



DAYTONA STATE COLLEGE

Request for Qualifications

College ERP System Consulting Services

RFQ #13-008

Date Issued: May 6, 2013

RFQ Document and updates on the College Web Site Link:

<http://www.daytonastate.edu/bussvcs/proposals.html>

Daytona State College is seeking submittals from qualified firms to provide Enterprise Resource Planning System (ERP) Consulting Services for Daytona State College. Details and requirements as needed by the College are provided herein.

Notice is hereby given that submittals will be received in the Purchasing Office, Building 1100, Room 122, 1100 Willis Avenue Daytona Beach, FL 32114 until **2:00 p.m., May 30, 2013** at which time will be opened in Building 1100, Room 123.

DIRECT INQUIRIES TO:

Mark Lovell, PMP®, CPPO
Associate Director of Purchasing

Email:

LovellM@DaytonaState.edu

Telephone Number:

(386) 506-3064

Fax Number:

(386) 506-4289

Mail To:

Daytona State College
Attn: Associate Director of Purchasing
PO Box 2811
Daytona Beach, Florida 32120-2811

Delivery to:

Building 1100, Room 122
1100 Willis Avenue
Daytona Beach, FL 32114

Upon receipt of this proposal document, any and all communications regarding this proposal must be made only with the Purchasing Office as noted above. Any violation of this condition could result in proposal disqualification.

This is a Sealed Proposal – Faxed or e-mailed replies will not be accepted.

Daytona State College operates in accordance with the State of Florida Sunshine Laws.

I. BACKGROUND

Daytona State College was authorized by the 1957 Florida Legislature and became the state's first comprehensive community college. Today, the College has evolved from a small campus into an academically supervised multi-campus institution providing educational and cultural programs. Daytona State College has fostered a tradition of excellence in academics and service to a growing community. Daytona State College now serves more than 35,000 students annually.

Daytona State provides quality, affordable job training, personal enrichment, and academic programs to educate and to empower individuals and promote economic development. As a comprehensive public college committed to open access, student learning and success, Daytona State College provides personalized attention to students, embraces diversity, and uses innovation to enhance teaching and learning.

OVERVIEW

Daytona State College consists of:

- 7 Sites
- 80 Buildings
- Over 1.5 million square feet of building space.

This contract will be for consulting services for the College's proposed ERP system. The selected consultant / consulting firm will be actively involved in most aspects of the Invitation to Negotiate (ITN) that will lead to a contract for the ERP system.

The consulting contract will be for a term of one (1) year, with mutually optional renewal periods not to exceed two (2), one (1)-year periods.

The selected consulting firm will work under the direction of the Information Technology Department.

II. GENERAL CONDITIONS

1. INSTRUCTIONS TO PROPOSERS: To insure consideration of your proposal, please follow these instructions. Proposals not in compliance with conditions specified herein are subject to rejection.

2. SEALED SUBMITTALS: ONE SUBMITTAL MARKED ORIGINAL AND TWO (2) COPIES (unless otherwise specified) must be received in the Purchasing Department by the date and time specified. The Proposal Reply Sheet (Section 5), Warranty Terms, Attachment "A", Attachment "B", Attachment "C". Vendor Application and any signed addenda issued shall be included. Submittals must be sealed and clearly labeled with the following information:

- a. Name and address of PROPOSER
- b. Proposal number
- c. Date and time of Proposal Opening

3. PREPARATION OF SUBMITTAL: All information shall be entered in ink, typewritten, or produced by computer. It is your responsibility to make certain that unit prices and extended prices are

correct. The College will not be responsible for errors or omissions made by the PROPOSER in determining proposal price(s). The proposal must contain a manual signature of an authorized representative of the agency proposing. In order to insure uniformity, proposals must be submitted on this Proposal Form or copies thereof.

4. NO PROPOSAL: If unable to submit a proposal, please sign and return Proposal Reply Sheet (Section 5.0164) by return mail or fax advising the reason for not submitting a proposal. To ensure inclusion in future proposals, a PROPOSER **should** submit a “NO PROPOSAL” to be received by the Purchasing Department no later than the stated proposal opening date and time.

5. OBLIGATION OF PROPOSER: By submitting a proposal, the PROPOSER covenants and agrees that they have satisfied themselves from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

6. QUESTIONS REGARDING RFQ: Daytona State College has made every effort to provide prospective vendors with the information needed to appropriately respond to this RFQ. Daytona State College realizes that some clarification, interpretation, or additional information may be required.

Questions regarding any portion of this RFQ shall be directed, in writing, to:

Daytona State College
Attn: Mark Lovell
Associate Director of Purchasing
PO Box 2811
Daytona Beach, FL 32120-2811

Questions may also be submitted by e-mail (lovellm@daytonastate.edu) or faxed to the attention of Mark Lovell at (386) 506-4289.

All such requests must be received no later than 5:00 p.m., Eastern Daylight Time, May 16, 2013. Requests for more information and responses will be included in addenda, and will be made available to all PROPOSERS. Additional information received after the May 16, 2013 deadline will not receive a response. Responses will not be made orally.

Any additional information pertaining to this RFQ or to the services being sought hereunder obtained in a manner other than as described in the preceding paragraph should be regarded as unofficial. Daytona State College will not be bound in any way by information so obtained, or by a PROPOSER’s reliance thereon.

7. COST DISCUSSIONS: The PROPOSER must not discuss cost information, except for clarification requested by the College Associate Director of Purchasing, prior to the posting of proposal results, with any employee, board member or authorized representative of the College. Violation of this restriction will result in **REJECTION** of the said Proposal.

8. ADDENDA: All addenda issued during the time of proposing shall become part of the Proposing Documents, and receipt thereof must be acknowledged in writing with the submittal. The College accepts no responsibility for inaccurate proposals due to missed information contained in any addendum. Each PROPOSER should ensure that they have received all addenda to the RFQ before submitting their

proposals. Please access the college web site at <http://www.daytonastate.edu/bussvcs/proposals.html> for any addenda.

9. LATE SUBMITTALS: Submittals will be publicly opened, read aloud and recorded, on the date and time indicated, at the location specified in the proposal request. It is the PROPOSER's responsibility to make certain that his/her proposal is in the hands of the Purchasing Office prior to the opening time at the specified location. Daytona State College accepts no responsibility for late or misdirected mail deliveries. Late proposals will not be considered.

10. CONSIDERATION OF PROPOSALS: The College reserves the right to award the contract to the PROPOSER(s) that the College deems to offer the best overall proposal. The College is therefore not bound to accept a proposal on the basis of lowest price. In addition, the College at its sole discretion, reserves the right to cancel this RFQ, to reject any and all proposals, to waive any and all informalities and/or irregularities, to re-advertise with either the identical or revised specifications, or not award a contract at all if it is deemed to be in the best interest of the College to do so. The College also reserves the right to make multiple or split awards if it is deemed to be in the College's best interest. The College shall not be responsible for any cost or expense incurred by the PROPOSER in preparing or submitting a proposal or any cost prior to the execution of a contract agreement.

11. OTHER CONSIDERATIONS: Quantities involved, time of delivery, purpose for which required, competency in determining responsibility.

12. QUALIFYING PROPOSERS: Daytona State College reserves the right to require a PROPOSER to submit such evidence of qualifications as it may deem necessary and may consider any evidence available concerning the financial and other qualifications of the PROPOSER.

13. DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide 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 proposals on leases of real property to a public entity, may not award or perform work as a contract supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

14. ADA: The vendor awarded this proposal shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.

15. PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for 90 days following opening of proposals, to allow for formal action by the College Board of Trustees. The PROPOSER agrees that during such time his proposal will remain firm and irrevocable. At the end of the 90 days, the proposal may be withdrawn at the written request of the PROPOSER. If the proposal is not withdrawn at that time, it remains in effect until a contract is awarded or the solicitation is canceled.

16. EVALUATION PROCESS: The College will evaluate all proposals received and determine how effectively it satisfies the RFQ.

17. PROPOSAL AWARD/TERMS OF THE CONTRACT: A written contract and/or purchase order detailing agreed terms will be rendered between the College and the agency achieving a successful proposal. Terms of the contract will include any and all items as specified in the proposal, plus mutually

agreed terms and conditions. The content of this RFQ and all provisions of the successful proposal response deemed pertinent by Daytona State College may be incorporated into a contract and become legally binding.

Any award made under this RFQ is contingent upon appropriations legislated by the State of Florida.

18. CLARIFICATION: The College reserves the right to request clarification of information submitted and to request additional information of PROPOSERS, if required.

19. CONFLICT OF INTEREST: The award hereunder is subject to the laws of the State of Florida. All PROPOSERS must disclose, with their proposal, the name of any officer, director, or agent who is also an employee of the College. Further, all PROPOSERS must disclose the name of any state employee who owns, directly or indirectly, an interest of five percent (5%) or more in the PROPOSER's firm or any of its branches.

20. TERMINATION: An agreement/contract resulting from this proposal may be terminated by either party without cause at any time by one party giving the other party sixty (60) days prior notice. Notice shall be provided via USPS Certified, Return Receipt mail.

21. LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern all claims and disputes which may arise between person(s) submitting a proposal response hereto and the College. Lack of knowledge by any PROPOSER shall not constitute a cognizable defense against the legal effect thereof. PROPOSERS have certain rights under Chapter 120, Florida Statutes. Failure to follow proper procedures for a timely protest shall constitute a waiver of all further proceedings under Florida Statute 120.53(5).

22. PAYMENT TERMS: Net 30 Days of Prompt Payment Discount of ___%, ___ Days offered by PROPOSER.

Note: The College will take Any Prompt Payment Discount offered by the PROPOSER if payment is made within the time period. However, only terms allowing 30 days payment will be considered in evaluating proposals.

23. TAXES: Sales to Daytona State College are exempt from state sales tax. State sales tax certificate of exemption will be issued upon request.

FLORIDA SALES TAX EXEMPTION NO: 85-8016077493C-2

24. COOPERATIVE PURCHASE AGREEMENT: With the consent of the Successful PROPOSER(s), purchases may be made under this proposal by other community colleges, state universities, district school boards, and other state agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation as provided in the State Board of Education Rule 6A-14.0734 (2) (c). If the period of time is not defined within this solicitation, the prices, terms and conditions shall be firm for 120 days from date of award.

25. INSURANCE: The Contractor/Vendor shall purchase all necessary Workers Compensation Insurance, General Liability Insurance, Automobile Liability Insurance, and where applicable, Products Liability Insurance with the College being included as an **additional named insured** on the liability insurance policies. Certificates of Insurance on all such insurance coverage carried by the

Contractor/Vendor shall be furnished to the College. Minimum limits for insurance to be provided shall be as follows:

a. Public Liability and Property Damage Insurance: The Contractor shall purchase and shall require each of the sub-contractors to secure and maintain during the life of the sub-contract, insurance of the type specified herein or insure the activities of his/her subcontractors in his/her policy as specified.

Commercial General Liability – This policy must be on an occurrence basis, claims made forms are not acceptable.

\$1,000,000 Each Occurrence
\$ 100,000 Fire Damage (Any One Fire)
\$ 5,000 Medical Payments (Any One Person)
\$1,000,000 Personal & ADV Injury
\$2,000,000 General Aggregate
\$2,000,000 Products-Comp/OP Aggregate

Comprehensive Automobile Liability Insurance (including hired and non-owned vehicles, if any) in limits of One Million Dollars (\$1,000,000) Combined Single Limit each accident.

Excess Liability or Umbrella - \$1,000,000

b. Worker Compensation Insurance: The Contractor/Vendor shall maintain during the life of this agreement, Workers Compensation Insurance for all employees connected with the work of this project. If any work is being sublet, the Contractor/Vendor shall require the subcontractor to provide Workers Compensation Insurance for all subcontractor employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Workers Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workers Compensation Statute, the contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the purchaser, for protection of his employees not otherwise protected.

Workers' Compensation Insurance in compliance with statutory limits, (F.S. 440):

Employer's Liability

- Five Hundred Thousand (\$500,000) each accident,
- Five Hundred Thousand (\$500,000) Disease, each employee,
- Five Hundred Thousand (\$500,000) Disease, policy limit.

Waiver of Subrogation Endorsement – Include “Waiver of Subrogation applies.”

Certificates evidencing that all of the above insurance coverage and limits are in force will be furnished to the College before any services are performed, at all renewal times, and will require written notification to the College at least thirty (30) days prior to any cancellation, termination, non-renewal, or modification. The words “endeavor to” and failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative” should be omitted or lined out on the Certificate.

All insurance will be with insurers authorized to do business in Florida.

*All policies should be Occurrence Form only.

*The policy number will be provided on all certificates.

26. INDEMNIFICATION: Proposers agree to indemnify and hold harmless the College, its officers, and employees from any claim, damage, liability, injury, expense or loss, including defense costs and attorney's fees, arising out of PROPOSER performance under this Agreement. Accordingly, the College shall notify PROPOSER promptly in writing of any claim or action taken against the College in connection with this agreement. On such notification, the PROPOSER shall promptly take over and defend any claims or actions.

The College shall have the right and option to be represented in any such claim or action at its own expense.

27. QUALIFICATIONS OF PROPOSERS: Daytona State College reserves the right to require a proposer to submit such evidence of qualifications as it may deem necessary and may consider any evidence available concerning the financial and other qualifications and abilities of a proposer.

PROPOSAL'S CHECKLIST

THIS CHECKLIST IS FOR THE CONVENIENCE OF THE COMPANY SUBMITTING A PROPOSAL AND MAY BE USED TO ENSURE THAT SECTIONS OF THE RFQ/PROPOSAL ARE PROPERLY COMPLETED AND RETURNED. A COPY OF THIS SHEET WILL BE RETAINED IN DAYTONA STATE COLLEGE FILES AS A RECORD OF YOUR RESPONSE TO THIS RFQ.

REQUEST FOR QUALIFICATIONS (RFQ)

1. Company name, mailing address, telephone, FAX number and Federal ID#, blocks are all correctly entered on the Reply Sheet? ____
2. If not submitting a RFQ, have you noted "No RFQ" on page #18? Have you stated your reason(s) for not submitting a proposal? ____
3. Is your total proposal submission less than the defined total maximum page count? ____
4. Is your RFQ proposal signed by an authorized officer of the company submitting this RFQ/proposal? ____
5. Have you included Attachments A, B & C with your response?
6. Have you completed the Vendor Application?

PROPOSALS RETURNED UNSIGNED ARE CONSIDERED NON-RESPONSIVE AND ARE NOT ELIGIBLE FOR AWARD! PLEASE ENSURE THAT YOUR RFQ/PROPOSAL (PAGE 18) IS SIGNED BY AN AUTHORIZED OFFICER FOR YOUR COMPANY.

All proposers are alerted to pay special attention to all sections contained in this Request for Qualifications which state they shall be completed and submitted as part of the response to the solicitation in order for your proposal to be considered responsive.

Please review and submit your formal RFQs, proposals by the date and time shown on page #1 cover of this RFQ document to:

SEALED RFQ #13-008
Mark Lovell
Associate Director, Purchasing
Daytona State College
PO Box 2811
Daytona Beach, FL 32120-2811

Please **boldly** indicate **the RFQ number** on the outside of your sealed proposal envelope to assist the Purchasing department in identifying your RFQ.

The College reserves the right to reject any portion or all proposals, to re-solicit RFQs or not, and to waive informalities as deemed in the best interest of the College.

Having carefully examined the terms, general conditions, general specifications of this solicitation and special conditions and by signing and submitting your formal proposal thereto including the following commitment and agreement:

PUBLIC ENTITY CRIMES STATEMENT (Attachment A): The Proposer by signing and submitting a proposal attests you have not been convicted of a public entity crime as defined by Chapter 287.133(1), Florida Statutes.

ANTI-COLLUSION STATEMENT (Attachment B): The Proposer by signing and submitting a proposal has not divulged to, discussed or compared his/her proposal with any other Proposer(s) and has not colluded with any other Proposer(s) or parties to a proposal whatsoever.

PREFERENCE TO FLORIDA BUSINESSES (Attachment C): For Personal Property, the College will consider the Proposer's principal place of business in its award decision in accordance with Chapter 287.084, Florida Statutes.

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1.00 Overview

1.01 Daytona State College has a requirement for which your company may be qualified to submit a proposal in response to this RFQ #13-008.

1.02 This RFQ solicits the submittal of proposals from qualified firms that can partner with the College to help identify and procure independent ERP consulting and related services.

1.03 **To be considered responsive**, proposers shall deliver before 2:00 p.m. EDT on May 28, 2013 one (1) original hard copy and provide two (2) USB Flash Drives or CD's with all documentation including the original proposal in a pdf format.

Note: Original binder must be marked **ORIGINAL** and must have original signatures. The flash drives or CD's may be placed inside the binder. Please label each with the College's name, solicitation number, and your company's name. (i.e. "Copy" Acme Proposal, RFQ #13-008 to Daytona State College)

It is the proposer's responsibility to guarantee the USB Flash Drives/CD's are 100% identical to your original hard copy proposal. In the event of a discrepancy, your original hard copy will prevail.

Proposal **shall not exceed 40 total pages** in length (with a two sided page [front and back] counting as 2 pages) to include not only all required Daytona State College forms and attachments but any documents that you include in your submittal to:

Mark Lovell
Associate Director – Purchasing
Daytona State College
PO Box 2811
Daytona Beach, FL 32120-2811

Note: Forty (40) page (with a two sided page [front and back] counting as two pages) counting as total maximum submission limit includes all of the College's forms and any or all attachments.

1.04 Your proposal must be signed by an authorized employee/officer with the authority to bind a contract.

1.05 **Public proposal opening**; Daytona State College will conduct a Public proposal opening at 2:00 pm EDT on May 28, 2013 at the location indicated on the Timeline/Calendar of Events. Pursuant to HB 7223 /FS 119.071, **the College will not be reading aloud the individual qualifications at the Public Opening and will only open the individual qualification proposals and publicly announce who a qualification /proposal was received from.** The actual qualification proposals prices submitted will not be a public record until the date of posting (defined herein) or 30 days whichever occurs first as defined in Chapter 119.071, F.S.

1.06 Any proposal submitted shall have prices firm for at least 90 days from public opening to allow adequate time for college evaluation, college administration approval, contact negotiation, and execution.

1.07 Please direct any inquiries to the following College staff.

Contact Person:

Mark Lovell
Associate Director - Purchasing
386/506-3064
LovellM@DaytonaState.edu

As deemed in the College's best interest, the College reserves the right to:

1. Reject any or all proposals submitted.
2. To re-solicit proposals or not.
3. To award any portion(s) of this RFQ.
4. To waive informalities.
5. To issue to all responsive proposers request for information (RFI's).
6. To negotiate with finalists and solicit best and final offers.

2.00 Existing Conditions

2.10 Daytona State College located in Central Florida has approximately 1,000 full-time employees, seven (7) campuses and event locations, and provides instruction to over 35,000 students each year.

2.20 It is the College's intent to engage an independent ERP systems consultant under a resulting contract to assist the College in developing/issuing an Invitation to Negotiate (ITN), evaluating ITN responses, negotiating the contract for an ERP system, and other related services.

2.21 Current Daytona State College ERP System

The Daytona State College ERP system (Jenzabar CX) was implemented in 1996. It is currently running on HP-UX 11i v3 and utilizes INFORMIX 11.5 as its DBMS. The ERP serves as the base for Daytona State College functions but is not all-inclusive. The currently used modules of the ERP include:

- Admissions
- Financial Aid
- Accounts Receivable / Cashiering
- Student Records
- Requisitions / Purchasing / Receiving / Accounts Payable
- General Ledger Accounting
- Portal Framework (JICS) for "MyDaytonaState"

Daytona State College IT personnel have created many applications over the years to bridge the gap between the ERP and what has been perceived as lacking but necessary to do business. Some of the applications are small utilities designed for very specific tasks while others are quite expansive. A sample of those applications follow:

On the web through "MyDaytonaState":

- Student self-registration (contains many Daytona State College special verifications/checks)
- Faculty grade entry (includes linked sections functionality)
- Faculty attendance entry (includes linked sections functionality)
- Integration with Live@Edu for students, faculty, and staff (single sign-on after portal authentication)
- Apply for Graduation
- Book Vouchers
- Search for Section Availability
- Integration with third-party E-cashier payment plan
- Field Work Tracking (for the Education Dept.)
- Evaluation of Instruction by students
- New Student Orientation (required prior to registration clearance)
- BIT Reporting (Behavioral Intervention Team)

Client-server via "Kaleidoscope":

- Student registration by staff (contains many Daytona State College special checks/restrictions)
- Ed Plan (a one-stop of student information for staff)
- Leave (entry and tracking of employee leave time)
- Catalog Maintenance
- Program Guide Entry and Maintenance (for dynamic program guides on main website)
- Faculty Load Reports (dependent on Catalog Maintenance)

- Generate LCPs (Literacy Completion Points for Adult Education students - affects funding)
- Adult Ed Attendance Updater
- Adult Ed Consecutive Absences Daemon
- Adult Ed ORE0200 Mass Registration (for AE orientation class)
- Academic Standards of Progress
- FRS Reporting (Florida Retirement System)
- Payroll Deduction Reporting (403b, etc.)
- Other State Reporting (SDB, PDB, FDB, ADB)
- CLAST Exemptions creation
- BIT Review
- Budget Entry (by cost center Managers)
- Labreg (computer lab monitoring/tracking of pc usage)
- Cosmetology Skills Center Sign In
- Document Imaging
- Financial Aid (nearly all processing has been customized)
- ProCheck file transfer
- Fixed Assets (entry and maintenance)
- Human Resources (interface with specific Humanic modules)
- ASC monitoring applications (Academic Support Center)
- Library borrower data upload
- Student Accounts (utility applications for specific tasks)
- PO/Requisition tracking
- Records dept. applications (utility applications for specific tasks)
- Cost Appeals
- Audit student classifications
- Wellness Center applications – verification and tracking
- Higher One (handles deposit of refunds into student’s HigherOne account)

Other Client-server applications:

- FASTER (request, receive, and send official transcripts electronically to/from other Florida schools)
- FACTS (unofficial transcripts and degree shopping for students within Florida college and university system)
- D2L Upload (handles processing of students from SIS into LMS)
- Live@Edu account provisioning
- Email Daemon for Daytona State College specific applications (i.e. URS, College Catalog, etc)

3rd Party applications integration:

- Humanic – HR/Payroll
- RazorsEdge – Used by Foundation and WDSC for donations
- GradesFirst – Used in Athletics and Student Services
- Xitrac – Used for SACS accreditation support
- SPOL – Strategic Planning OnLine
- ProCheck – Used by A/P for writing checks
- Vuetura-Receiving/Tracking System

3.00 Problem Statement:

To identify the most qualified independent ERP consultant who can assist the College to

- Research and help determine potential ERP options (updated Jenzabar or ITN development for a new system)
- Develop/evaluate ITN process for a new College ERP system if recommended.

The consultant shall review current applications, determine future needs, identify systems/process changes and opportunities for cost effective system improvements, potentially assist the College in developing a comprehensive search for a new ERP system, help evaluate all proposals for qualification to include analyzing responses, interviewing finalist, and negotiating contracts.

If a decision is made to pursue an ITN, it is the goal of Daytona State College that the Independent ERP consultant will assist the College in the timely development of an RFP/ITN during calendar year 2014, allowing submittal of proposals shortly thereafter. It is also the goal of the College to work with the Independent ERP consultant to schedule finalist interviews/demonstrations/negotiations in early 2014 as to be able to submit to the Daytona State College District Board of Trustees before their May, 2014 meeting a recommendation to authorize College administration to negotiate and enter into a satisfactory contract.

3.10 RFQ Objectives

It is the College's objective to solicit the submittal of qualification proposals from the most qualified independent ERP consultant where the awarded consultant would be required to provide the College's consulting services including, but not limited to:

- A. Assess future ERP needs of the College
- B. Review of the College's current ERP system and related third party/in-house applications used to do business.
- C. Review all current ERP systems offerings and opportunities that are appropriate to the size and needs of the College
- D. Assess all available ERP solutions and their ability to fit the College's needs.
- E. Meet with the College's ERP committee to provide an overview of their observations of A- D above and recommendations for future plan design for the implementation.
- F. Incorporate input /direction from the College ERP Committee into developing a draft ITN for a new ERP system
- G. Assist the College in a comparative detailed analysis of all proposals submitted.
- H. Meet with the College as a resource for a scheduled ITN pre-proposal meeting, public evaluation meeting(s), finalist interviews and or negotiation meetings as scheduled by the College.
- I. Identify system/process changes to help streamline and become more cost effective
- J. Propose a solution that incorporates the College's data managers input into the process.

It is the College's intention that the resultant independent ERP consultant contract, if approved by the College administration, would be for the initial contract period of September 1, 2013 through August 31, 2014 with up to two (2) one-year optional renewals. Renewal of each term is subject to satisfactory performance, continued need, mutually agreeable terms and conditions and College administration approval of extension. Any resultant contract would include for both parties a 60-day termination provision without cause.

4.00 Proposal Guidelines/Scope of Services

4.10 PROPOSERS ARE HIGHLY ENCOURAGED TO FOLLOW THE RFQ NUMERICAL SEQUENTIAL FORMAT OF THIS RFQ #13-008.

4.20 RFQ Inquires:

In order to maintain a fair and impartial competitive process, the College shall avoid any oral communication with prospective proposers other than through the purchasing office during the proposal preparation and evaluation period. However, all proposers will be provided a copy of all written questions (submitted prior to 5:00 p.m. May 16, 2013) of the College's responses, unless the written inquiry pertained to an administrative or procedural matter. Send all inquiries to the attention of:

Mark Lovell
Associate Director - Purchasing
Daytona State College
PO Box 2811
Daytona Beach, FL 32120-2811
FAX: 386/506-4289
or via email: LovellM@DaytonaState.edu

All written questions are due no later than 5:00 p.m. Thursday, May 16, 2013.

ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.

4.21 The proposer/awarded consultant shall be prepared to begin full-scale operations on September 1, 2013.

4.22 Daytona State College would provide to the awarded consultant access to College contracts, and schedule meetings with appropriate College staff as requested and needed.

4.23 Awarded independent contractor will provide all labor and materials to complete the scope of work defined herein. Final negotiated consulting contract is intended to be "inclusive" of any/all labor, benefits, travel, and lodging and per diem costs. As such based upon past historical contract experience please include with your qualification a "range" of consulting fee lump sum estimates/cost you would project this type consulting agreement (as define herein) would cost the College.

4.24 Please describe in your RFQ #13-008 submittal, how your firm would propose meeting the scope of services of this RFQ, including defining in your proposal a proposed schedule of milestones and tasks to be scheduled and accomplished.

4.25 This is a request for qualifications from qualified independent consultants to provide the services described herein. Interested parties are encouraged to propose the methodology, work schedule, higher educational standard fee structure or additional services they feel will best meet the needs of the College, however, the College reserves the right to select all or any portion of the proposed services.

4.26 RFQ #13-008 proposals will be accepted **only from independent consultants who must not be affiliated with any ERP provider as a sales agent or broker**, or in any way profit from the sale of and implementation of any specific ERP systems. Proposers must make a statement in their proposal regarding their independence and may be automatically disqualified if it is subsequently learned that the consultant proposer is not independent.

4.27 Proposers shall describe the range of their available services, with emphasis on evaluating various ERP systems and matching them to their clients' specific needs. Description of available services shall also include the

proposer's type and years of consulting experience in ERP evaluation, preparation of specifications and RFPs, contract negotiations, purchase recommendations and feasibility studies.

- 4.28 **To be responsive**, all proposers will provide the professional credentials of the specific consultant(s) who will be assigned to perform the requested services for Daytona State College, to include degrees, professional credential designations, and years of experience in independent ERP consulting and number of years with your firm.
- 4.29 **To be responsive**, at least three (3) references; client's names, contact person name and email address, and phone number including a description of work performed for each, shall accompany all RFQ submittals.
- 4.30 The awarded consultant will meet with, review and discuss the current ERP system with appropriate College staff as a step in the preparation for an ERP ITN solicitation.
- 4.31 Daytona State College will use its best efforts to make available to the awarded consultant both staff to meet and any information or data required for the performance of the consultant's services.
- 4.32 Selection of consultant will be based on criteria defined in Section #5.00 and #6.00 and in part on:
- Responsiveness of the written qualification proposal to the purpose and scope of the desired services.
 - Professional qualifications and demonstrated experience/reputation of the specific individuals to perform the desired services.
 - Experience with public entities, with preference given to those with experience in Florida government, public, state, or community colleges, universities and/or other educational institutions.
 - Timeliness for completion of defined work.
- 4.33 The selected awarded consultant shall provide a certificate of insurance and agree to maintain in force professional liability insurance with limits of not less than those defined in Paragraph 25 on page 5/6 at all times during which professional services are performed for Daytona State College.
- 4.34 Acknowledgment of receipt of all addenda must accompany qualification Proposals.
- 4.35 Due care and diligence have been exercised in the preparation of these specifications, and all information contained herein is believed to be substantially correct. However, the responsibility for determining and verifying all information herein shall rest solely with those making proposals. Daytona State College and its representatives shall not be responsible for any error or omission in these specifications, nor for the failure on the part of the proposers to determine the full extent of these exposures.
- 4.36 The College advises proposers that their documents will become a public record thirty (30) days after submittal or the date of posting, whichever occurs first.

5.00 Proposal/Interrogatories/Evaluation Criteria

To be responsive proposers shall complete this entire Section #5.00. **The College ERP committee will evaluate responsive written proposals submitted.** Please assure your proposal follows the RFQ# 13-008 numerical order format. Additional documentation may be required to fully comply with this RFQ and positioned at the end of the RFQ

PHASE I

5.01 **Company's Past Experience and Unique Qualifications:**

The committee evaluation will include references to your company's past experience and unique qualifications in providing independent ERP consulting services. The committee will assign up to 10 points to proposers based on the degree of their unique qualifications and "related" past experience. (0 –10 points)

5.011 Company Name: _____

5.012 Primary contact person: Name _____
Phone No. (____) _____
Fax No. (____) _____
E-mail. _____

5.013 Location of most local:

Sales Office: _____
Consulting Office: _____

5.014 Year proposers business started? _____

5.015 Year proposer began providing independent ERP consulting services? _____

5.016 Year proposer began providing independent ERP consulting services to public sector entities? _____

5.0161 Is independent ERP consulting operations your primary business? Yes__ No__.

5.0162 What percentage of your business is the result of independent ERP consulting?
_____ %.

5.0163 What are your company's national annual gross sales in ERP consulting?
\$ _____.

5.0164 No Bid _____ Reason for No Bid _____

I certify that I am a representative of this company and authorized to submit this bid:

Authorized Signature

Date

Printed Name

Phone

5.017 To be responsive, proposers shall list below 3-5 related references providing similar independent ERP consulting services as defined in this RFQ: (Preference will be given to references that are for higher education or public sector clients you have managed at least three (3) years).

Client	Contact Name	Phone #/Email Address	# Years of Contractual Relationship	\$ Value

5.018 At what locations do you currently provide similar services?

5.0181 Describe below a brief overview of your company’s unique qualifications.

5.0182 Describe below your company’s experience in providing independent ERP consulting services for governmental clients for three + years.

5.0183 How many independent ERP consultant employees does your company have in Central Florida?
 _____ In Florida? _____ In the USA? _____

5.02 Pursuant to Florida Statute 112.313(7)

“Personnel Responsibilities Outside Scope of Employment” - No employee (including part time employees, or adjunct employees) shall sell any product or service to the College except as may be specified in the employee's position responsibilities at the College.

As such does your company have any employee that owns > 5% of your company and is also a Daytona State College full time/ part time / adjunct employee of the College? Yes___ No ___ (If Yes, Define below the name of the employee and in detail their relationship with your company and the College):

5.04 **Scope of Services Proposed:**

The committee evaluation will include both the proposer’s overall scope of services and the extent of experience providing independent ERP consulting services. The committee will assign up to 15 points based on the breath of scope of services proposed meeting or exceeding the RFQ specifications, and the prior experience in providing independent ERP consulting services (0 –15 points)

5.041 In detail, how would your company propose the College transition into a contract with your company, if awarded a contract? (Include a proposed detailed “Project Plan” and timeline that includes major milestones, i.e. sign contract, review college ERP system/contract, staff involved, etc.) that sufficiently explains the methodology to achieve the objectives stated in section 3.10.

5.042 Does your qualifications proposal fully comply with all RFQ #13-008 requirements?
Yes ___ No ___ (If no, please describe):

5.043 Has your company timely delivered both a hard copy original proposal signed by an officer of your company **AND** also delivered the defined number of copies by USB flash drive/CD as specified in Section #1.03? Yes ___ No ___ If no, describe:

5.044 In addition to the requirements of this RFQ, the proposer agrees to the following terms and conditions:

- A. Agree to a 14-day notice of default whereby either party shall be provided 14 days written notice to resolve any breach of contract terms and if said breach is not cured after 14 calendar days said contract can be terminated within 7 calendar days thereof.
- B. Agree the resultant contract will include a hold harmless statement that the awarded contractor would defend and hold the District Board of Trustees harmless from any third party as the result of contractor’s, employees’, subcontractors’ or agents’ negligence.
- C. Agree to obtain the written approval of the College's marketing department before any advertisements are printed that contains the College’s logo.
- D. Agree that Daytona State College shall retain the right to request that the awarded contractor replace assigned consultant(s) based on unsatisfactory customer service.
- E. A requirement that performance of work/contract requirements shall be governed by the laws of the State of Florida.

Agreed #A-E? Yes ___ No ___ If no, define exception(s) below.

5.05 **Prior Experience in Helping Document, Develop, Issue, ERP RFP's/ITN's.**

The committee evaluation will include your prior experience in helping governmental and higher educational clients that are similar to the size and scope of Daytona State College to develop, issue, and evaluate ERP RFP's/ ITN's. The committee will assign up to 20 points based on the degree of prior experience. (0 – 20 points)

5.051 Define below your prior experience in helping higher educational and governmental clients document internal process/procedures and workflows.

5.052 Define below your prior experience in helping higher educational and governmental clients develop, issue, and evaluate ERP RFP's/ITN's.

5.053 List below the names of the last five ERP system provider recommendations you have helped your higher education or public sector clients document internal process/procedures and workflows.

<u>Client Name</u>	<u>ERP System Selected</u>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

5.054 Define below the names of the last five ERP system provider recommendations you have helped your education or public sector clients select and implement.

<u>Client Name</u>	<u>ERP System Selected</u>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

5.055 How recent is your company's experience in developing, and issuing ERP RFP's for higher education or public sector clients?

5.06

IT Experience

The committee evaluation will include your company's IT prior experience relative to ERP solicitations and solutions. The committee will assign up to 20 points based on degree of company's IT knowledge and prior experience. (0 – 20 points)

5.061 Explain below the difference between CLOUD and HOSTED (onsite and off-site) solutions.

5.062 List any specific experience/involvement with higher education Student Information Systems (SIS) solutions. (list solutions)

5.063 List below what type contract language and what type server qualifications a client should be concerned about when contracting with an ERP provider when they will host a client's data that includes personally identifiable data.

5.064 Explain below the benefits and detriments of both client-server and web based ERP solutions. (i.e. Accessibility, Security, etc)

5.065 Explain your opinion on customizing software to meet existing business processes vs. changing business processes to use the solution as designed.

PHASE II

5.07 Finalist References:

The evaluation committee will review written responsive proposals submitted, including evaluating the references you defined in Section 5.017. If your company is selected as a finalist, the committee would like an in-depth picture of your company's work that is directly related to consulting public sector entities (preferable Higher Education clients) on developing specifications and procurement strategies for ERP system implementations. Please provide a document with at least three references that meet these criteria, including complete and current contract information. This document should also indicate the approximate annual aggregate dollar volume of sales provided by your company to the specific client. The committee will assign up to 10 points for references that demonstrate a proven track record of exceptional qualifications in this specialization. (0 – 10 points)

5.08 Finalist Interview:

The evaluation committee shall schedule interviews with the finalists regarding their qualifications and proposed solutions. The committee will assign up to 50 points based on the finalist demonstration in the interview of their understanding of the College's requirements and commitment to meeting or exceeding the College's minimum or preferred specifications. The College reserves the right to issue all finalists a Best and Final Offer (BAFO) invitation, as deemed in the College's best interest. Interviews must include the consultant team that will be assigned to this project if awarded a contract. (0 – 50 points)

6.00 Evaluation Criteria/Basis of Award:

The College will organize an evaluation committee who will review responsive RFQ proposals submitted. The committee will meet and assign evaluation points for each criterion as defined herein. The committee will then total up each proposer's points to determine which proposer would be considered a finalist. The committee would then conduct reference checks of finalists and optionally schedule an interview with all finalists or not, as deemed in the College's best interest.

Ranking of proposers for this contract will be based on proposer scoring and consensus scoring methodology will be used to evaluate RFQ proposals.

It is the College's intent that College administration be authorized to negotiate a satisfactory contract with the top ranked proposer as deemed in the College's best interest. If a satisfactory contract cannot be negotiated, negotiations will be formally terminated. The College then would begin negotiations with the next ranked proposer until a satisfactory contract can be negotiated and entered into. The College reserves the right to conduct concurrent negotiations.

RFQ #13-008
Independent ERP Consulting Services
Evaluation Criteria Matrix

RFQ Section #	Maximum Evaluation Points	Criterion	Proposer	Proposer	Proposer	Proposer
		Phase I				
5.01	10.0	Company past experience and unique qualifications.				
5.03	25.0	Project staff qualifications and experience.				
5.04	15.0	Scope of services proposed				
5.05	20.0	Prior Experience in Helping Document, Develop, Issue, and Evaluate ERP RFP's				
5.06	20.0	IT Experience				
	90.0	Subtotal of phase I				
		Phase II				
5.07	10.0	Finalist references				
5.08	50.0	Finalist (optional) interview				
	60.0	Sub total (Phase II)				
	150.0	Grand total				

7.00 RFQ TENTATIVE SCHEDULE

Distribution of the Request for Qualifications:	May 6, 2013
Deadline for final questions:	May 16, 2013
Responses to questions (if any):	May 21, 2013
Response return deadline by 2:00 pm: Location: Bldg. 1100, Rm. 122 1100 Willis Avenue Daytona Beach, FL 32114	May 30, 2013
Response opening Location: Bldg. 1100, Rm. 123 1100 Willis Avenue Daytona Beach, FL 32114 Time: 2:00 pm EDT	May 30, 2013
Evaluation Committee meets: Bldg. 1100, Rm. 123 1100 Willis Avenue Daytona Beach, FL 32114 Time: 9:00 am EDT	June 6 through 12, 2013
Phone / in-person interviews: Bldg. 1100, Rm. 123 1100 Willis Avenue Daytona Beach, FL 32114 Time: TBD (NOTE: Identified consultants must be available for interviews)	June 11 or 12, 2013
Present to the Board	June 27, 2013
Notice of Intended Award	July 3, 2013 (or shortly thereafter)

**SWORN STATEMENT UNDER SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid Proposal or Contract for (Project) _____

2. This sworn statement is submitted by _____
[name of entity submitting sworn statement]

whose business address is: _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
(If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is _____ and my relationship to the entity named above is _____
_____ (title)

4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Section 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of

Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

_____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of Management Services.]

Date: _____

[Signature]

STATE OF: _____

COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ [name of individual signing] who after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, in the year _____.

My commission expires:

Notary Public

Print, Type, or Stamp of Notary Public

Personally known to me, or
Produced Identification:

Type of I.D.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

He/she is _____ of _____, Bidder that has submitted the attached Bid;

He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of Trustees of Daytona State College.

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed

Title

Subscribed and sworn to before me this ____ day of _____, 20 ____.

Title

My Commission Expires: _____

“Written Opinion Requirement re: Florida Preference- Personal Property & Printing”

Daytona State College is required in solicitations to comply with providing a preference to Florida Businesses in accord with Fla. Statue #287.084 (personal property) and for Printing (Fla. Statue #283.35).

To be Responsive, Printing and Personal Property Out of State Bidders/Proposers/ Firms

shall submit **with their bid /proposal/submittal** a fully completed Attachment C with a written opinion signed by an attorney at law licensed to practice law in the bidders/proposers foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

#1 **Name of firm** submitting a Bid/Proposal Reply:_____

#2 List the **State** which is the Principal Place of Business for the Bidders/Proposer:_____

#3 List the **Name of your Attorney at law** licensed to do business in that state:_____

#3A Phone # and email address of your attorney: (____)_____ email:_____

#4 **Signature** of your Attorney at law licensed to do business in that state:_____

#5 Attorney’s **Written Opinion:**

Define below if the bidders/proposers foreign State , has laws that provide preferences, if any or none, granted by the law of the foreign state as to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts:_____

#5A. What is the specific web URL where the bidders/proposers foreign state law is defined as to providing preference to in-state businesses? _____

#5B. The bidders’/proposers’ foreign state law provides what percentage preference to in-state businesses? _____%

#5C. The bidders’/proposers’ foreign state does not have any laws that provide a preference to in-state businesses? Yes___ No _____

Note: Printing and Personal Property Bidders/Proposers whose principal place of Business is out of the State other than Florida, Failure to submit a fully completed Attachment C will cause their Bid/Proposal to be considered non-responsive.

Listed below are copies of:

Florida Statute # 283.35 Preference given printing within the state.—

When awarding a contract to have materials printed, the agency, university, college, school district, or other political subdivision of this state awarding the contract shall grant a preference to the lowest responsible and responsive vendor having a principal place of business within this state. The preference shall be 5 percent if the lowest bid is submitted by a vendor whose principal place of business is located outside the state and if the printing can be performed in this state at a level of quality comparable to that obtainable from the vendor submitting the lowest bid located outside the state. As used in this section, the term “other political subdivision of this state” does not include counties or municipalities.

Florida Statute # 287.084 Preference to Florida businesses.—

(1)(a) When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency,

university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.

(b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available.

(c) As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.

(2) A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.



DAYTONA STATE COLLEGE

Vendor Application Packet

Purchasing Department
1200 W. International Speedway Blvd Daytona Beach, Florida 32114
Telephone: 386/506-3004 Fax: 386/506-4289
Florida Tax Exempt Number 85-8012557338C-9

Dear Vendor:

Please complete pages 2-5 so that we may contact you when the College has a need for your goods or services. It is important for you to provide the information shown below to receive a purchase order and to ensure prompt payment.

- **Complete and sign** the W-9 provided in this packet (page 2)
- **Complete and sign** the Vendor Application (page 3)
- Complete the Commodities Page (page 4)
- Complete the EFT Payment Information on page 5 (optional)

The remaining pages (pages 6-8) are for your information.

DELIVER TO:

FAX:

PHONE:

ATTENTION:

IN ORDER TO COMPLY WITH FLORIDA STATE LAW, IT IS NECESSARY THAT WE HAVE
ACCURATE AND COMPLETE VENDOR INFORMATION ON FILE.
8 PAGES (including cover)

Return ASAP by Fax to: 386/506-4289
Please mail originals to the above address

Revised 8/12

**Request for Taxpayer
Identification Number and Certification**

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

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

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 the "Name" line 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.

Social security number

			-			
--	--	--	---	--	--	--

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

Employer identification number

			-			
--	--	--	---	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- 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 ▶

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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 college's system uses the Employer Identification Number (EIN) or Social Security Number (SSN) in establishing vendor records to comply with IRS regulations to file 1099 forms. Agreements returned without a completed current version of the W-9 form will not be accepted.



DAYTONA STATE COLLEGE

Vendor Application

Purchasing Department

1200 W. International Speedway Blvd, Daytona Beach, Florida 32114

Telephone: 386/506-3004 Fax: 386/506-4289

Florida Tax Exempt Number 85-8012557338C-9

Date: _____

Company Name: _____

Person to Contact: _____ E-mail: _____

Telephone: _____ Fax: _____

Business Address: _____

Billing Address: _____

Number of years in business: With this name _____ With this address _____

Type of Business: (Check all that apply)

- Corporation
- Partnership
- Sole Proprietor
- Manufacturer's Agent
- Service
- Manufacturer
- Wholesaler

Minority Categories

- Woman Owned
- African American
- Hispanic
- Asian/Pacific Islander
- American Indian/Alaskan
- Service Disabled Veteran

Is Company Publicly Traded? Y N State Contract Vendor? Y N Contract Number _____

Company agrees to accept Purchase Orders: Y N Company accepts credit cards: Y N

If yes, company agrees to the terms and conditions included with the application and future purchase orders.

Is this company wholly/partly owned by a College Employee or Trustee, or a Relative of either?

(1) Daytona State College Employee Y N (2) Daytona State College Trustee Y N

If yes, please provide affiliates name(s) and percentage of ownership below.

Name: _____ %

List three (3) institutions with which you are currently doing business: (Preferably Colleges/Universities)

Company Name _____ Contact _____ Phone # _____

Company Name _____ Contact _____ Phone # _____

Company Name _____ Contact _____ Phone # _____

SIGN HERE: _____

PRINT NAME: _____

I certify that the above information is correct (this application must be signed)

Attach one copy of your condensed catalog, line card, price list, etc., and list the classes of equipment, supplies and/or services. Using the commodity code listing below, circle the classes you wish to bid. If not on the list, please **write in** your commodities.

- | | |
|----------------------------------------------|-------------------------------------------|
| Advertising, all types – 011 | Lighting Fixtures & Lamps 460 |
| Animals – 490 | Linens/Linen Services – 760 |
| Appliances, Household – 730 | Maintenance & Repair Services – 050 |
| Athletic & Recreation Equipment – 830 | Material Handling Equipment – 690 |
| Awards & Promo Items – 940 | Medical Equipment & Supplies – 470 |
| Audio & Visual Equip & Supplies – 660 | Moving & Storage – 033 |
| Business & Other Support Services – 030 | Musical Instruments – 810 |
| Chemicals & Chemical Products – 510 | Office Machines/Equipment – 210 |
| Childcare Services – 065 | Office Supplies – 220 |
| Cleaning Equipment & Supplies – 890 | Paper & Related Products – 230 |
| Communication Equip & Supplies – 630 | Photographic Equip & Supplies – 650 |
| Computer Accessories & Cables – 610 | Photographic Supplies & Materials – 651 |
| Computer Hardware – 600 | Plumbing Supplies & Materials – 300 |
| Computer Software – 620 | Printing Services – 090 |
| Construction & Building Materials – 380 | Professional Associations – 020 |
| Construction & Building Trade Services – 070 | Professional Services – 010 |
| Custodial Services – 061 | Publishing Company - 965 |
| Direct Mail Services – 031 | Pumps & Compressors – 280 |
| Educational Institutions – 041 | Refrigeration, HVAC & Heating – 080 |
| Educational Materials – 040 | Safety Equipment – 260 |
| Electronic Equipment – 110 | Scientific Equipment & Supplies – 480 |
| Electrical Wire & Power Dist. Equip. – 440 | Security Services – 270 |
| Food Prep & Serving Equipment – 750 | Subscriptions – 961 |
| Freight Forwarder/Custom Broker – 032 | Tools – 320 |
| Furniture Business & Home – 710 | Uniforms, Clothing, etc. – 850 |
| Gases – 520 | Vehicle Accessories & Parts – 140 |
| Government Agency – 021 | Vehicle Repair – 141 |
| Hotels, Motels, etc – 720 | Vehicles, Trailers, Cycles & Trucks – 120 |
| ID Cards, Decals & Signage – 910 | Other (Specify Below) – 960 |
| Keys & Locks – 950 | _____ |
| Landscaping Services & Supplies – 060 | _____ |

Dear Vendor,

Daytona State College now offers payments through the Automated Clearing House (ACH). The payments will be sent via EFT to your bank account, eliminating costs and security issues associated with handling, depositing and clearing checks.

When Daytona State College pays you via EFT, you will also receive an email or fax notification listing the invoices paid and the total dollars credited to your account. In order to set up your company for EFT payments, we need the following information:

1. **Deposit Account Number:** _____
2. **Bank Routing or ABA Number:** _____
3. **Company Name on Bank Account:** _____
4. **Company Contact Name:** _____
5. **Telephone Number:** _____
6. **Fax Number :** _____
7. **E-Mail for Payment Notification:** _____

I, _____ authorize Daytona State College to make EFT payments to our company using the information indicated above.

Print Name	Authorized Signature	Date
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Please complete this form and fax to Sue Watson, Accounts Payable at 386/506-3121 or email to [watsons@DaytonaState.edu](mailto:watson@DaytonaState.edu). This document will be kept on file for Daytona State College audit purposes.

If you have any questions please do not hesitate to contact Sue Watson at 386/506-3022.

Sincerely,

Sue T Watson
Accounts Payable Manager

PURCHASE ORDER TERMS and CONDITIONS

Daytona State College prohibits the inclusion of any additional or different terms by Seller in the Seller's acceptance or acknowledgement of this order. The inclusion of such terms by the Seller will be void, such terms will not be conditions or additional terms to this order, and Buyer's acceptance of Seller's goods shall not be deemed as acceptance of such terms. The terms or conditions from a relevant invitation to bid, proposal or quote are incorporated herein by this reference. Unless otherwise stated on the face of this order, the following terms and conditions shall apply.

Terms of Payment: Normal terms of payment shall be "Net 30 Days" from receipt of goods and vendor's invoice in duplicate. Alternative terms of payment may be considered when in the best interest of the college.

Invoicing: Itemized invoices in duplicate, each bearing the Purchase Order Number must be mailed no later than the day of shipment. If the College is responsible for transportation costs, a bill of lading or express receipt must be attached to your invoice. Show our purchase order number immediately following our name.

Discounts: On any discount, time will be computed from date of satisfactory delivery of goods, or from date correct invoice received, whichever is the later date.

Packing and Shipping: An itemized list of contents must be placed in each package bearing the Purchase Order Number. All expenses incurred by Seller's failure to furnish necessary shipping documents shall be charged to the Seller.

Law and Regulations: Seller shall comply with all applicable Federal, State and Local laws, statutes and ordinances including, but in no way limited to rules, regulations and standards of the Occupational Safety and Health Act of 1970 and the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these acts. Seller agrees, in connection with performance of this order, not to discriminate against any employee or applicant because of race, sex, religion, color, age, national origin, disability, or marital status.

Patents: Seller agrees to indemnify and hold harmless the buyer, its officers, employees, agents or representatives using the goods specified herein from any loss, damage or injury arising out of claim or suit at law or equity for actual or alleged infringement of letters patent, by reason of the buying, selling or using the goods supplied under this order, and will assume the defense of any and all suits and will pay all costs and expenses incidental thereto.

Conflict of Interest: The purchase hereunder is subject to the provisions of Chapter 112 Florida Statutes. All sellers must disclose the name of any director or agent who is an employee of the college.

Insurance and Indemnification: Seller agrees to indemnify and hold harmless the Buyer, its officer's agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Seller, its agents, employees or representatives, or arising from any Seller-furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the Buyer. Seller shall carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the Buyer. Seller shall, at the request of the Buyer, supply certificates evidencing such coverage.

Risk of Loss: Seller assumes the following risks: (a) all risks of loss or damage to all goods, work in process, materials and other things until the delivery thereof as herein provided; (b) all risks of loss or damage to third persons and their property until the delivery of all the goods as herein provided; (c) all risks of loss or damage to any property received by Seller from or held by Seller or its supplier for the account of Buyer, until such property has been delivered to Buyer; (d) all risks of loss or damage to the goods or any part thereof rejected by Buyer, from the time of shipment thereof to Seller until redelivery thereof to Buyer.

Inspections and Testing: Buyer shall have the right to expedite, inspect and test any of the goods or work covered by this purchase order prior to shipment. All goods are also subject to Buyer's inspection and approval upon arrival. If rejected, pickup/return of the goods will be at the Seller's expense. Such inspection, or the waiver thereof, however, shall not relieve the Seller from full responsibility for furnishing goods and work conforming to the requirements of the order, not prejudice any claim, right or privilege the Buyer may have because of the use of defective or unsatisfactory goods or work.

Termination for Default: Buyer may terminate all or any part of this purchase order by giving notice of default to Seller, if Seller (a) refuses or fails to deliver the goods within the time specified; (b) fails to comply with any of the provisions of this order or so fails to make progress as to endanger performances hereunder, or; (c) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or the relief of debtors. In the event of termination for default, Buyer's liability shall be limited to the payment for goods delivered and accepted by the Buyer under this order.

Stop Work Order: Buyer may, at any time, by written notice to the Seller, stop all or any part of the work. Upon receipt of such notice, the Seller shall take all reasonable steps to minimize the incurrence of costs during the period of work stoppage. Buyer may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the order.

Assignment and Subcontracting: Seller shall not assign or subcontract any portion of this purchase order without the prior written approval of the Buyer.

Contractors are encouraged to utilize the E-Verify system to verify the employment eligibility of their employees and subcontractors.

Warranty: By accepting this order, the Seller warrants that the goods furnished hereunder shall be free from latent and patent defects and in full conformity with the specifications, drawings and/or samples. The Seller also warrants that the goods are fit for the Buyer's purpose if indicated hereon or in any documents attached or made a part hereof by reference or if known to the Seller. These warranties shall survive acceptance of and payment for goods received. Failure of the Buyer to reject said goods shall not constitute a waiver of any of these warranties. The Seller, further shall hold harmless, the Buyer, its customers and any users, from any loss, damage and expense whatsoever, including attorney's fees and court costs which may be suffered by breach of any of these warranties.

Delivery:

IF DELIVERY TO DESTINATION CANNOT BE MADE ON OR BEFORE THE SPECIFIED DATE, THE SELLER MUST NOTIFY DAYTONA STATE COLLEGE PURCHASING DEPARTMENT PROMPTLY.

Corrections/Changes: Clerical errors are subject to correction by the Buyer, but the purchase order may not otherwise be modified or rescinded without Buyer's consent. Questions concerning this order may be made by writing to: DAYTONA STATE COLLEGE, Purchasing Department, PO Box 2811, Daytona Beach, FL 32120-2811; by phone (386) 506-3004; or fax (386) 506-4289.



Consumer's Certificate of Exemption

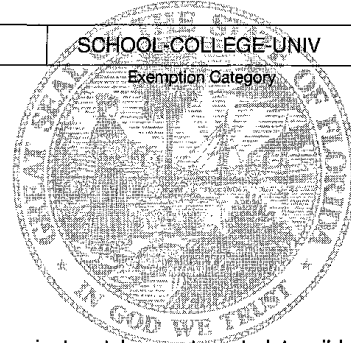
DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8016077493C-2	02/28/2013	02/28/2018	SCHOOL-COLLEGE-UNIV
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

DAYTONA STATE COLLEGE INC
1200 W INTERNATIONAL SPEEDWAY BLVD
DAYTONA BEACH FL 32114-2817



is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

DAYTONA STATE COLLEGE
CREDIT INFORMATION

Company Information

Name: Daytona State College
Billing Address: PO Box 2811
Physical Address: 1200 West I.S.B.
City: Daytona Beach
State/ ZIP: Florida, 32120-2811
Years in Business: Founded in 1957

Accts Payable Contact: Sue Watson, Manager
Accts Payable Phone: 386-506-3022
Accts Payable Fax: 386-506-3121
E-Mail: watsons@DaytonaState.edu

Purchasing Contact: Janet Parish
Purchasing Phone: 386-506-3075
Purchasing Fax: 386-506-4289
E-Mail: parishj@DaytonaState.edu

Credit References

Name: Unisource
Address: PO Box 409884
City: Atlanta
State/ZIP: Georgia, 30384
Contact: Barbara Campbell
Phone: 904-693-5947
Fax: 800-598-9295

Name: Office Max
Address: PO Box 101705
City: Atlanta
State/ZIP: Georgia, 30392
Contact: Jennifer Dearling
Phone: 877-777-4008 xt:4216
Fax: 800-572-6473

Identification and Certification Numbers

Daytona State College is a political subdivision of the State of Florida. By IRS classification we are a 501.C.3 and Tax Exempt.

Federal Identification # 59-1211226
Consumer Certification Exempt # 85-8012557338C-9
Resale Certificate # 74-8012486676-5

Bank Information

Bank Name: Bank of America
Address: 1025 West I.S.B.
City: Daytona Beach
State/ZIP: Florida, 32114
Phone: 407-420-2813
Contact: Jerry Stanforth
Account Number: 1028001313

Credit References

Name: News - Journal
Address: PO Box 2831
City: Daytona Beach
State/ZIP: Florida, 32120
Contact: Tanya
Phone: 386-681-2321
Fax: 386-257-1147

Name: W.W. Grainger
Address: Dept. 807894407
City: Kansas City
State/ZIP: Missouri, 64141-6267
Contact: Lou - Credit Dept.
Phone: 888-853-5253
Fax: 407-841-9258

I certify that the above information provided above is true and correct to the best of my knowledge.

Sue Watson, Manager
 Accounts Payable