



**SOUTH FLORIDA STATE COLLEGE FOUNDATION
REQUEST FOR PROPOSALS
FOR
BANKING SERVICES
RFP 21-02**

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GENERAL INFORMATION

The South Florida State College Foundation (hereinafter referred to as the "Foundation") 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 Foundation to have one bank that provides all the 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 Foundation 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 Foundation's point of contact for all matters relating to this RFP is Melissa Lee, Assistant Treasurer. If there are any questions concerning the RFP directly in writing to Melissa Lee via email at 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 Foundation posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee, officer or agent of the Foundation 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**. Submit One (1) original (signed in blue ink) and one (1) copy, and an electronic version (via flash drive or CD) of your Proposal. Only one copy of the of the financial data related to the Bank's financial position and last two years audit is required to be submitted. The outside of the envelope should be clearly marked **Proposal for Banking Services: SFSC FOUNDATION RFP 21-02**. Proposals submitted by banks will be opened and recorded

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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 Foundation 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 21-02 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 Foundation, 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 Foundation 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 Foundation.

- B. Along with a completed RFP 21-02 Response Form, each Bank shall provide information relative to its ability to provide the services that the Foundation 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).
- ◆ Name, title and location of the Bank Officer proposed to be the primary contact for the Foundation.
- ◆ Financial services available beyond those included in the proposal.
- ◆ Any other information the Bank believes to be relevant to the selection of a depository bank.
- ◆ Bank's proposed contract with the Foundation 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. **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. Foundation and Bank hereby agree that venue shall be in Highlands County, Florida.
- E. For additional information or questions, contact Melissa Lee, Assistant Treasurer, at purchasing@southflorida.edu

SCOPE OF SERVICES

The banking services detailed in this section will be performed for the Foundation 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 Foundation that a single bank will provide all the banking services specified in this proposal.

Banking Services

- A. **Description of Current Banking Services** -- The Foundation maintains a checking account to accept deposits and to pay checks for Foundation purposes. The Foundation checking account will be used to accept deposits of Federal, State and Local grants as well as all incoming contributions, rents or other source of revenue coming to the Foundation.
- 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, and wire transfers. 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 Foundation to have all available monies on deposit earning interest. Please submit any and all options to accomplish this objective. The Foundation intends to have all monies on deposit treated and reported as funds on deposit. The Foundation intends to have none of its monies invested in re-purchase agreements unless the Foundation obtains either the actual securities or third-party safekeeping receipts protecting the interest of the Foundation in the securities pledged by the Bank.

Proposing banks are to respond as to how Foundation 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**

- a. Cancelled checks are expected to be returned to the Foundation in an electronic format. A description of this arrangement should be included in the response. The manner that this is customary for the responding bank should be indicated as well as any associated fees.
- b. Designated Bank personnel to handle the accounts of the Foundation, i.e., assigned contact people who are dedicated to the Foundation's account whom Foundation personnel can contact on an as-needed basis. One individual will be designated as the primary contact or "Account Manager."
- c. Statements of all accounts shall be cut off at the close of the last working day of the month and delivered within ten (10) working days after the last day of the month. Statements will show the amount invested, the interest rate and the interest earned on a daily basis. Itemized detail regarding all checks and deposits is expected.
- d. The Foundation offices are located in Avon Park and as such the Bank's branch that is nearest will be the main branch utilized for the conduct of Foundation business.
- e. Deposits made by 2:00 p.m. shall be credited to that day.
- f. All NSF checks will be automatically re-deposited a second time by the Bank before being returned to the Foundation.
- g. Provide all banking services required by the Foundation including endorsement stamps, rapid business deposit plastic bags, coin wrappers, currency straps, and night deposit service.
- h. Electronic Deposit of Checks is currently accomplished with the use of **one** scanner provided by the bank to the Foundation. 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.
- i. Supply the Foundation's three-part deposit slips to Foundation specifications as to design, color, paper stock, and MICR encoding.
- j. The Bank will not make assignment of service(s) without Foundation approval.
- k. The Bank can summarize its disaster preparedness plans so that the Foundation 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 Foundation directly or to current students or alumni based upon the Foundation's relationship with the Bank.

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

SUMMARY OF FINANCIAL ACTIVITY

Volumes for May 1, 2020 - July 31, 2020	
Disbursements	
Total Cash	\$283,076
Total # Checks	43
Accounts Payable	\$282,530
Deposits	
Bank Deposit Count	50
Bank Deposits Total	\$212,131
Available Checking Balance	\$1,040,371

SELECTION PROCESS

The Foundation 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 Foundation, is the most advantageous to the Foundation, taking into consideration all aspects of the Bank's response, including the total net cost to the Foundation, as well as all of the criteria set forth in this RFP.

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 21-02 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 Foundation 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 Foundation. If changes are made, an Addendum will be sent to all proposers of record.

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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. The Foundation 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 th		Posted on College website and mailed to known vendors
RFP Questions Due	February 18 th		Business Office
RFP Responses Due	February 22 nd		Business Office
Evaluation of Bids by Review Committee	February 24 th		Business Office
Staff Meeting to Recommend Award	March 1 st		To be posted on Purchasing website
Posting of Recommended Award	March 8 th		Business Office
Award by Foundation to Board	March 9 th		Jacaranda Hotel
Commencement of Contract	April 1 st		

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.

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Response Form – Banking Services
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The following information must be provided:

1. Explain the methodology for the computation of interest to be paid the Foundation for the amounts invested:

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

3. Indicate pages or tabs where information pertaining to the following can be found in bid response:
 - a. Online cash management system

 - b. Electronic Deposit of Checks

 - c. System to receive cancelled checks

 - d. Disaster preparedness plans

 - e. 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 Foundation will be based on these charges during the entire contract period. The Foundation 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.

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Response Form – Banking Services

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Pricing List

Banking Service	Unit Charge
Interest Rate	
Depository Services	
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	
Miscellaneous Services	
Cancelled Check Charges	
Photocopies (as needed)	
Other anticipated service charge not included	

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. _____

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Request for Proposals for Banking
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No Proposal Response Form

We will not submit a proposal in response to RFP 21-02 for the following reason(s):

Signature _____ Date _____

Name and Title _____

Institution Name/Address _____

Telephone No. _____ Fax No. _____

GENERAL TERMS AND CONDITIONS

- A. All responses shall become the property of the South Florida State College Foundation (hereafter: Foundation).
- 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 Foundation 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 Foundation 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 Foundation 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 Foundation 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 Foundation, 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.

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- J. Award will be made to the respondent whose submittal is determined to be the most advantageous to the Foundation, taking into consideration those responses in compliance with the requirements as set forth in this document. The Foundation 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 South Florida State 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, its Officials, Agents, Employees, and Volunteers will be named as an "Additional Insured" on both the General Liability and Auto Liability policies.
 - 2) The Foundation 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.

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- c. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.

N. If submitting a response for more than one project, each response must be in a separate envelope and correctly marked.

O. Conflict of Interest

No Foundation 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 Foundation employee shall, while acting in a private capacity, rent, lease or sell realty, goods or services to the Foundation 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 Foundation 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 Foundation and its Foundation. As a consequence, when considering vendors for any purchase, no Foundation 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 South Florida State 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.

P. Cooperative Purchase

The Foundation 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 Foundation 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 Foundation'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

SOUTH FLORIDA STATE COLLEGE FOUNDATION-REQUEST FOR PROPOSALS

RFP 21-02 Banking Services

Due: 2:00 P.M., EDT, Monday, February 22, 2021

Purchasing/Business Office

600 West College Drive, Bldg. C-1

Avon Park, Florida 33825

(27.568699, -81.509215)