



**SOUTH FLORIDA STATE COLLEGE  
REQUEST FOR PROPOSALS  
FOR  
BANKING SERVICES  
AND MERCHANT SERVICES  
RFP 21-01**

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## GENERAL INFORMATION

The District Board of Trustees of South Florida State College (hereinafter referred to as the "College") requests proposals from qualified financial institutions (hereinafter referred to as "Banks" or the "Bank") to provide banking services specified in this proposal. It is the intent of the College to have one bank provide all the banking services and one bank to provide all of the merchant services specified in the RFP. The bank providing merchant services does not have to be the same bank that will provide banking services.

### Qualifications

All proposers must be qualified public depositories as defined in Chapter 280, Florida Statutes. A copy of the Certificate of Qualification issued by the Office of the State Treasurer must be included in the proposal. All proposers must abide by all laws of collateral requirements necessary for public funds. In addition, the Bank must be a member of, or have direct access to, the services provided by the Federal Reserve System. The selected Bank will be required to maintain these minimum qualifications during the full term of the banking contract.

The Bank selected by the College as its depository shall comply with Florida Statutes as they relate to public depositories, specifically Chapters 280, 136, 18, 230, and State Board of Education Rules 6A-14.0751 and 6A-14.0752. Only those banks certified as public depositories by the State Treasurer under the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes, will be considered.

### Pre-Proposal Contact

The College's point of contact for all matters relating to this RFP is Melissa Lee, Controller. If there are any questions concerning the RFP directly in writing to Melissa Lee via email at [purchasing@southflorida.edu](mailto:purchasing@southflorida.edu). Neither questions nor answers will be provided via phone or in person.

The last day to submit questions will be the end of business (4:30 p.m. EST) on Thursday, February 18, 2021. Questions received after February 18, 2021 will not be answered.

Potential bidders to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the College posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee, officer or agent of the College concerning any aspect of this solicitation, except in writing to the Purchasing Coordinator, Deb J. Olson or as provided in the solicitation documents. Violations of this provision may be grounds for rejecting a response.

### Procedural Requirements

Proposals and related correspondence shall be signed, sealed, addressed, and delivered to **South Florida State College, 600 West College Drive, Purchasing/Business Office, Building C-1 Avon Park, FL, 33825** by or before **2:00 p.m. on Monday, February 22, 2021**. The outside of the envelope should be clearly marked: **Proposal for Banking Services: SFSC RFP 21-01**.

Submit One (1) original (signed in blue ink) and one (1) copy, and an electronic version (via flash drive or CD) of your Proposal. Proposals submitted by banks will be opened and recorded at 2:01 p.m. in the Building C-1 conference room. The RFP opening is open to the public. Proposals arriving after 2:00 p.m. will not be accepted and will be returned, un-opened.

The College requests that the enclosed "No Proposal" form be completed and mailed by banking institutions declining to submit a proposal for banking services.

### Submission Requirements

- A. All submissions shall include the completed RFP 21-01 Response Form (attached). Supporting material may be submitted. The award shall be made to the Bank whose proposal is determined to be the most advantageous to the College, taking into consideration the criteria set forth in this RFP.

It shall be assumed that individual banking services which are offered meet or exceed the requirements as stated in the accompanying specifications. If a service requirement cannot be met by the proposer, then the phrase "not available" should be entered on the Response Form for that service requirement. In the case of a "not available" remark, the Bank may offer an alternative service. This RFP presents the requirements of the College under present methods of operation. Responses to this request should address these requirements. However, proposers are encouraged to suggest any additional services which, in their opinion, would be in the best interest of the College.

- B. Along with a completed RFP 21-01 Response Form, each Bank shall provide information relative to its ability to provide the services that the College shall require, both now and in the future. At a minimum, this information must include:

- ◆ Certificate of Qualification by the Office of the State Treasurer.
- ◆ Verification that the Bank is a member of or has direct access to the Federal Reserve System.
- ◆ A summary of the Bank's financial resources (including the latest two years audited financial statements and annual reports).
- ◆ A listing of branches or affiliate banks emphasizing those located within close proximity to College sites as identified in the General Banking Expectations. The branch closest to the Main Campus will be designated as the "Main Branch."
- ◆ A listing of other local public (Desoto, Hardee, and Highlands Counties) accounts serviced by the Bank indicating contact person(s) at the listed unit or organization.
- ◆ Name, title and location of the Bank Officer proposed to be the primary contact for the College.
- ◆ Financial services available beyond those included in the proposal, such as direct deposit for employee paychecks.
- ◆ Any other information the Bank believes to be relevant to the selection of a depository bank.
- ◆ Bank's proposed contract with the College for banking services.

- C. **Public Entity Crimes** – A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public

entity for the construction or repair of a public building or public work, may not submit proposals 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

- D. **College Liability** – South Florida State College will be liable only for property damage and/or bodily injury pursuant to resulting agreement and which occur as a direct result of negligence of the College, its agents or employees. The College is self-insured through the Florida College System Risk Management Consortium as a state agency and liability is, therefore, limited to sovereign immunity limits of \$200,000.00 per person and \$300,000.00 per occurrence, in accordance with Florida Statute 768.28.
- E. **Venue** – This RFP and the subsequent related agreement, and any disputes thereafter, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. College and Bank hereby agree that venue shall be in Highlands County, Florida.
- F. For additional information or questions, please contact Melissa Lee, Controller, at [purchasing@southflorida.edu](mailto:purchasing@southflorida.edu).

## SCOPE OF SERVICES

The banking and merchant services detailed in this section will be performed for the College on a contractual basis for five (5) years (starting April 1, 2021, or as soon thereafter as possible), with two (2) one-year extensions, if mutually agreed upon by both parties. Termination of the contract by either party will require one hundred twenty (120) days written notice. It is the intent of the College that a single bank will provide all the banking services specified in this proposal and that a single bank will provide all of the merchant services specified in this proposal.

### Banking Services

- A. **Description of Account Schematic and Services** -- The College will maintain the following accounts for its operation (Refer to the [Account Schematic](#) for a summary of current services used and organization of accounts):
  - 1. A concentration or master account will be used to accept deposits of College funds, including monthly appropriations from the State of Florida, Federal grant funds and student fees.
  - 2. "Zero balance" checking accounts (demand) for Accounts Payable, Payroll and Direct Payments.
- B. **Online Computer Access to Bank Account/Cash Management System** – The bank needs to provide access to an online interface to perform account transactions including but not limited to the following: stop payments, balance checking, wire transfers, and positive pay. Examples of the functionality of the online interface are expected to be included in the

response. Any associated costs of using this software and minimum computer requirements should be identified in the response.

- C. **Interest – It is the objective of the College to have all available monies on deposit earning interest. Please submit any and all options to accomplish this objective.** The College intends to have all monies on deposit treated and reported as funds on deposit. The College intends to have none of its monies invested in re-purchase agreements unless the College obtains either the actual securities or third-party safekeeping receipts protecting the interest of the College in the securities pledged by the Bank.

Proposing banks are to respond as to how College funds will be invested and how they will maintain compliance with safekeeping requirements. If re-purchase agreements are proposed, they should be included in a proposed Master Re-Purchase Agreement.

If other investment vehicles are to be utilized for the investment of available funds, complete disclosure of rate of return history, security, collateral and compatibility with state law shall be documented.

D. **General Banking Expectations**

1. Cancelled checks are expected to be returned to the College in electronic format. The Bank will need to provide the software to view and retrieve the stored images from the indexed files returned to the College. A description of this arrangement should be included in the response.
2. Positive Pay services are utilized by the College to help reduce fraud potentials related to checks. This entails transmitting electronic information related to check issuances to the bank. The responding banks should indicate their functionalities related to positive pay and how it works. Discussion should include data specifications, interface, and how positive pay exceptions are received by College personnel.
3. Electronic Deposit of Checks is currently accomplished with the use of **five** scanners provided by the bank to the College. The responding banks should indicate their functional ability to do this and any fees associated with this service. As well, the cost of scanning device should be indicated within the proposal.
4. Designated Bank personnel to handle the accounts of the College, i.e., assigned contact people who are dedicated to SFSC's account whom College personnel can contact on an as-needed basis. One individual will be designated as the primary contact or "Account Manager."
5. ATM Machine at Highlands Campus – The College would like to maintain an ATM machine on the Highlands campus. Costs and specifications for such a possibility should be itemized. Expected responsibilities of the College and the Bank should be detailed.
6. Statements of all accounts shall be cut off at the close of the last working day of the month and delivered to the College Business Office within seven (7) working days after the last day of the month. Statements of the Investment Account will show the amount invested, the interest rate and the interest earned on a daily basis. Details of

transactional data will be provided electronically for uploading into the college's computer system. This needs to be described as to format bank data can be provided and how the College is expected to receive the data. For instance, the proposing bank needs to indicate if data will be provided on disk, by download, FTP, etc.

7. The College requires access to Bank branches in close proximity to its following sites:

<b>Highlands Campus</b> 600 W. College Drive Avon Park, FL 33825	<b>Hotel Jacaranda</b> 19 E. Main Street Avon Park, FL 33825	<b>Lake Placid Center</b> 328 Interlake Boulevard Lake Placid, FL 33852
<b>Hardee Campus</b> 2968 US Highway 27 N Bowling Green, FL 33834	<b>Desoto Campus</b> 2251 NE Turner Avenue Arcadia, FL 34266	<b>Crews Center</b> 200 US Highway 27 S Avon Park, FL 33825

Alternate deposit arrangements for these locations may be proposed.

8. Deposits made by 2:00 p.m. shall be credited to that day.
9. All NSF checks will be automatically re-deposited a second time by the Bank before being returned to the College. There will be no charge to the College for collection of any NSF check drawn on the Bank for which funds are currently on deposit.
10. Provide all banking services required by the College, including endorsement stamps, rapid business deposit plastic bags, coin wrappers, currency straps, and night deposit service available at the bank branch closest to each site.
11. Supply the College's three-part deposit slips to College specifications as to design, color, paper stock, and MICR encoding. Currently, deposit slips are identified by location and pre-numbered.
12. The ability to get change funds or cash requests should be accommodated by the Bank per request by telephone from designated College Business Office personnel.
13. The Bank will not make assignment of service(s) without College approval.
14. The Bank can summarize its disaster preparedness plans so that the College can be assured of access to its funds in the event
- E. **Related Party Banking Arrangements** – Responding Banks should identify any service(s) available either to the College directly or to its employees, students, or alumni.
- F. **Transitional Services** – Responding Banks should identify potential plans for transition of banking services from the current bank to their bank if they are awarded the banking contract. Transitional teams and their functions should be discussed as well as any associated costs.
- G. **New or Additional Services** – Any services available but not specifically addressed including associated charges should be detailed in the response.

## **Merchant Services**

### **A. Description of Services**

1. The College currently uses point-of-sale terminals and computers for payments at various locations. The College has 9 credit/debit card machines that it owns and would like the bank to be able to re-program, if necessary. The college would like to utilize the same equipment except where the responding bank could demonstrate that new equipment would be beneficial for the college to use. Charges associated with any services or new equipment should be itemized in the proposal.

### **B. Pricing** – The fees and charges presented shall remain firm for the original term of the agreement with the following exceptions that shall be adjusted:

1. Additional discounts available for increased volume
2. Increases or decreases in all applicable rates, fees, and assessments established and levied by MasterCard, Visa, and Discover against all merchant service providers
3. Increases in applicable taxes levied by any State, Federal, or local authority related to the delivery of the services provided by the merchant services provider.
4. The merchant services provider will notify the College thirty (30) days prior to the effective date of any change of the non-guaranteed conditions, exclusions, or service fee increases or decreases.

### **C. General Banking Expectations**

1. Online Computer Reporting - Merchant data is substantially voluminous. Any abilities of banks to provide for online management reports should be detailed in the response.
2. Designated Merchant Service Contact – Upon selection, the bank shall designate one account officer with authority and responsibility for the college's entire account.
3. The College currently owns its credit card machines but the bank would provide for a source to obtain compatible, upgraded equipment during the entire course of the contract as fees to be identified in the response. The college would like to be able to purchase replacement equipment through the bank.
4. Assignment of Services - If a subcontractor is to be used, please name the subcontractor, their qualifications and the relationship between the Bank and the subcontractor.
5. Deposit of funds into the College's account is expected within 48 hours.
6. The Bank will provide 24-hour customer service for transmissions machines authorization.
7. The Bank will provide a source for supplies for credit card terminals such as ribbons, paper.

### **D. New or Additional Services** - Any Services Available but not specifically addressed including associated charges should be detailed in the response.



## SELECTION PROCESS

The College reserves the right to accept or to reject any or all proposals, to waive any irregularities or informalities in any proposal or in the proceedings, and to accept or reject any item or combination of items. The award will be to the Bank(s) whose proposals comply with all the requirements set forth in this RFP and whose proposal, in the opinion of the College, is the most advantageous to the College, taking into consideration all aspects of the Bank's response, including the total net cost to the College, as well as all of the criteria set forth in this RFP. During the proposal review process, conferences may be requested to formulate plans in greater detail, to clarify any unclear items, and to otherwise complete negotiations prior to the formal award recommendation.

Proposals must clearly and specifically detail all deviations to the exact requirements imposed upon the Bank by this RFP. Such deviations must be listed on the attached Response Form; otherwise, the proposal package must be considered as being made in strict compliance with RFP 21-01 instructions and specifications.

In the event that the Bank(s) to whom the award is made does not execute a contract within thirty (30) days after the award, the College may give notice to such Bank of its intent to make the award to the next most qualified Bank or to call for new proposals, and may proceed to act accordingly.

Proposers shall thoroughly examine and be familiar with these specifications. The failure or omission of any proposer to receive or examine these documents shall in no way relieve any proposer of obligations with respect to this RFP or the subsequent contract.

Failure to comply with any of the terms and conditions of this RFP and the awarded contract by the successful Bank will be cause for termination of the "Banking Contract."

Changes to the RFP may be made by and at the sole discretion of the College. If changes are made, an Addendum will be sent to all proposers of record.

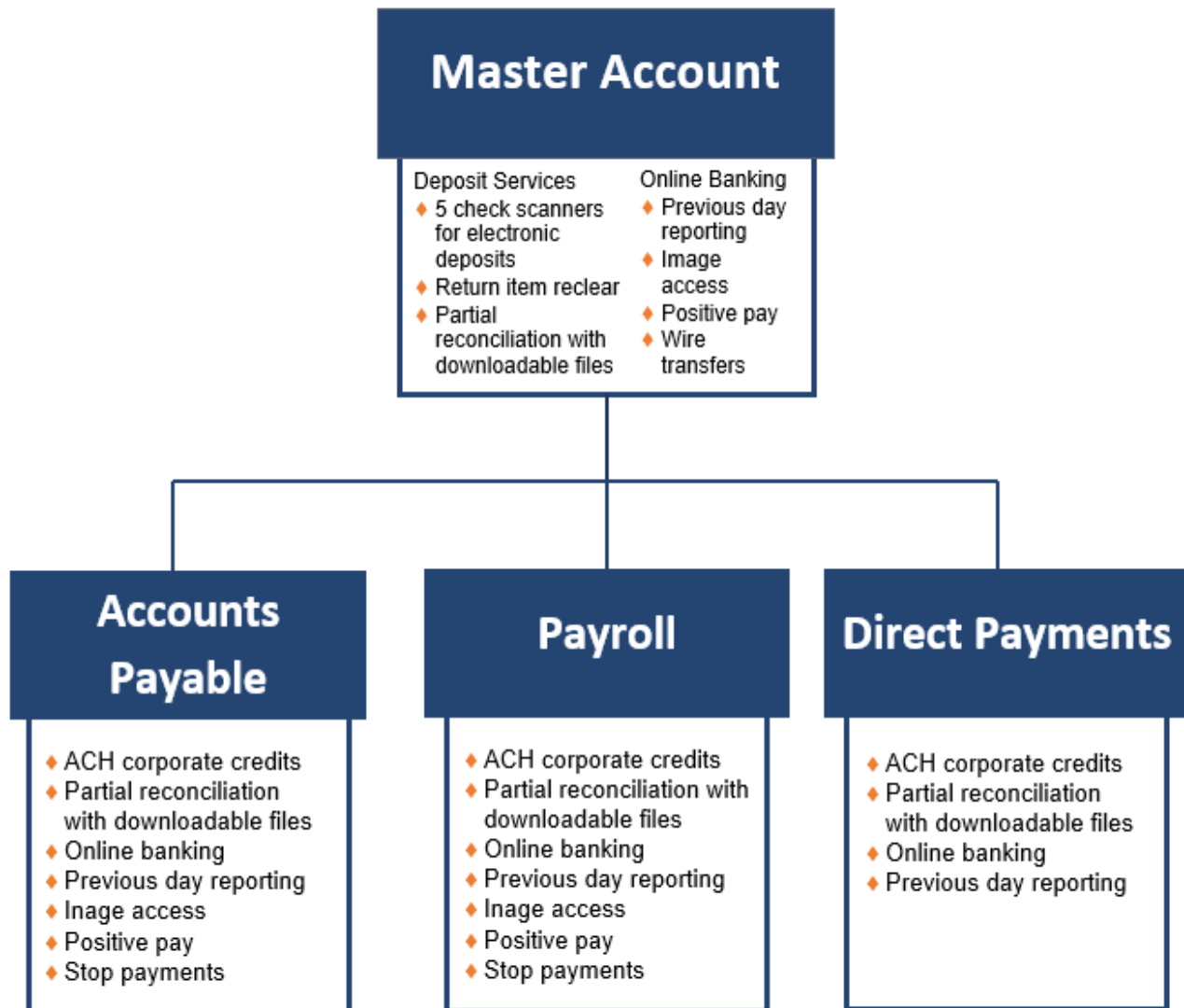
Proposal tabulations, with recommended award, will be posted for review by interested parties on the Purchasing Web site at: <https://www.southflorida.edu/community/doing-business-with-sfsc/purchasing/active-bids> and the BULLETIN BOARD located in the Business Office (Bldg. C-1) of South Florida State College, Avon Park, Florida, on or about March 1, 2021, and will remain posted for a period of seventy-two (72) hours. Award information will not be given out over the telephone. Failure to file a protest within the time prescribed in Section 120.53(5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Protestors are required to post a bond equal to 5% of the accepted proposal per Florida Statute 255.0516. SFSC will follow the statutory procedures for the resolution of protests arising from the contracting process.

## TIME TABLE FOR AWARD OF BANKING SERVICES CONTRACT

Activity	Date	Time	Place
RFP Issued	January 27 <sup>th</sup>		Posted on College website and mailed to known vendors
RFP Questions Due	February 18 <sup>th</sup>		
RFP Responses Due	February 22 <sup>nd</sup>		Business Office
Evaluation of Bids by Review Committee	February 24 <sup>th</sup>		Business Office
Staff Meeting to Recommend Award	March 1 <sup>st</sup>		To be posted on Purchasing website
Posting of Recommended Award	March 8 <sup>th</sup>		Business Office
Commencement of Contract	April 1 <sup>st</sup>		

## SUMMARY OF FINANCIAL ACTIVITY

### Banking Services Summary: Account Schematic



**Banking Services Summary: Specific Information****Specific Volumes for May 1, 2020 - July 31, 2020**

<b>Depository Services</b>	<b>Total # of Transactions</b>	<b>Average Monthly Transactions</b>
Account Maintenance	4	4
Banking Center Deposit	100	33
General Checks Paid	1,940	647
Returns/Reclears	-	-
Checks deposited (scanned and electronically deposited)	274	91
<b>Cash Vault Services</b>		
Curr/Coin Deposited (per \$100 baking center)	-	-
<b>ACH Services</b>		
Electronic Debits (incoming ACH debits)	158	53
Electronic Credits (incoming ACH credits)	401	134
ACH Monthly Maintenance	3	1
ACH Input Transmission	1,598	533
ACH Blocks & Filters Maintenance	12	4
Delete/Reversals - Batch/File	47	16
<b>Wire Services</b>		
Direct Wire Maintenance	-	-
Cust Maint Template Storage	-	-
<b>Cancelled Checks - Electronic Storage</b>		
Image Access per Month	-	-
Image Access per Item	-	-
<b>Account Reconciliation Services</b>		
Deposit Recon Maintenance	-	-
Deposit Recon per Item	-	-
Partial Recon Maintenance	-	-
Partial Recon per Item	-	-
Partial Ppay Maintenance	12	4
Partial Ppay per Item	2,587	862
Partial Recon Output Transmission	-	-
<b>Information Services - Online Cash Management</b>		
Direct per Account Fee	1	1
<b>Deposits</b>		
Bank Deposit Count	100	
Bank Deposit Total	\$23,873	
Automated Transfer Credit Count	93	
Automated Transfer Credit Total	\$6,253,707	
Merchant Services Count	388	
Merchant Services Total	\$7,636,561	
Wires Count	1	
Wires Total	\$14,075	
<b>Average Balance</b>	<b>\$5,010,530</b>	

## General Information

### Annual Total Disbursements

Disbursements	Total Funds	Checks	Direct Deposit/ACH
Payroll	\$11,384,188	\$215,329	\$11,168,854
Accounts Payable	\$25,231,851	\$11,814,237	\$11,719,251

## Merchant Services Summary

See the General Information (above) related to deposits under the Banking Services Summary for a summary of credit card deposit volumes.

## RESPONSE FORMS

Following are response forms that are to be used to respond to the bid. Note that a company can bid on just the banking services, the merchant services, both, or none at all.

**SOUTH FLORIDA STATE COLLEGE  
RFP 21-01  
Response Form – Banking Services**

**Page 1 of 3**

The following information must be provided:

1. Explain the methodology for the computation of interest to be paid the College for the amounts invested:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. List any exceptions or changes to the service requirements specified:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Compensating balance required to provide services specified at no charge= \$\_\_\_\_\_.
4. Indicate pages or tabs where information pertaining to the following can be found in bid response:
  - a. Online cash management system \_\_\_\_\_
  - b. System to receive cancelled checks \_\_\_\_\_
  - c. Electronic Deposit of Checks \_\_\_\_\_
  - d. Positive Pay (Fraud prevention measures) \_\_\_\_\_
  - e. ATM \_\_\_\_\_
  - f. Disaster preparedness plans \_\_\_\_\_
  - g. Transitional plan \_\_\_\_\_
  - h. Related party banking arrangements \_\_\_\_\_

The proposer is required to complete the following pricing list. Indicate "N/C" if there is no charge for an item. Indicate "N/A" if service is not available. If the proposer wishes to incorporate additional service items or proposed alternative services, please use blanks provided. Services provided the College will be based on these charges during the entire contract period. The College will not be responsible to the Bank for payment of charges not listed below or attached hereto. Please be reminded that services listed in the "Scope of Banking Services" section must be provided at "no charge" or must be listed as an exception in Item 2 of the Bid Response Form.

**SOUTH FLORIDA STATE COLLEGE  
RFP 21-01  
Response Form – Banking Services**

**Page 2 of 3**

**Pricing List**

<b>Depository Services</b>	<b>Unit Charge</b>
Account Maintenance	
Banking Center Deposit	
QBD/Night Drop Deposit	
General Checks Paid	
Returns/Reclears	
Checks Deposited	
Plastic Overnight Deposit Bags	
Pre-printed Deposit Slips	
Rubber Stamps	
<b>Cash Vault Services</b>	
Curr/Coin Deposited per \$100 qbd/nd	
Curr/Coin Deposited per \$100 banking center	
<b>ACH Services</b>	
Electronic Debit (incoming ACH debits)	
Electronic Credit (incoming ACH credits)	
Consumer On-Us Credits	
ACH Monthly Maintenance	
ACH Input-Transmission	
ACH Blocks & Filters Maintenance	
ACH Originating Addenda	
Delete/Reversals - Batch/File	
<b>Wire Services</b>	
Direct Wire Maintenance	
Cust Maint Template Storage	
Electronic Wire Out-Book DB	
Wires Out	

<b>Cancelled Check - Electronic Storage</b>	<b>Unit Charge</b>
CD ROM Maintenance	
CD ROM per CD	
CD ROM per Item	
<b>Account Reconciliation Services</b>	
Deposit Recon Maintenance	
Deposit Recon per Item	
Partial Recon Maintenance	
Partial Recon per Item	
Partial Ppay Maintenance	
Partial Ppay per Item	
Partial Recon - Output Transmission	
<b>Information Services - Online Cash Management</b>	
Direct Previous Day Maintenance	
Direct per Account Fee	
Direct Previous Day Std Item	
Direct Paid Item Inquiry	
<b>Miscellaneous Services</b>	
Photocopies (as needed)	
Other anticipated service charge not included	

**SOUTH FLORIDA STATE COLLEGE**  
**RFP 21-01**  
**Response Form – Banking Services**

**Page 3 of 3**

Several documents must accompany this Response Form for your proposal to be complete. Please review the “Submission Requirements” section carefully for compliance.

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name and Title \_\_\_\_\_

Institution Name/Address \_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_



**SOUTH FLORIDA STATE COLLEGE**  
**Request for Proposals for Banking & Merchant Services**  
**RFP 21-01**  
**Response Form – Merchant Services**

**Page 1 of 1**

The following information must be provided:

1. Indicate pages or tabs where information pertaining to the following can be found in bid response:

- |    |  |       |
|----|--|-------|
| a. | Rate and Fee Structure                           | _____ |
| b. | Type of POS terminals and cost per terminal      | _____ |
| c. | Describe your funds availability policy          | _____ |
| d. | How are chargebacks/disputes handled?            | _____ |
| e. | How is the college billed for the merchant fees? | _____ |

2. List any exceptions or changes to the service requirements specified:

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Several documents must accompany this Response Form for your proposal to be complete. Please review the "Submission Requirements" section carefully for compliance.

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name and Title \_\_\_\_\_

Institution Name/Address \_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

**SOUTH FLORIDA STATE COLLEGE**  
**Request for Proposals for Banking & Merchant Services**  
**RFP 21-01**

**No Proposal Response Form**

We will not submit a proposal in response to RFP 21-01 for the following reason(s):

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Signature \_\_\_\_\_ Date \_\_\_\_\_

Name and Title \_\_\_\_\_

Institution Name/Address \_\_\_\_\_

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Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

- A. All responses shall become the property of the South Florida State College (hereafter: College).
- B. **Florida Statutes** as a whole and/or as shown below, will be complied with:

**287.087.** Drug Free Work Place

**287.133(3)(a).** Public Entity Crimes

**287.134.** Discrimination

**287.087.** Preference to businesses with drug free workplace programs

SFSC will break any tie bids/proposals by awarding to a business that has implemented a drug free workplace program; if still tied, SFSC shall consider Service Disabled Veterans Owned Business (certified by State Department of Management). If still tied, when all these factors are still equal, finally, by flip of a coin, with tied representatives present at the coin flip. (business with corporate office closer to Highlands Campus calls the flip).

In order to have a drug free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, 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 employee 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 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if 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.

NOTE: PLEASE INCLUDE YOUR DRUG FREE STATUS AS PART OF THE GENERAL COMMENTS IN YOUR PROPOSAL OR WHERE INDICATED ON ANY BID FORM.

**287.133. Public entity crime; denial or revocation of the right to transact business with public entities:**

(2)(a) 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**287.134. Discrimination; denial or revocation of the right to transact business with public entities:**

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract or provide goods and services to a public entity, may not submit a bid on a contract with a public entity for 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with a public entity.

- C. Responses are due and must be received in accordance with the instructions given in the announcement page.
- D. The College will not reimburse respondent(s) for any costs associated with the preparation and submittal of any responses.
- E. Respondents, their agents and associates shall refrain from contacting or soliciting any College Official and that contact may be made ONLY with the individual(s) listed in this document for additional information and clarification.
- F. Due care and diligence have been exercised in the preparation of this document and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the service required rest solely with those making response. Neither the College nor its representative shall be responsible for any error or omission in the responses submitted, nor for the failure on the part of the respondents to determine the full extent of the exposures.
- G. All timely responses meeting the specifications set forth in this document will be considered. However, respondents are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the College and preference will be given to those responses in full or substantially full compliance with them.
- H. Each respondent is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, the State of Florida and all local rules and regulations. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response.

- I. The College, at its discretion, reserves the right to waive minor informalities or irregularities in any responses, to reject any and all responses in whole or in part, with or without cause, and to accept that response, if any, which in its judgment will be in its best interest.
- J. Award will be made to the respondent whose submittal is determined to be the most advantageous to the College, taking into consideration those responses in compliance with the requirements as set forth in this document. The College reserves the right to reject any and all responses for any reason or make no award whatsoever or request clarification of information from the respondents.
- K. Any interpretation, clarification, correction or change to this document will be made by written addendum issued by the College Purchasing Department. Any oral or other type of communication concerning this document shall not be binding.
- L. Responses must be signed by an individual of the respondent=s organization legally authorized to commit the respondent=s organization to the performance of the product(s) and/or service(s) contemplated by this document.
- M. Unless otherwise stated in the specifications, the following Insurance Requirements must be met before delivery of goods and services:
  - 1. **Workers' Compensation** - to meet statutory limits in compliance with the Workers' Compensation Law of Florida. This policy must include Employer Liability with a limit \$100,000 for each accident, \$500,000 disease (policy limit) and \$100,000 disease (each employee)
  - 2. **Commercial General Liability** - coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. This shall include coverage for:
    - ◆ Premises/Operations
    - ◆ Products/Completed Operations
    - ◆ Broad Form Contractual Liability
    - ◆ Independent Contractors
  - 3. **Business Auto Liability** - coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. This shall include coverage for:
    - ◆ Owned Autos
    - ◆ Hired Autos
    - ◆ Non-Owned Autos
  - 4. **Special Requirements**
    - a. A copy of the vendor's current certificate of insurance MUST be provided with the response to this ITB, RFP, etc., for review and approval. A formal certificate shall be provided upon announcement that a vendor has been awarded the work as called for in this document. The formal insurance certificate shall comply with the following:
      - 1) South Florida State College, a part of the State of Florida State College System, and its District Board, it's Officials, Agents, Employees, and Volunteers will be named as an "Additional Insured" on both the General Liability and Auto Liability policies.
      - 2) The College will be given notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt

requested, and addressed to the Purchasing Coordinator, 600 W College Dr., Avon Park, FL 33825-9399

- b. It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.
  - c. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.
- N. South Florida State College reserves the right to direct purchase bulk materials when it is advantageous to the College because of tax savings or special pricing available to the College.
- O. If submitting a response for more than one project, each response must be in a separate envelope and correctly marked.
- P. **Conflict of Interest**

No college employee shall solicit or accept anything of value from a current or prospective supplier for personal gain. In accordance with F.S.112. Part III (Code of Ethics for Public Officers and Employees), no college employee shall, while acting in a private capacity, rent, lease or sell realty, goods or services to the college without first obtaining the approval of the president.

Any award hereunder is subject to Chapter 112 Florida Statutes concerning conflict of interest. All Proposers must disclose the name of any officer, director, Board of Trustee, or agent who is also an employee of the State of Florida or any of its agencies. All Proposers must disclose the name of any College employee who owns, directly or indirectly, an interest of 5% or more in the Proposer's firm or any of its branches or dealerships.

Conflict of interest can occur by employees giving preference to donors of the College and its Foundation. As a consequence, when considering vendors for any purchase, no college employee shall solely do business with a donor because they are a donor. Employees should always strive to purchase items where the highest quality item can be obtained for the lowest cost. Significant transactions (more than \$10,000) that might occur between significant donors and the College or Foundation will include documentation justifying the economy of the transaction. Significant donors are those that have given or plan to give more than \$10,000 in a calendar year.

Q. **Cooperative Purchase**

The College reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, political subdivisions, school districts, community colleges, colleges and universities including nonpublic schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The supplying vendor/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.

The College assumes no authority, liability, or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the vendor/contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.

## **ADDITIONAL TERMS AND CONDITIONS**

All pages included in or attached by reference to this document shall be called and constitute the submittal as stated on the front page of this document. Vendors who will not be submitting a proposal are requested to notify us and indicate why they are not bidding. Vendors who fail to respond to two or more consecutive announcements may be removed from the College's Vendor bidding list.

NOTE: ANY AND ALL SPECIAL/SPECIFIC CONDITIONS, INCLUDING SPECIFICATIONS/SCOPE OF WORK, ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

## **PLEASE READ!**

### **Common Problems that may Result in Rejection**

The following is a listing of some of the more common mistakes/problems that may result in Proposals being rejected. This is only a partial listing therefore; the Response documents should be thoroughly reviewed before submitting your response.

**Failure to sign the areas where requested.**

**Failure to fill out the documents in ink, typewriter or via computer.**

**Failure to initial any changes.**

**Taking exceptions.**

**Failure to meet the minimum requirements of the specifications.**

**Failure to provide all required information/documentation.**

**Failure to deliver the response on time to the proper location.**

**Failure to sign and return all addenda (if any).**

## **REMINDER**

<b>SOUTH FLORIDA STATE COLLEGE - REQUEST FOR PROPOSALS</b>
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RFP 21-01 Banking Services

<b>Due: 2:00 P.M., EDT, Monday, February 22, 2021</b>
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<b>To: Purchasing/Business Office 600 West College Drive, Bldg. C-1 Avon Park, Florida 33825 (27.568699, -81.509215)</b>
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