of influencing consideration of this proposal.
- 6.34 **PREPARATION COST OF PROPOSAL:** Proposer is solely responsible for any and all costs associated with responding to this RFP. The **College** will not reimburse any proposer for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any proposer.
- 6.35 **ACCEPTANCE AND REJECTION OF PROPOSALS:**
- 6.35.1 **Acceptance:** All proposals properly completed and submitted will be considered by the **College**. However, the **College** reserves the right to request additional information, reject any or all proposals that do not meet all mandatory requirements, or any or all proposals may be rejected when there are sound, documented business reasons that serve the best interest of the **College**.
- 6.35.2 The **College** also reserves the right to waive irregularities in any proposal received if such action is in the best interest of the **College**. However, such a waiver shall in no way modify the RFP requirements or excuse the proposer from full compliance with the RFP specifications and other contract requirements if the proposer is awarded the contract.
- 6.35.3 **Rejection:** A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:
- 6.35.3.1 The proposal is time-stamped at the Purchasing Department after the deadline specified in the RFP.
- 6.35.3.2 Failure to execute and return enclosed original **REQUIRED RESPONSE FORM** as defined in Section 1.0.

- 6.35.3.3 Proof of collusion among proposers, in which case all suspected proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.
- 6.35.3.4 The proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind which make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- 6.35.3.5 The proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.

- 6.36 **WITHDRAWAL OF RFP:** In the best interest of **Pensacola State College**, the **College** reserves the right to withdraw this RFP at any time prior to the time and date specified for the proposal opening.
- 6.37 **DEFAULT AND VENUE:** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default. Any action by the non-defaulting party to enforce this contract shall be instituted and prosecuted in the court having jurisdiction in Escambia County, Florida, and the defaulting party waives venue in any other jurisdiction.
- 6.38 **TORT IMMUNITY:** The **College** hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the **College's** liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto. Any and all such liability shall be limited to and shall not exceed amount of insurance coverage applicable to such an agreement provided to the **College** thru the Florida Community College Risk Management Consortium. Nothing contained in this document is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity applies.
- 6.39 **TAXES AND PERMITS:** Although the **College** is not subject to the Florida Sales and Use Tax, any contractor who purchases materials which will be used in a State owned building will not be exempted from the Florida Statute referencing sales and use tax:

The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The owner is not subject to:

- a. Federal excise taxes on materials or appliances that are incorporated into and become a part of the completed improvement.
- b. Federal tax on transportation of property.
- c. Cost of Municipal Building Permits.

Sales and rental tax payments to the State of Florida are the responsibility of the vendor. The vendor must provide documentation to the State. Vendors by virtue of submitting a proposal agree to this condition.

- 6.40 **RECYCLING:** Contractor must comply with any current or future recycling program established by the State, the County, the Municipality and/or Pensacola State **College**. Inability to comply or reach agreement with the **College** to meet compliance will result in cancellation of the award. Contractor will be trained by the **College** and our contracted recycler how to handle recycled material to conform to the current recycling program.

- 6.41 **DRUG FREE WORKPLACE CERTIFICATION (F.S. 287.087):** By submitting this bid or RFP, vendor certifies that this firm complies fully with the above requirements.
- 6.42 **ASSIGNMENT OF ANTITRUST CLAIMS:** For and in recognition of good and valuable consideration, receipt of which is hereby acknowledged, proposing firm hereby conveys, sells, assigns and transfers to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing, relating to the particular goods or services purchased or acquired by the State of Florida pursuant to this solicitation.
- 6.43 **FINANCIAL CAPACITY/ABILITY TO PERFORM CONTRACT.** A “financial capacity” or “financial ability to perform contract” evaluation may or may not be included in the initial evaluation of proposals for possible short listing. However, if it is necessary to serve the best interests of **Pensacola State College** during the RFP process, and in order to properly evaluate the proposer’s financial capacity and/or ability to perform contract, the **College** reserves the right to request all proposers submit Dun & Bradstreet’s Duns Number (D-U-N-S #) after proposals are submitted. The College may request one or more D&B reports to assess the proposer’s financial capacity or may request other information (e.g., audited financial statements) after proposal submittal in order to properly assess financial capacity of proposer. However, if the firm isn’t currently registered at D&B, it shall be required to do so after submitting a proposal to Pensacola State College. If so, please contact D&B (1-800-234-3867) to fully register your company; information gathered from D&B Supplier Qualifier Report will become part of the company’s financial capacity assessment. **FAILURE TO PROVIDE D&B DUNS Number with proposal or within three (3) days of notification will result in proposal rejection.**
- 6.44 **ATTORNEY’S FEES.**
In the event the proposer breaches the contract between the proposer and the College or the specifications of this RFP, and the College is required to take legal action to resolve the breach, or to recover any monies which may be due hereunder, then, and in those events, the proposer shall pay all costs for such legal action or collection, including reasonable attorney’s fees, court costs, discovery costs and any other costs related to this action.
- 6.45 **REASONABLE ACCOMODATIONS:** Any person(s) requiring reasonable accommodations, in accordance with the provisions of the Americans with Disabilities Act, for attendance at the scheduled proposal opening, shall contact the Purchasing Office at least 72 hours in advance of the schedule proposal opening deadline, as indicated in this proposal (see Page 1).

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
.....
OR
Employer identification number
.....

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ATTACHMENT B

Current Locations

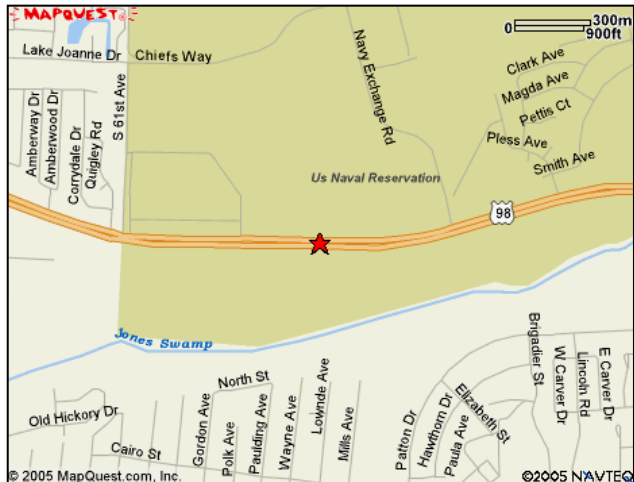
Pensacola State College-Pensacola Campus
1000 College Boulevard
Pensacola, FL 32504



Pensacola State College-Milton Campus
5988 Highway 90
Milton, FL 32570



Pensacola State College-Warrington Campus
5555 West Highway 98
Pensacola, FL 32507



New Campus Anticipated Opening in Jan 2012

South Santa Rosa Center
5075 Gulf Breeze Parkway
Gulf Breeze, FL 32563

ATTACHMENT 3

2010 Calendar year - merchant service fees												
MONTH	Bursar & Web	Cosmet	Cosmet	Culinary	M & D	TOTAL FEES	BURSAR	WEB	Total	#	#	
	M/C	P/C					\$ Sales	\$ Sales	\$ Sales	SALES	CREDITS	
JANUARY	\$ 27,487.35		\$ 27.12	\$ 73.55	\$ 42.72	\$ 27,630.74	\$ 539,541.97	\$ 1,392,311.13	\$1,931,853.10	5351	110	
FEBRUARY	1,477.45		51.62	78.80	96.40	1,704.27	68,249.45	44,030.00	112,279.45	1218	12	
MARCH	1,394.15		56.86	11.91	53.12	1,516.04	62,837.22	40,370.24	103,207.46	1203	13	
APRIL	4,266.49		62.71	11.80	17.03	4,358.03	156,422.89	164,080.84	320,503.73	1664	12	
MAY	15,020.51		26.69		65.58	15,112.78	313,069.12	752,536.78	1,065,605.90	3743	67	
JUNE	5,190.53		43.87		6.85	5,241.25	172,162.44	109,179.19	281,341.63	1463	34	
JULY	5,295.94		57.33		180.65	5,533.92	195,557.31	151,815.10	347,372.41	1776	12	
AUGUST	37,304.13		29.74		189.68	37,523.55	783,824.64	1,942,385.00	2,726,209.64	6609	118	
SEPTEMBER	2,033.96	0.10	37.82	66.45	20.80	2,159.13	65,888.99	56,048.27	121,937.26	1,111	36	
OCTOBER	3,846.76	4.80	60.85	61.31	57.20	4,030.92	143,290.83	56,129.86	199,420.69	1293	31	
NOVEMBER	3,312.08	5.46	50.09	12.13	207.61	3,587.37	141,579.73	98,958.41	240,538.14	1586	10	
DECEMBER	6,750.68	184.00	1,648.98	236.00	806.00	9,625.66	119,498.57	361,045.29	480,543.86	1559	4	
YTD TOTALS	\$113,380.03	\$ 194.36	\$ 2,153.68	\$551.95	\$ 1,743.64	\$ 118,023.66	\$ 2,761,923.16	\$ 5,168,890.11	\$7,930,813.27	28,576	459	