

State College of Florida, Manatee-Sarasota

REQUEST FOR PROPOSALS

RFP # 2012-1

Financial Aid Verification

Date: 2/17/2012

To: All Submitters

From: Coordinator of Procurement

You are invited to submit sealed proposals subject to the terms, conditions, and specifications contained herein and are hereby made part of this request.

All proposals must be executed and submitted in a sealed envelope. Faxed proposals will not be accepted. The face of the envelope shall contain the Request for Proposals number [RFP02012-1], the proposal name [**Financial Aid Verification**], the company name, and delivered to:

Purchasing

State College of Florida, Manatee-Sarasota
Building 7, Room 141
5840 26th Street West
Bradenton, Florida 34207

All proposals must be received at the address above no later than **3:00 PM, Wednesday, March 7, 2012**. Proposals received after this date and time will be rejected. Proposals will not be evaluated at the time of opening. The evaluation date and time is noted in the RFP document.

With the consent and agreement of the successful proposer, purchases may be made under this RFP by other community colleges, state universities, district school boards, and by other Florida public entities. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation as provided in State Board of Education Rule 6A-14.0734 (2) (d).

Proposers shall note exceptions to the above paragraph, if any.

In order to insure uniformity, all proposals must be submitted on the enclosed forms or exact photo copies and signed by an authorized representative of the company submitting the proposal. Proposals not submitted in accordance with the terms, conditions, specifications, and other instructions contained herein may be subject to rejection.

Direct all inquiries regarding this Request for Proposals (RFP) to Tony Radomski, by e-mail: radomst@scf.edu. Questions regarding this RFP must be submitted no later than 7 days prior to the RFP due date. All inquiries, with responses, will be made available to all proposers on an equal basis without prejudice.

Proposal Submittal Form

Purchasing Department
 State College of Florida, Manatee-Sarasota
 5840 26th Street West
 Bradenton, Fl 34207
 941-752-5356

This is to certify that I (authorized representative) have read and understood the terms, conditions, specifications and other instructions contained in this Request, and further, that the items of materials and/or services rendered do meet minimum specifications set forth in this Invitation.

I further certify that I am legally licensed and/or certified, as required, in the State of Florida to perform the work in this request for proposal; and I will submit a copy of my current license document along with my proposal.

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

RFP	2012-1	Financial Aid Verification
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Vendor Name	
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Bidding As	Corporation		Individual		Other (explain)
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Address	
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City		State		Zip Code	
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Telephone		Fax	
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E-Mail	
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Representative Title	
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Signature	
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GENERAL CONDITIONS

To insure acceptance of the bid, follow these instructions:

<p>SEALED PROPOSALS: All proposal sheets and forms must be executed and submitted in a sealed envelope. Do not include more than one proposal per envelope. Proposals not submitted on the attached form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. It is the sole responsibility of the proposer to deliver the proposal to the address contained herein on, or before, the closing hour and date indicated. SCF Purchasing will not be responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.</p>	<p>DEFINITIONS: [College] refers to State College of Florida, Manatee-Sarasota. [Proposer] refers to the dealer, manufacturer, contractor, or business organization submitting a proposal to the College in response to this request for proposal. [Vendor] refers to the dealer, manufacturer, contractor, or business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the proposal. [Proposer] and [Vendor] will be used interchangeably. [Proposer] and [Bidder] may be used interchangeably throughout this document. [Proposal] and [Bid] may be used interchangeably throughout this document.</p>
<p>EXECUTION OF PROPOSAL: Proposals must contain a manual signature of an authorized representative in the space provided on the proposal submittal form. Proposal must be typed or printed in ink. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the correct figure above it. Corrections must be initialed by the person signing the proposal. Any illegible entries, pencil proposals or corrections not initialed will not be tabulated.</p>	<p>PROPOSAL OPENING: Shall be public, at the address indicated on the RFP document, on the date and at the time specified on the proposal form. Proposals will not be evaluated at the time of opening. The proposal opening is to determine the vendor pool only. It is the proposer's responsibility to assure that the proposal is delivered at the proper time and place of the opening. Proposals received after the date and time will be retained, unopened, for the record. Proposals by fax or telephone will not be accepted.</p>
<p>EVALUATION OF PROPOSALS: The evaluation committee intends to recommend to the authorized designee of State College of Florida, Manatee-Sarasota Board of Trustees, to authorize College administration to award a contract with the proposer, or proposers, scoring the overall highest evaluation points.</p>	<p>NO BID: If not submitting a proposal, respond by returning the proposal submission form, marking it "NO BID", and explain the reason.</p>
<p>AWARDS: As the best interest of the College may require, the right is reserved to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The College also reserves the right to make awards to one, or more, vendors based upon the recommendations of the evaluation committee.</p>	<p>COSTS: The College is not liable for any costs incurred by a proposer in responding to this RFP, including those for presentations, when applicable.</p>
<p>PRICES, TERMS and PAYMENT: Firm prices shall be quoted, typed or printed in ink, and includes all packaging, handling, shipping charges and delivery to the destination shown herein.</p>	<p>TAXES: The College does not pay sales taxes on direct purchases of tangible personal property. Do not include these items on invoices. See exemption number on face of purchase order. Exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state owned real property as defined in Chapter 192 F.S.</p>
<p>DISCOUNTS: Proposers are encouraged to reflect cash discounts in unit prices quoted. Proposers may offer a cash discount for prompt payment; however, discounts for less than 30 days will not be considered in determining the lowest net cost for proposal evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.</p>	<p>MISTAKES: Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the proposer's risk. In case of mistake in extension, the unit price will govern.</p>
<p>CLARIFICATION/CORRECTION OF BID ENTRY: The College reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.</p>	<p>CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this proposal shall be the new, current model in production available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.</p>
<p>SAFETY STANDARDS: Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under. Failure to comply with the condition will be considered as a breach of contract.</p>	<p>UNDERWRITERS' LABORATORIES: Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.</p>
<p>PAYMENT: Payment will be made by the College after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the proposal. An original and two copies of the invoice shall be submitted. Failure to follow these instructions may result in a delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.</p>	<p>FREIGHT TERMS: All goods will be delivered F.O.B. State College of Florida, Manatee-Sarasota, 5840 26th Street West, Bradenton, Florida 34207</p>

<p>DELIVERY: Unless actual date of delivery is Specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.</p>	<p>INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed in writing to Manatee Community College Purchasing office for receipt no later than ten (10) days prior to the RFP opening. Inquiries must reference the date of RFP opening and RFP number. Failure to comply with this condition will result in proposer waiving his right to dispute the RFP conditions and specifications.</p>
<p>MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS: Any manufacturers' names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any items(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number. Proposer shall submit with his proposal, cuts, sketches, descriptive literature, and complete specifications. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Reference to literature submitted with a previous bid will not satisfy this provision. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal form.</p>	<p>CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of State College of Florida, Manatee-Sarasota. Further, all proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the proposer's firm or any of its branches. The proposer shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the College for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the proposer. No officer, agent, or employee of the College shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the College. The proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.</p>
<p>ADDITIONAL QUANTITIES: The College reserves the right to acquire additional quantities at the prices quoted in this invitation. If additional quantities are not acceptable, the proposal sheets must note: For Specified Quantity Only.</p>	<p>PURCHASES BY OTHER ENTITIES: With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other community colleges, state universities, district school boards, political subdivisions, or state agencies with the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the bid/proposal solicitation as provided in State Board of Education Rule 6A-14.0734(2)(d).</p>
<p>SERVICE AND WARRANTY: Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to performance of this contract. Proposers must explain on an attached sheet to what extent warranty and service facilities are provided</p>	<p>SAMPLES: Samples of items, when required, must be furnished free of expense, on or before RFP opening time and date, and if not destroyed by testing may, upon request, be returned at the proposer's expense. Each individual sample must be labeled with the proposer's name, manufacturer's brand name and number, RFP number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your proposal. If return instructions are not received with the proposal, the commodities shall be disposed of by the College.</p>
<p>NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications by appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in RFP and/or purchase order may result in proposer being found in default in which event any and all procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in the supplier's name being removed from the vendor mailing list.</p>	<p>INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency.</p>
<p>GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed that necessitate alteration of material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful proposer to notify the College at once, indicating in his letter the specific regulation which required an alteration. The College reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the College.</p>	<p>LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a RFP response hereto and the College by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.</p>
<p>DISPUTES: In case of any doubt or difference of opinion as to the specifications, equivalent products, or items to be furnished here under, the decision of the College shall be final and binding on both parties.</p>	<p>ADVERTISING: In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.</p>

<p>PROTEST: “Failure to file a protest within the time prescribed in S. 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.” All protests must be delivered to the Director of Business Services and Public Safety, Bldg. 7, Rm. 142, 5840 26th Street West, Bradenton FL. 34207 within the time prescribed in Chapter 120, Florida Statutes to be considered valid.</p>	<p>PATENTS 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, it is mutually agreed and understood without exception that the quoted prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.</p>
<p>ASSIGNMENT: Any Purchase Order issued pursuant to this RFP invitation and the moneys which may become due hereunder are not assignable except with the prior written approval of the College.</p>	<p>CONSORTIUM PURCHASE: When an RFP is issued on behalf of a consortium, prices shall be F.O.B., Ordering Institution address. Invoices shall be delivered to the Institution placing the order unless otherwise stated.</p>
<p>LIABILITY: The supplier shall hold and save the College, its officers, agents and employees harmless from liability of any kind in the performance of this contract.</p>	<p>STATE LICENSING REQUIREMENT: All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the College shall be on file and in good standing with the State Of Florida’s Department of State.</p>
<p>PUBLIC ENTITY CRIME INFORMATION STATEMENT: All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows: “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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 for a period of 36 months from the date of being placed on the convicted vendor list.”</p>	<p>RETENTION OF RECORDS: Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to any contract resulting from this RFP for a period of five (5) years. Copies of all records shall be made available to the College upon request. All invoices and documentation must be clear and legible for audit purposes. Documents must be retained by contractor within the State of Florida at an address to be provided, in writing, to the College within 30 days of the contract execution. Any records not available at the time of an audit will be deemed unavailable for audit purposes. The contractor will cooperate with the College to facilitate the duplication and transfer of any said records or documents during the required retention period. The contractor shall inform the College of the location of all records pertaining to the contract resulting from this RFP and shall notify the College by certified mail within ten (10) days if/when the records have been moved to a new location.</p>
<p>PUBLIC RECORD LAW: Any material submitted in response to this RFP will become a public document pursuant to Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07. Contractor’s refusal to comply with this provision shall constitute sufficient cause for termination of the contract resulting from this RFP.</p>	<p>AUDIT RECORDS: The contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditure of funds provided by the College under any contract resulting from the RFP, and agrees to provide a financial and compliance audit to the College or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor. The contractor agrees to include all record keeping requirements on all subcontracts and assignments related to the contract resulting from this RFP.</p>
<p>ANTI-DISCRIMINATION CLAUSE: 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, and the implementing rules and regulations provided by the Secretary of Labor are incorporated herein.</p>	<p>AMERICANS WITH DISABILITIES ACT: The contractor shall comply with the Americans with Disabilities Act. In the event of the contractor’s non-compliance with the non-discrimination clauses of the Americans with Disabilities Act, or with any other such rules, regulations or orders, any contract resulting from this RFP may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts.</p>
<p>DISCRIMINATORY VENDOR’S LIST: Any entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a proposal to provide goods or services to a public entity, may not be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.</p>	<p>UNAUTHORIZED EMPLOYMENT OF ALIEN WORKERS: The College does not intend to award publicly funded contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions as determined pursuant to Section 274A of the Immigration and Nationality Act.</p>

OTHER REQUIRMENTS AND CONDITIONS

INSURANCE REQUIREMENTS	<p>When performing a service, construction work or any type of installation is required on College property, the successful vendor is required to supply a Certificate of Insurance evidencing coverage during the period the vendor is providing services per the following:</p> <ol style="list-style-type: none"> 1. Workers compensation and employee's liability in accordance with the laws of the State of Florida. 2. Bodily injury liability, minimum of \$1,000,000 per person and \$2,000,000 per accident. 3. Property damage liability, minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate. 4. Umbrella liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. 5. Contingent coverage for sub-contractors for liability at the site. The bidder must list any sub-contractor that will perform work under this bid. <p>The Certificate of Insurance must be provided to the College prior to the commencement of any work.</p>
PROPOSED RULES FOR WITHDRAWAL	<p>A submitted proposal may be withdrawn by submitting a written request for its withdrawal to the College, signed by the proposer/contractor, prior to the bid opening date.</p>
REJECTION OF PROPOSALS	<p>The College may reject any and all proposals not meeting mandatory responsiveness requirements, which include terms, conditions or requirements that must be met by the proposer to be responsive to this RFP. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of the proposal. In addition, the College may reject any or all proposals containing material deviations. Any bid rejected for failure to meet mandatory responsiveness requirements will not be reviewed.</p>
PROPOSAL INQUIRIES	<p>The proposer may examine this RFP to determine if the College's requirements are clearly stated. If there are any requirements that restrict competition, the proposer may request, in writing, to the College that the specifications be changed. The proposer that requests changes to the College's specifications must identify and describe the proposer's difficulty in meeting the specifications, must provide detailed justification for a change, and must recommend changes to the specifications. Requests for changes to this RFP must be received within 72 hours of receipt of the RFP documents. Proposer's failure to request changes shall be considered to constitute proposer's acceptance of the specifications. The College shall determine what changes to this RFP shall be acceptable to the College. If required, the College shall issue an addendum reflecting the acceptable changes to this RFP, which shall be sent to all proposers in order that all proposers shall be given the opportunity of proposing to the same specifications.</p>
ADDENDA	<p>All addenda to this RFP will be posted to the SCF Purchasing web page containing the original solicitation. http://www.SCF.edu/pages/3672.asp</p>
PRE-DECISION DISCUSSIONS	<p>Any discussion by the proposer with any employee or authorized representative of the College involving proposal information occurring after the proposals are opened and prior to the posting of the recommended award will result in the rejection of that proposal.</p>
VERBAL INSTRUCTIONS	<p>No negotiations, decisions, or actions shall be initiated or executed by the proposer as a result of any discussions with any College employee. Only those communications that are in writing from the College's Purchasing staff identified in this RFP shall be considered a duly authorized expression on behalf of the College. Only communications from the proposer's representative that are in writing and signed will be recognized by the College as duly authorized expressions on behalf of the proposer.</p>
POSTING OF RECOMMENDED AWARD	<p>The recommended award may be reviewed on the SCF web page http://www.SCF.edu/pages/3672.asp</p>
INCLUSION OF SUPPORTING DOCUMENTS	<p>All those submitting sealed replies in response to this Request for Proposals understand that the RFP document, the sealed reply, and all documents and/or materials represented in presentation to the committee shall be a complete record and shall be included in the final contract.</p>

TERMINATION AT WILL	The Contract resulting from this RFP may be terminated by either party upon no less than sixty (60) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.
AVAILABILITY OF FUNDS	The obligations of the College under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.
TRAVEL EXPENSES	The College shall not be responsible for the payment of any travel expense for the Contractor which occurs as a result of the Contract resulting from this RFP.
SUBCONTRACTORS	The proposer is fully responsible for all work performed under the Contract resulting from this RFP. The proposer may, upon receiving prior written consent from the College's Purchasing Director, enter into written subcontract(s) for performance of certain of its functions under the Contract. No subcontract, which the proposer enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the proposer of any responsibility for the performance of its duties, including any and all liabilities that may arise out of the subcontractor's work related to the project. All payments to subcontractors shall be made by the proposer.
FORCE MAJEURE	Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract resulting from this RFP or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.
SUBSTITUTION OF KEY PERSONNEL	In the event the successful proposer desires to substitute any key personnel submitted with his/her proposal, either permanently or temporarily, the College shall have the right to approve or disapprove the desired personnel change in advance in writing.
SEVERABILITY	The invalidity or unenforceability of any particular provision of the Contract resulting from this RFP shall not affect the other provisions hereof and the Contract resulting from this RFP shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of the Contract resulting from this RFP can still be determined and effectuated.
GOVERNING LAW AND VENUE	Any Contract resulting from this RFP is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Manatee County, Florida.
SAMPLE CONTRACT	Proposers must include a copy of their standard contract with their submissions. If proposers do not have a standard contract, The College will provide a contract subject to the terms and conditions of this RFP. Proposers are encouraged to alter their contracts to conform to the terms of the RFP.
PUBLIC MEETING NOTIFICATION	All meetings to judge and/or evaluate this solicitation or to make recommendations for award are held in strict compliance with Florida Statutes as they pertain to Florida in the Sunshine regulations. All meetings are fully open to all proposers as well as the public at-large.
BLANK	Intentionally left blank.

Proposer's Checklist

Please use this checklist as an aid to help you ensure that your proposal is complete

Did you follow the structure and submit your proposal in 3-ring binders as required?	
Did you attach information that effectively answers the qualification criteria of this document?	
Did you complete, sign and include the Proposal Submittal Form?	
Did you complete and include the Reference Form?	
Did you include the Statement on Auditing Standards (SAS 70) report as requested?	
Did you complete and include the Drug Free Workplace Form? (if applicable)	
Did you include a copy of your Florida CMBE certificate? (if applicable)	
Did you submit 5 copies of your proposal?	
Did you write the RFP number, RFP name and your company name on the mailing package?	
Did you send the package, in time, to make it to its destination on time?	

If you do not wish to make a proposal, you only need to return the Proposal Submittal Form. Please indicate a reason for not proposing as indicated.

**The completed proposal must be received at the Purchasing office
no later than 3:00 PM, Wednesday, March 7, 2012**

Purpose

The college seeks to establish a working relationship with a qualified vendor to perform Student Financial Aid Verification Services on approximately 2,000 financial aid records from April 2, 2012 through September 28, 2012. The agreement may be extended at the option of the institution. Vendors must have experience with remote verification processing, extensive and demonstrated knowledge of federal verification guidelines, and detailed knowledge of the BANNER Financial Aid module

Proposal Pricing Method

The cost of services should be provided on a per-student, verified basis; including all BANNER form updates noted below. The cost should also include any start-up expense associated with beginning the verification process for the college.

Scope of Work

- Vendor will review information from the student's completed FAFSA (Free Application for Federal Student Aid) with scanned documentation provided by the institution via BDMS software that includes, but not limited to a verification worksheet, IRS Tax Transcript(s) and other supporting documentation. The vendor will make modifications to BANNER Form RNANA for resubmission to the Central Processing System (CPS).
- After completing verification, the vendor will update BANNER Forms (a)RRAAREQ to indicate document review and processing (b)ROAPELL to indicate that verification has been completed and (c)lock verified record on RNANA.
- The vendor will insert comment(s) in BANNER Form RHACOMM indicating all changes made to the student record.
- The vendor will have experience with BANNER, including BDMS scanning.
- The vendor must have the infrastructure to perform the verification process remotely from a centralized location.
- The vendor must have extensive knowledge of the FAFSA required data elements and the federal verification requirements.

- Verification will be completed by the vendor within 48 hours of receipt of scanned documents from the institution.
- The vendor will provide e-mail communication regarding scanning errors to the institution within 48 hours of receipt.
- The vendor will provide e-mail communication regarding incomplete information to the student through BANNER Form ROAMESG within 48 hours of receipt.
- The vendor must have a well defined and proven quality control and assurance procedure.
- The vendor must have a well defined confidentiality assurance procedure.

Evaluation Criteria

Provider Qualifications and Specifications

Information provided by references and in the general proposal BANNER software knowledge, remote processing, verification procedures, quality control and assurance, knowledge of federally required data elements, ability to meet institutionally established timelines and confidentiality assurances will be evaluated and awarded a maximum of **50 points.**

Provider History

Demonstrated and established successful track record of past performance in providing services closely related to the requirements specified in the RFP. Particular attention will be given to prior experiences with projects of similar size and scope. A vendor may be awarded a maximum of **25 points.**

Total Cost

Cost should be provided on a per verification basis. Costs will be evaluated by the formula below with a vendor being awarded a maximum of **20 points.**

Lowest Total Cost ÷ Proposal being evaluated x maximum points

CMBE Certification

Florida certified minority business enterprise **5 points.**

Note: a copy of the Florida CMBE certificate must be provided in the proposal

Total Points 100

Award / Contract

The College intends to select the most responsible and responsive Proposer that can demonstrate in their written response and in their oral presentation (if applicable) quantitative and qualitative information based on the criteria contained herein. The proposer understands that this RFP does not constitute an agreement or contract with the proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within SCF and executed by the parties. The proposer understands that the College reserves the right to reject any or all proposals or to withdraw this request for proposals at any time.

Structure

Proposals must be submitted in 3-ring binders. Each section of the proposal must be separated by an index tab and organized in the following sequence:

Title Page – this page must contain the following:

RFP2012-1
Financial Aid Verification
Proposer's Company Name
Company Address
Contact Name
Contact Phone
Contact e-mail

- Section 1:** Proposal Submittal Form (must be complete and signed)
- Section 2:** References (must be on reference form)
- Section 3:** Drug Free Workplace Form (completed and signed if applicable)
- Section 4:** Pricing information
- Section 5:** Proposer qualifications and specifications (see evaluation criteria)
- Section 6:** Proposer history (see evaluation criteria)
- Section 7:** Statement on Auditing Standards (SAS 70) Report
- Section 8:** Copy of proposer's standard contract

Send six (5) copies of your sealed reply for consideration. One of the copies must be marked with the word **ORIGINAL** on the title page. Make sure signatures are included as needed.

Note: Do not use State College of Florida official logo in any part of your proposal

Timeline

All proposal openings and committee meetings are public and in strict compliance with Florida sunshine statutes and are held on the date and time in the building and room indicated below. Schedule changes, when required, will be indicated here. Meetings will be held at State College of Florida, 5840 26th Street West, Bradenton, FL

Date	Time	Activity	Place
02/17/2012	2:00 PM	Proposal released and advertised on web site in local print media	http://www.scf.edu/pages/3672.asp .
03/07/2012	3:00 PM	Proposals due at SCF	Building 7, Room 141
03/20/2012	9:00 AM	Scoring of proposals	TBD
TBD	TBD	Award posted (if applicable)	http://www.scf.edu/pages/3672.asp .

Drug Free Workplace Form

State College of Florida is a drug free workplace. Proposers that participate in the drug free workplace program are asked to sign the drug free workplace form included in this document. The form will be used by the evaluation committee as a first tie-breaker.

Statement on Auditing Standards Report

Each proposer must provide the most recent Statement on Auditing Standards (SAS 70) report with their submission.

References

This form must be used to list references

Reference Name and Type of Business	Contact Name	Contact Phone	Contact E-mail

Note * A minimum of **three** responsive, references are required. Contact names and phone numbers must be active at your reference and must be accessible to the College. Any contacts that cannot, or will not, provide a reference will result in the rejection of your proposal as non-responsive.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

(Name of Business)

DOES:

1. Publish a statement notifying employees that the unlawful manufacturer, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employees engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five 95) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA STANDARD CONTRACT ADDENDUM

THIS ADDENDUM to that certain agreement titled _____ to State College of Florida, Manatee-Sarasota (Agreement”) dated _____ by and between THE DISTRICT BOARD OF TRUSTEES OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA, a public body corporate (“College”), and _____, a sole proprietorship, corporation, general partnership, limited partnership, limited liability company [*STRIKE INAPPLICABLE*] organized and existing under the laws of the State/Commonwealth of Florida duly authorized and licensed to do business in the State of Florida (“Vendor”), shall be effective as of the date indicated above. The following terms and conditions shall be incorporated and made a part of the Agreement and to the extent of any conflict therewith, the provisions contained in this Addendum shall supersede and control.

COLLEGE. State College of Florida, Manatee-Sarasota is a political subdivision of the state of Florida and is administered by THE DISTRICT BOARD OF TRUSTEES OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA, Florida, a public body corporate, pursuant to Florida Statutes Section 1001.63.

TERM EXTENSION. The term of the Agreement may be extended by the College on an annual basis for a period of years, upon the same terms and conditions in the Agreement at the option of the College. Any extension shall be upon the same terms and conditions set forth herein and shall be exercised in writing and shall be deemed exercised when deposited, postage pre-paid in the U S Mail. In the event the College continues to perform following end of the term of the Agreement and the College has not exercised its right to extend the term of the Agreement, prior to any termination of the Agreement by the Vendor, the Vendor shall give the College written notice of its failure to exercise its extension right and an opportunity to cure, and, if the College fails to exercise its extension within thirty (30) days of receipt of the Vendor’s notice, the Agreement shall terminate.

FORCE MAJEURE. Neither the College nor the Vendor shall be responsible for its default, delay or failure to perform any terms or conditions of the Agreement when failure to perform is due to causes beyond such party’s reasonable control including, but not limited to: civil unrest, strike, lockout, flood, action or inaction of governmental authorities, epidemic, war, act of terrorism, embargo, fire, earthquake, hurricane, windstorm, act of God or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused delay, default or force majeure.

TERMINATION. The College may, at any time during the period of this Agreement, without cause, terminate the Agreement by giving thirty (30) days prior written notice of its intention to do so by U S Mail to the other party. Should College exercise its option to terminate this Agreement in accordance with this paragraph, all costs incurred and refunds due to the College shall be processed up to the termination date.

INDEPENDENT CONTRACTOR. Vendor is an independent contractor, and the College shall have neither supervision nor control over the Vendor’s employees, agents, representatives or volunteers in the performance of their duties for the Vendor. If the Vendor is an individual, the Vendor understands that the College will deduct no federal or state income tax and that no retirement, health or life insurance, or other benefits available to the College employees, will accrue to the Vendor. The Vendor shall not in any manner use the credit or name of the College in connection with its business or affairs except as specifically authorized in this Agreement or as approved in writing prior to such use by the College. The Vendor shall purchase all equipment, supplies and sign contracts in its own name and sole credit, and shall promptly make full payment thereon, in accordance with the terms of purchase.

LIABILITY AND INDEMNITY . The Vendor agrees to indemnify, defend and hold harmless the College and its officers, trustees, employees, representatives and agents, from any and all claims, causes of action, costs, expenses, injuries, liabilities, attorneys’ fees and costs, losses and damages of every kind and description resulting from or arising out of the performance of this Agreement by the Vendor, its employees, agents or subcontractors. The College, as a public body corporate of the State of Florida, does not agree to indemnify or hold the Vendor harmless, and does not agree to enlarge the scope of the waiver of sovereign immunity provided in Section 768.28, Florida Statutes. Nothing in the Agreement shall be construed or interpreted as to deny to either party any remedy or defense available to such party under the laws of the State of Florida.

PUBLIC RECORDS. The Vendor will allow public access to all records, documents, papers, letters or other material subject to the provision of Florida’s Public Records law, Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement. Refusal by the Vendor to allow such public access will be grounds for immediate cancellation of this Agreement by the College and for imposition of any remedy or penalty available under law. The Vendor will indemnify the College and its officers, trustees, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney’s fees, that relate to any public records which the Vendor maintained or should have maintained in conjunction with this Agreement, or that relate to any public records which the Vendor failed to produce or copy in response to a public records request.

TRAVEL EXPENSES. Travel expenses are reimbursable to the Vendor only where the College has agreed in writing that the Vendor’s fee for services is not all-inclusive and that the College will fund such travel in addition to the Vendor’s fee. Where travel is reimbursable, the Vendor agrees to complete a travel authorization form prior to traveling and to submit bills for any travel expenses in accordance with §112.061, Florida Statutes,. No travel expenses will be paid to, or for the benefit of, any individual in excess of the amount permitted by Section 112.061, Florida Statutes. Any expenses in excess of the amounts prescribed by law shall be borne by the Vendor.

DELIVERABLES. The Vendor shall provide units of deliverables, including reports, findings, and drafts to be received and accepted in writing by the Agreement Administrator prior to payment.

TAXES. The College is exempt from the payment of all sales, use or excise taxes. The Vendor shall pay all personal property taxes on leased equipment and all taxes based upon net income.

ACCOUNTING AND AUDIT. The Vendor agrees to maintain at its place of business records, books, account information and related materials relevant to this Agreement. The College, and the Auditor General of the State of Florida, or any of their authorized representatives, will have the right upon reasonable notice to review such materials or obtain copies thereof, whether by their own representatives or by certified public accountants, during reasonable business hours and in a manner that does not disrupt the Vendor's business operations. The Vendor agrees to retain any documents relevant to this Agreement for a period of at least three (3) years after the final payment or termination of this Agreement, whichever is later. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute resolved. The Vendor's invoices for payment or other compensation shall be submitted in detail sufficient for proper pre-audit and post-audit review. The Vendor agrees to include this Accounting and Audit provision in any contract it has with any subcontractor, consultant or agent whose services will be charged directly or indirectly to this Agreement.

CONFLICTS OF INTEREST. The Vendor shall not hire, and shall not permit any subcontractor or other person, firm or business entity with whom the Vendor is engaged in a combined effort to perform this agreement, to hire any person who is a College officer or employee, unless the College consents in writing after full written disclosure of the surrounding facts. No officer or employee of the College shall have a financial interest, direct or indirect, in this contract unless the College consents in writing after full written disclosure of the surrounding facts.

ASSIGNMENT, DELEGATION AND SUBCONTRACTS. The Vendor shall not assign, delegate, subcontract or otherwise transfer any interest in this Agreement or any obligation of Vendor without the prior written consent of the College.

PERSONNEL. The Vendor represents that it has or will, at its own expense, obtain all personnel and equipment required to perform this Agreement. The Vendor warrants that all personnel engaged in the performance of this Agreement shall be qualified to perform the services rendered and shall be properly licensed and otherwise authorized to do so under all applicable laws. Said employees, agents, representatives, volunteers and any other persons in or about the College's premises at the instance or request of the Vendor, shall conform to all rules established by the College to govern the general conduct of persons in or about the said premises.

PUBLIC ENTITY CRIME. The College will not accept a competitive solicitation from or purchase commodities or contractual services from a person or affiliate who has been convicted of a public entity crime and has been placed on the State of Florida's convicted vendor list for a period of 36 months from the date of being added to the convicted vendor list.

VENDOR'S DEFAULT. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default (hereunder "Event of Default"): Failure to begin work, perform services or deliver goods on schedule; failure to submit any report required hereunder; substandard, unprofessional or faulty performance of services or goods; violation of applicable laws, regulations, rules, ordinances, policies, permits, or licenses; failure to pay debts as they come due; filing for bankruptcy; or failure to perform any other covenant or condition of this Agreement. Upon the occurrence of any Event of Default, the College may take one or more of the following actions.

- (1) Give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time in the notice, ten (10) days from the issuance date of the notice, and if the Event of Default is not thereafter timely remedied, treat the Agreement as breached and terminate the Agreement, effective three (3) days after giving the Vendor notice of termination;
- (2) Give the Vendor a written notice specifying the Event of Default, suspend all payments to be made to the Vendor under this Agreement, and order that the portion of the contract price which would otherwise accrue to the Vendor during the period from the date of notice until such time as the College determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor;
- (3) Set off against any other obligations the College may owe to the Vendor any damages the College suffers by reason of the Event of Default; or
- (4) Treat the agreement as breached and pursue any of its remedies provided for in this Agreement, in law or in equity, or all of these.

The Vendor shall be liable to the College for any damages it sustains by virtue of the Vendor's breach or for any reasonable costs the College may incur in enforcing or attempting to enforce this Agreement, including attorneys' fees and costs. The terms of this paragraph shall not be deemed to limit the College's right to terminate the Agreement on written notice and without cause as provided in this Addendum.

WAIVER OF BREACH. No failure by the College to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. The College's failure to notice any Event of Default shall not be deemed a waiver of the right of the College to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supercedes all prior agreements and understanding related hereto.

AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

GOVERNING LAW/VENUE. This Agreement will be governed by and construed under the laws of the State of Florida. Manatee County, Florida, will be the forum and venue for any lawsuit between the parties arising from or incident to the Agreement. Vendor consents to personal jurisdiction in the State of Florida.

NON-DISCRIMINATION. If this Agreement is funded in any part by monies of the United States of America, the Vendor shall comply with all of the provisions of 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, as supplemented by the regulations of the United States Department of Labor (41 CFR Part 60). The College’s policy prohibiting sexual harassment, is incorporated into this Agreement by reference as if fully set forth herein.

FUNDING AVAILABILITY. Obligations of the College hereunder are subject to the availability of funds lawfully appropriated annually for its purposes by the Florida Legislature.

AUTHORITY. Each person signing on behalf of the parties to this Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that this Agreement will constitute a legal and binding obligation.

SURVIVAL. The obligations under this Agreement which by their nature would continue beyond the expiration of the term of this Agreement shall survive termination, expiration, or cancellation of this Agreement.

PARAGRAPH HEADINGS. The headings of the paragraphs of this Agreement are inserted for convenience or reference only and are not intended to be part of, or to affect, the meaning or interpretation of this Agreement.

AGREEMENT ADMINISTRATOR. Except where otherwise specified, the Agreement Administrator shall be the College’s representative for purposes of administering this Agreement, and the Vendor shall submit all progress reports, invoices, correspondence and related submissions to the Agreement Administrator, who is: _____.

COUNTERPARTS/FACSIMILE. This Agreement may be executed in one or more counterparts all of which when taken together shall be considered one and the same agreement. Facsimile signatures are acceptable as original signatures on this Agreement.

ADDENDA. Additional addenda, which are part of this Agreement, are attached hereto.

THE PARTIES HAVE READ, UNDERSTAND AND AGREED TO THIS ADDENDUM. THIS ADDENDUM IS NOT VALID UNTIL ALL SIGNATURES ARE AFFIXED AND NO COMMITMENT EXISTS UNTIL FULLY EXECUTED BY THE COLLEGE.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum.

THE DISTRICT BOARD OF TRUSTEES
OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA

VENDOR

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____