

Polk State College

Request for Proposals
for
BANKING SERVICES

RFP 2018-01



Proposals Due – March 6, 2018 @ 4:00 p.m. EST

Proposals Opening – March 6, 2018 @ 4:15 p.m. EST
Room WAD 236

<https://www.polk.edu/purchasing/>

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2. Proposal and Contact Information

Submit Proposals To:

Polk State College
Purchasing Department
999 Ave. H, NE
Winter Haven, FL 33881

Contact Information:

Mark Lillquist
Purchasing Director
Phone: 863-297-1083
E-Mail: MLillquist@polk.edu

Angie Armbruster
Purchasing Specialist
Phone: 863-669-2918
E-Mail: Aarmbruster@polk.edu

Location (Physical Address):

Polk State College
Purchasing Department
999 Ave. H, NE
Winter Haven, FL 33881

General Information:

RFP Title:	Banking Services
RFP Number:	RFP 2018-01
Proposal Due Date and Time:	March 6, 2018 @ 4:00 p.m. EST
Proposal Opening Date and Time:	March 6, 2018 @ 4:15 p.m. EST Room WAD 236
Issue Date:	January 29, 2018

3. Calendar of Events

Listed below are the important actions and dates/times by which the actions shall be taken or completed. If the College finds it necessary to change any of these dates/times, it will be accomplished by an addendum. All listed times are local Eastern Standard Time.

Calendar of Events

Date	Time	Action
January 29, 2018		Release of RFP to Public
N/A	N/A	Non-Mandatory Site Visit
February 12, 2018	5:00 p.m.	Last Day for Written Inquiries and Notice of Intent to Propose
February 19, 2018		Anticipated Date answers to Written Inquiries will be posted on the College's Website
March 6, 2018	4:00 p.m.	Proposals Due to Purchasing Office WAD 139
March 6, 2018	4:15 p.m.	Proposal Opening, includes Review of Mandatory Responsiveness Requirements (Fatal Criteria) Room WAD 236
March 9, 2018		Anticipated Commencement of Proposal Evaluations
April 23, 2018		Anticipated Recommendation to the Board of Trustees for Approval
June 1, 2018		Anticipated Commencement of Contract

4. Definitions

- a) **Automated Clearing House (ACH):** The ACH Network is a highly reliable and efficient nationwide batch-oriented electronic funds transfer system governed by the NACHA OPERATING RULES, which provide for the interbank clearing of electronic payments for participating depository financial institutions. The Federal Reserve and Electronic Payments Network act as ACH Operators, central clearing facilities through which financial institutions transmit or receive ACH entries.
- b) **Breach of Contract:** The condition of the relationship between the College and the Service Provider which exists when the Service Provider fails to perform under the terms and conditions of the contract which may result from this RFP.
- c) **CD/CD-R:** A recordable compact disc format.
- d) **Contract Non-Compliance:** Failure to meet or comply with any requirement or term of the contract.

- e) **Contract Services**: Where used herein, refers to those services provided by a service provider to the College, as described in this RFP document and pursuant to an executed contract.
- f) **Contract**: The agreement resulting from this RFP between the successful proposer and the College.
- g) **College**: Polk State College referred to in this RFP document as “Polk State,” “College,” or “the College.”
- h) **Desirable Conditions**: The use of the words “should” or “may” in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not in itself cause rejection of a Proposal.
- i) **Evaluation Team**: Identified by the Vice President of Administration and Chief Financial Officer to evaluate the responses and make a recommendation for award in the best interest of the College.
- j) **Mandatory Responsiveness Requirements/Fatal Criteria**: Terms, conditions, or requirements that shall 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 a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.
- k) **Minor Irregularity**: A variation from the RFP terms and conditions which does not affect the price proposed or give the proposer an advantage or benefit not enjoyed by the other proposers or does not adversely impact the interests of the College.
- l) **PDF**: Portable Document Format (PDF) is a file format created by Adobe Systems.
- m) **Proposals**: An offer in response to a RFP.
- n) **Proposer**: Company/person which submits a proposal. An Offeror.
- o) **RFP**: Request for Proposal. A formal request soliciting proposals. Includes specifications or Scope of Work and all contractual terms and conditions.
- p) **Service Provider**: The organizational entity serving as the primary Service Provider with whom a contract will be executed. The term Service Provider shall include all employees, subcontractors (if applicable), agents, volunteers, and anyone acting on behalf of, in the interest of, or for the Service Provider.
- q) **Successful Proposer/Service Provider**: The entity that will be performing as the Service Provider under any contract resulting from this RFP.
- r) **Vendor, Offeror, Proposer or Service Provider**: A legally-qualified corporation, partnership, or other entity submitting a proposal to the College pursuant to this RFP that will be performing as the Service Provider under any resultant contract.

5. General Conditions, Instructions, and Information for Proposers

1) Contact

Any questions concerning this RFP shall be directed to Mark Lillquist in the Purchasing Department as indicated in Section 2 - Proposal and Contact Information page. To ensure prospective proposers are presented the same information, all proposers are hereby instructed to contact only the staff members designated as resources for this RFP in

Section 2 - Proposal and Contact Information. Any other staff contact could create confusion or misinformation and may be cause for disqualification.

Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. The College will not be bound by oral responses to inquiries or written responses other than by addenda.

2) Proposal Submission

The College will receive proposals at the address listed in Section 2 - Proposal and Contact Information page. The outside of the sealed envelope/container **must** be identified as follows:

- Proposer's name
- Return address
- RFP number and title
- Due date and time

All documentation produced as part of this solicitation shall become the exclusive property of the College and may not be removed by the proposer or returned to its agents. The College shall have the right to use any or all ideas or adaptations of the ideas presented in any proposal. Selection or rejection of a proposal shall not affect this right.

3) Number of Copies

Proposers shall submit **one (1) original hardcopy, five (5) copies, and one (1) USB Flash Drive** with "all" documentation including the original proposal in a PDF format with all supporting documentation in a sealed envelope/container marked as noted above. Please label the USB Flash Drive with the solicitation number and your company's name (i.e "Copy" Acme Proposal 2018-01 to Polk State). The quantity of copies is required so that a full and complete copy of your proposal can be provided to each member of the Evaluation Team.

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

4) Due Date/Time

The time and date will be scrupulously observed. Proposals must be received in the Polk State Purchasing Department by the deadline. **Proposals and unsolicited amendments to proposals received after the specified time and date shall not be evaluated.** The College will not be responsible for late deliveries or delayed mail. The time clock located in the Purchasing Department shall serve as the official authority to determine lateness of any proposal. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, Eastern Standard Time. The proposer may submit the proposal in person or by mail/courier service. Faxed or electronically sent proposals will not be accepted. **Proposers are cautioned that all incoming mail to the College is received by the College's Central**

Services Department prior to its distribution to the individual departments. Therefore, at least a 24-hour distribution delay should be considered when mailing the proposals. The College cautions proposers to assure actual delivery of mail or hand-delivered proposals prior to the deadline set for receiving proposals.

5) Supplier Registration Requirements

Proposers who obtain RFP documents from other sources must officially register with the College's Purchasing Office in order to be placed on the mailing list for any forthcoming addenda or official communications. The College shall not be responsible for providing addendums to proposers who receive RFP documents from other sources.

Failure to register as a prospective proposer may cause your proposal to be rejected as non-responsive if you have submitted a proposal without an addendum acknowledgement for the most current and/or final addendum.

If you are not a registered Polk State vendor, and prior to award of this contract, you will need to complete our online Polk State Vendor Application Form and W-9 found on the purchasing website: <https://www.polk.edu/purchasing/>

If you are unsure about your registration status in the College's database, please e-mail Angie Armbruster at aarmbruster@polk.edu and include the company name and address.

6) RFP Documents

RFP documents are available online at <https://www.polk.edu/purchasing/bids-rfps/>. If you download the proposal from the Purchasing website, please contact the Purchasing Department at (863) 669-2918 and provide your contact information. This information will become a part of our vendor list.

7) Public Opening

Proposals shall be received by the Purchasing Department by the specified time and date. Proposals will be opened and only the names of the suppliers will be read. No other information will be discussed or read aloud. Failure to meet any of these mandatory responsiveness requirements will render a response non-responsive and result in rejection of the entire response. Further evaluation will not be performed. No points will be awarded for passing the mandatory responsiveness requirements. A public opening of the proposals for this RFP will occur as listed in Section 4 - Calendar of Events in room 236 of the Winter Haven Administration Building (WAD).

8) No Bid/Proposal

If not submitting a Proposal, vendors should submit a **Statement of No Proposal Submittal (Attachment I)** and give the reason(s) in the space provided. Failure to submit either a Proposal or a Statement of No Proposal Submittal may be cause for removal of the proposer from the mailing list.

9) Delays

The College, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the College to do so. The College will notify proposers of all changes in scheduled due dates by written addendum.

10) Proposal Withdrawal

Proposers may withdraw their proposals by notifying the Purchasing Department in writing at any time prior to the time set for the proposal deadline. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity (company business card and driver's license). Once opened, proposals become the property of the College and will not be returned to the proposers.

11) Additional Information

No additional information may be submitted, or follow-up performed, by any proposer after the stated due date unless specifically requested by the College.

12) Inquires

All proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the Purchasing Department in writing by the Calendar of Events, Last Day for Written Inquiries; failure to do so on the part of the proposer will constitute an acceptance by the proposer of any subsequent decision. Any inquiries or questions concerning the intent, meaning, and interpretations of this RFP shall be requested in writing to be received by the contact person in the Purchasing Department, by the date listed in the Calendar of Events, Last day for Written Inquiries and Notice of Intent. An addendum with answers on all received questions will be mailed or emailed to the proposer by or on the date listed in the Calendar of Events.

13) Posting of Intended Award and Addendum

Proposal tabulations with recommended awards will be posted for review by interested parties at the location where the proposals were due on or before March 20, 2018, and will remain posted for a period of 72 hours.

The College will also post all recommended awards and addenda and materials relative to this procurement on the College's Purchasing website:

<https://www.polk.edu/purchasing/bids-rfps/>

Interested parties are responsible for monitoring these sites for new or changing information relative to this procurement.

14) Posting of Award

The College anticipates an award to the proposer who submits the proposal judged to be the most advantageous to the College. Final approval of the proposal shall be by the District Board of Trustees of Polk State College at a regularly-scheduled public meeting. The proposer understands that this RFP does not constitute an agreement or a contract with the proposer.

15) Responses

The College prefers to receive a minimum of three (3) responses to solicitations for commodities and services. Therefore, if three responses are not received by the deadline, the deadline may be extended, or the solicitation for responses may be re-initiated.

16) Termination

If the awarded contract is terminated or cancelled, the College may elect to negotiate and award the proposal to the next ranked proposer or to issue a new RFP, whichever is determined to be in the best interest of the College. If the provider is not performing within the terms and conditions set forth by the College, the Vice President of Administration Services and Chief Financial Officer will notify the provider that the contract will be terminated as instructed below. The obligations of the College under this award are subject to the terms and conditions established by the Legislature of the State of Florida.

a. Termination at Will

The contract resulting from this RFP may be terminated by the College or the Service Provider 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.

b. Termination for Cause

The integrity, reliability, and qualifications of a bidder or proposer, with regard to the capability in all respects to perform fully the contract requirements, shall be determined by the College prior to the award of the contract and shall be monitored by the College throughout the contract term.

Default – If a vendor is in default on any contract awarded, the College shall follow the procedures contained herein:

(1) The College shall notify, in writing, any vendor who fails to adhere to contract terms and conditions. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure (such reasonable time should not generally be less than 10 days after receipt of such notice).

(2) Unless the vendor corrects its failure to perform within the time provided, or unless the College determines on its own investigation that the vendor's failure is legally

excusable, the College shall find the vendor in default and shall issue a second notice stating:

- (a) the reasons the vendor is considered in default;
- (b) that the College will repurchase or has repurchased the commodities or services.

The foregoing provisions do not limit, waive, or exclude the College's remedies against the defaulting Service Provider at law or in equity.

c. **Termination for Unauthorized Employment**

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of the contract resulting from this RFP.

17) Minority and Women Owned Businesses

Minority and Women Owned Businesses are encouraged to participate in all solicitations for responses conducted by the College. Category definitions may be reviewed in Chapter 288.703 of the Florida Statutes. Penalties for falsification and/or discrimination may be reviewed in Chapter 287.094. **See Attachment D, Minority and Women Owned Business Declaration Form.**

18) Proposal Preparation Costs

Neither the College nor its representatives shall be liable for any expenses incurred in connection with the preparation of a proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP. Proposing firms shall pay all costs associated with the preparation of the proposals, including the cost of any visits to the campus.

19) Accuracy of Proposal Information

Any proposer that submits in its proposal to the College any information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect shall be disqualified from consideration.

20) Disqualification

The College reserves the right to disqualify responses, before or after opening, upon evidence that the proposer is not qualified by experience, is not in a position to do work specified in the time allotted, or upon evidence of collusion with intent to defraud or other unethical or illegal practice. The College also reserves the right to disqualify responses from firms or individuals who have in the past failed to meet the specifications, requirements, or expectations of past or present agreements, contracts, or awards for products and/services.

21) Attorney's Fee

In the event the proposer breaches the contract between the proposer and the College or the specifications of this RFP, and the College is required to take legal action to resolve the breach or to recover any monies which may be due hereunder, the proposer shall pay all costs for such legal action or collection, including reasonable attorney's fees, court costs, discovery costs, and any other costs related to this action.

22) Public Entity Crimes

Award will not be made to any person or affiliate identified on the Department of Management Services "Convicted Vendor List." This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two, with any person or affiliate on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, proposers attest that they have not been placed on the "Convicted Vendor List." Due to guidelines for the use of grant funds, no person or vendor will be considered that appears on the Federal "Excluded Parties List" found at the following link: <https://www.epls.gov/>. This list is provided by General Services Administration (GSA) for the purpose of efficiently and conveniently disseminating information on parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment. By signing and submitting the RFP proposal forms, proposers attest that they have not been placed on the "Excluded Parties List."

23) Public Records

All proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119.071 (1)(b) and Chapter 119.071 (1)(c), Florida Statutes. Bidders are cautioned that Florida law generously defines what constitutes a public record; see, for example, section 119.07 of the Florida Statutes.

NOTE: If proposers believe any of their material(s) are exempt from disclosure and public records, they must identify specifically any information contained in their proposal, clearly segregate and mark that information, specify the Florida Statute which they consider to be exempt from disclosure, citing specifically the applicable exemption law and briefly describe in writing the grounds for claiming exemption from the public records law. A general notation that information is "Confidential" will not be sufficient. Any material submitted in

response to this solicitation will become a public document pursuant to Section 119.07, Florida Statutes **if not** identified as noted above. This includes material that 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, Florida Statutes. In no event shall the College or any of its employees or agents be liable for disclosing, or otherwise failing to protect the confidentiality of, information submitted in response to this solicitation.

24) Acceptance/Rejection

The College reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. The College reserves the right to make the award to that proposer who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College. The College reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in the College's opinion, is not in a position to perform properly under the award.

25) Disputes and Protests

Any protest of an award or recommendation to award shall be governed by Polk State College protest procedures, which will require the protester to file the notice of protest within 72 hours. Upon such notice, the College will also require the protester to file a \$250.00 non-refundable filing fee and a protest bond in the in an amount equal to two percent (2%) of the estimated contract amount, bid, or proposal amount. If no contract price was submitted, the College shall estimate the contract amount based on factors including, but not limited to, the price of previous or existing contracts for similar contracts or services. If the protest is successful, the posted security will be refunded in full.

Failure to timely file a protest or failure to timely deliver the required filing fee and security bond in accordance with the Florida Statute 120.57 must constitute a waiver of any right to protest proceedings.

26) Compliance

All proposers are required to comply with all federal, state, and local laws, codes, rules, regulations, ordinances, and policies of the College's District Board of Trustees which may be applicable to the action or operation of this RFP. Relevant laws may include, but are not limited to: The Americans with Disabilities Act of 1990, OSHA regulations, all Civil Rights legislation, and all employment and minimum wage laws.

27) EEO Statement

Polk State College does not discriminate on the basis of race, color, national origin, ethnicity, sex, age, religion, sexual orientation, marital status, veteran status, genetic information, disability, or pregnancy in its programs, activities, or employment. Inquiries

regarding the non-discrimination policies may be directed to: Val Baker, Equity Officer, (863) 292-3602, E-Mail: Vbaker@polk.edu.

28) Conflict of Interest

All proposers must disclose with the proposal the name of any officer, director, agent who is also an employee of the College or a member of the College's District Board of Trustees. All proposers must disclose the name of any College employee or member of the College's District Board of Trustees who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm.

29) Affirmation

By submission of a proposal, proposer affirms that his/her proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. Proposer agrees to abide by all conditions of this RFP and the resulting contract. (See **Attachment G - Vendor Signature Sheet**).

30) Request for Proposal Terms

By submitting a proposal, the proposer acknowledges that he/she has read this Request for Proposal, understands it, and agrees to be bound by its terms and conditions. Proposals must be made in the official name of the firm or individual under which the business is conducted, signed by a person authorized to sign contracts on behalf of the firm, and submitted with the completed RFP. Each responding firm shall submit only one proposal. All proposals received shall remain firm for a period of one (1) year after the date specified for the receipt of the proposals. (See **Attachment G - Vendor Signature Sheet**).

31) Licenses

It shall be the sole responsibility of the Service Provider to obtain and maintain, at no additional cost to the College, any and all licenses as required by all federal, state, county, municipal, and local governments.

32) Federal and State Taxes

Polk State College is exempt from Federal Tax and State Sales and Use Tax. Upon request, the College will provide an exemption certificate to the vendor.

33) Mandatory Responsiveness Requirements/Fatal Criteria

The College shall reject any and all proposals that do not meet mandatory responsiveness requirements as defined below:

Mandatory Responsiveness Requirements are those terms, conditions, or requirements that shall be met by the proposer to be responsive to this RFP. Failure to meet these responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.

34) Right to Reject Proposal Submissions and Waiver of Minor Irregularities

The College reserves the right to reject any and all Statement of Qualifications and/or Technical Response/Service Delivery Narrative or to waive minor irregularities when to do so would be in the best interest of the College. Minor irregularities are defined as a variation from the Request for Proposal terms and conditions which do not affect the price proposed, or give the proposer an advantage or benefit not enjoyed by other proposers, or do not adversely impact the interests of the College. The College may correct minor irregularities, but is under no obligation to do so whatsoever.

35) Site Visit and Proposers' Conference

- a. The College Site Visit - **There will not be a site visit scheduled for this RFP.**
- b. Proposers' Conference - **There will not be a proposers' conference scheduled under this RFP.**

36) Intent to Propose

In order to plan for a timely and efficient review process, Notice of Intent (NOI) to propose is requested by the date specified in Section 4 - Calendar of Events. The College understands that the submission of a NOI is non-mandatory, or a commitment to submit a proposal, nor is information contained therein considered binding on the submitter. Proposers are requested to submit a letter, email, or fax to the contact persons listed in Section 2 - Proposal and Contact Information, with the company's name, contact person(s), physical mailing address, phone and fax numbers, and email address with a note stating they plan to submit a proposal.

Note: Although a proposal may be submitted without an NOI, proposers should be aware that any revisions/clarifications/supplemental instructions to this RFP will be issued in a written addendum(s) to the proposers who have returned NOIs.

37) College Required Scope Changes

During the term of the contract, the College may unilaterally require, by written notice, changes altering, adding to, or deducting from the contract specifications, provided that such changes are within the general scope of the contract. The College may make an equitable adjustment (i.e., increase or decrease in rate, reimbursement for costs, etc.) if the change affects the cost or service delivery. The Service Provider will be required to expeditiously execute an amendment to effect such changes, which execution shall not be unreasonably withheld. The College shall endeavor to provide written notice to the Service

Provider thirty (30) days in advance of any College-required changes to the technical specifications and/or scope of service that affect the Service Provider's ability to provide the services as specified herein.

38) Other Requested Changes

In addition to changes in state or federal laws, rules, and regulations, College policies may change. Such changes may impact the College's service delivery in terms of materially increasing or decreasing the Service Provider's cost of providing services. There is no way to anticipate what those changes will be, nor is there any way to anticipate the costs associated with such changes. Either party shall have ninety (90) days from the date such change is implemented to request an increase or decrease in compensation or the applicant party will be considered to have waived this right. Full, written justification with documentation sufficient for audit will be required to authorize an increase in compensation. It is specifically agreed that any changes to payment will be effective the date the changed scope of services is approved, in writing, and implemented.

39) Debts and Encumbrances

The College shall not be liable or be required to pay and debts, claims, and encumbrances of the proposer or proposer's company incurred during the term of this agreement.

40) Credits

The proposer further covenants and agrees it will not in any manner use the credit of the College in connection with its said business or affairs. The proposer further covenants and agrees it will purchase goods and sign contracts only in its own name and at its own cost and expense.

41) Administrative Purposes

For administrative purposes throughout this document, the College is referring to a vendor, offeror, or proposer as "Service Provider" and any contract to be issued as a result of this RFP as "the contract" or "this contract." This does not mean or imply that any person or firm submitting a proposal to the RFP as a vendor, offeror, or proposer will ultimately be awarded a contract or otherwise become a Service Provider as that term is commonly understood. By utilizing the term "Service Provider" and "this contract" or "the contract" throughout this RFP, the College will be able to more quickly and efficiently transfer terms and conditions from this RFP document into a contract document.

6. Scope of Services Sought

1) Overview

Since 1964, Polk State College has offered high-quality, postsecondary education for the citizens of Polk County, along with students from throughout the state, nation, and abroad. With excellent academic support and classroom facilities and web-based classes, the College offers a variety of instructional methods to ensure student success.

The College desires to cultivate a relationship which would extend beyond the initial contract period. The College also desires that the successful vendor provide the maximum service and product presentation at the lowest possible cost to the students, faculty, and staff. In addition, the College desires an opportunity for the vendor to earn a reasonable return on investment based on the risk and efforts involved.

2) Existing Conditions

Currently the College has contracted with Wells Fargo Bank for its banking services.

3) Scope of Service

The College is soliciting the submittal of formal proposals from State of Florida qualified banking institutions to provide the College with professional banking services and cash management with terms, conditions, and specifications contained in this RFP. The purpose of this RFP is to identify the banking institution that can offer Polk State College the best value and the highest level of personalized and professional services that are both cost-efficient and easy to manage.

The College would prefer to contract with one provider for all the required banking services. However, in that certain services are provided independently of financial institutions, the College reserves the right to consider proposals for specific services requested herein separate from a complete proposal. To compensate for services provided, the College will make direct payments of fixed fees per actual transaction processes.

A proposer must be a federally or State of Florida chartered banking institution with banking facilities located within the city limits of Winter Haven. If the headquarters of the proposer is not located within the city limits, a branch bank or correspondent bank of the proposer located within the city must be able to provide the full range of banking services required by this RFP.

Proposer selected by the College as its depository must comply with Florida Law as it relates to public depositories – specifically Chapters 280, 136, 18, 230, and State Board of Education Rules 6A-14.075 and 6A-14.0765.

The bank cannot make assignment of services without the College's prior written consent. The College shall reserve the right to eliminate individual services if the charges associated with the services are considered by the College to be excessive.

The College intends and prefers to maintain for its operations the minimum number of accounts appropriate for its activity. The proposing bank should include in its proposal an explanation of its recommended account structure and a brief description of the cost/benefits rationale for its recommendation. The College also requests the capability to define its own structure and number of accounts.

Following the decision to award this contract based on the selection criteria specified herein, the requirements of the RFP, and upon agreement with the selected bank in final negotiations for the contract hereunder, the College reserves the right to negotiate to alter any of the terms or conditions for banking services which, in its opinion, are advantageous to the College. Furthermore, during the term of the contract, the College reserves the right to alter current terms or add any additional banking services which may become available and which, in its opinion, are advantageous to the College.

The College is to be notified immediately if any discrepancy is found with the College's deposit or if any counterfeit currency is included in the deposit. The College shall have the option to set minimum thresholds for these notifications.

The College, or its authorized representatives, shall have access to the books and records maintained by the bank, with respect to such College bank accounts at all reasonable times, including the inspection or copying of such books and records and all memoranda, checks, correspondence, or documents pertaining thereto. Such books and records shall be preserved by the bank as required by applicable regulatory bodies. Additionally, the College shall be provided annual financial reports to indicate the financial soundness of the institution.

4) Specific Services

The banking institution will provide the following general banking services:

- ACH Services
- Check Image Technology
- Controlled Disbursement Accounts
- Data Transmission Services
- Individual ACH Settlements
- Depository Account Services
- Overdraft Protection
- Full Account Reconciliation

- Merchant Services
- Stop Payments
- Payee Positive Payment Services
- Web-based Information Reporting Services
- Wire Transfer Services
- Zero Balance Accounts
- Banking Supplies

Additional banking services expected include:

- **INTEREST EARNING:** It is the College's intent to have all monies on deposit earning interest at the best available rate. Please submit best options to accomplish this. The College intends to have all monies on deposit treated as and reported as funds on deposit. Proposers are to respond as to how the College funds will be invested and how they will maintain compliance with safekeeping requirements. Investment options shall comply with requirements of State Board of Education Rule 6A-14.0765. The College reserves the right to invest any or all funds in excess of any required daily balances in any manner which will be in the best interest of the College.
- **NSF COLLECTION ACTIVITIES:** The bank will redeposit NSF checks a second time prior to debiting the College's account and returning the check to the College. Checks re-deposited shall be clearly stamped with a notation that this action has taken place. The check should be returned to the College if not honored on second attempt.
- **DISASTER RECOVERY:** The bank shall provide information regarding their disaster recovery plan including specific plans related to serving the College in the event of a disaster.
- **CONTINUOUS SERVICE:** The bank will have and maintain sufficient staff to support these requirements on a continuing basis without interruption of services. Severe or repeated breakdown of service for this reason will be cause for cancellation of the contract. The College requires that the bank designate one of its cash management service personnel who will act as a liaison with the College for matters regarding its account. The College reserves the right to approve the person designated and further reserves the right to approve in advance the designation of any successor liaison.
- **EMPLOYEE BENEFITS:** The bank shall state whether it may provide special low, or no fee, or other special term services to College employees, and provide specifics of any special account granted.

- **ADDITIONAL SERVICES:** With detailed information, please describe any additional services that proposer is able to offer and provide the College in relation to the scope of this RFP.
- **EMERGENCY EVENT:** In the event that Polk State experiences an emergency situation that prevents the College from conducting normal operations (such as a hurricane, fire, terrorist activity, or some other unforeseen incident), the financial institution serving the College will process the payroll records received the previous month for payment. The financial institution will work with the controller and CFO to make any corrections to this transaction once the emergency event has passed and the College has returned to normal operations.

5) Optional Services

In addition to the basic services described in this RFP, the College requests proposals for the optional services identified below and any additional services that the proposer thinks would be in the best interest of the College. The optional services proposal will be evaluated in conjunction with the basic services proposal and can be a deciding factor in the selection of the College's depository.

a) **Investment Services**

The College seeks to maximize interest income earnings while minimizing investment risk. The College anticipates an initial investment of approximately \$7 million in the short-term portfolio. A proposer should offer investment custody and advisory services for a short-term portfolio that is in compliance with Florida Statutes, 218.415 and State Board of Education Rule, Chapter 6A.14-0765. The proposal must certify that the program being proposed is derivative-free and complies with Florida Statutes and State Board of Education Rules relative to investments by state colleges.

b) **Automated Teller Machine (ATM)**

Currently, there are no ATM machines on any of the College campuses or centers. The minimum service level required is cash withdrawal. The College will provide space, lighting, electricity, climate control, and phone line access as required. Any costs not itemized above shall be the responsibility of the bank. The College will not have, under any condition, responsibility for maintenance or repair of the ATM, security equipment, or any ancillary equipment needed to service or maintain the unit. The bank shall have total responsibility for servicing both the banking and equipment function of the ATM. Provide pricing and/or service fee information for on campus ATM's with volume requirements for each fee threshold. Provide all costs associated with additional ATM machines at the College's other locations.

c) Special Employee Program

A proposer may offer College employees a comprehensive banking services package with benefits that exceed those available to individual bank customers. The proposal shall describe in detail the package being offered and show how it compares to the bank's standard offering of services for individual accounts.

6) Statement of Purpose

This Request for Proposal (RFP) is issued for the purpose of soliciting proposals from qualified vendors that must be licensed, certified, and primarily engaged in the business of providing banking services throughout the duration of the contract. The proposing bank must be a "Qualified Public Depository" as defined in Chapter 280, Florida Statutes, with a local branch located within the city limits of Winter Haven, Florida.

The College would prefer to contract with one provider for all the required banking services. However, in that certain services are provided independently of financial institutions, the College reserves the right to consider proposals for specific services requested herein separate from a complete proposal.

7) Service Start Date

The vendor(s) must have the capability to provide professional banking services, by the Calendar of Events, Anticipated Commencement of Contract. The College reserves the right to change the dates for the commencement of service delivery and the contract start date.

a) Term of Contract

It is anticipated that the initial term of any contract resulting from this RFP shall be for a five (5) year period. If it is deemed to be in its best interest, the College has the option, not the obligation, to renew the contract for additional five (5) one-year terms, predicated on satisfactory performance and evaluation of the vendor during the initial term.

b) References

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

1. **Client Name**
2. **Contact information, including telephone and email addresses**

c) Litigation History

Provide a statement of any material litigation or regulatory action that has been filed against your firm in the last five years and that has required disclosure in your annual financial statements. If an action has been filed, state and describe the litigation or

regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm, provide a statement to that effect.

7. Instructions for Preparing Proposals

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the proposer's capabilities to satisfy the requirements of this RFP. Emphasis in each proposal shall be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that proposers follow the format and instructions contained in the Proposal Submission Requirements (with particular emphasis on the **Mandatory Responsiveness Requirements**).

Proposals are due at the time and date specified in the Calendar of Events, Proposals Due/Proposal Opening, including Review of Mandatory Responsiveness Requirements (Fatal Criteria) and shall be submitted by mail to Polk State College, Purchasing Department, 999 Ave H, N.E. Winter Haven, FL 33881 or to the Purchasing Department's physical address Building WAD (Administration Building) if hand delivered. Proposals received late will not be considered, and no modification by the proposer of submitted proposals will be allowed. No College staff will be held responsible for the inadvertent opening of a proposal not properly sealed, addressed, or identified.

Before award, the College reserves the right to seek clarifications or request any information deemed necessary for proper review of submissions from any proposer deemed eligible for contract award. Failure to provide requested information may result in rejection of the proposal.

The College shall not be obligated to pay for information obtained from or through any proposer prior to entering into a contract with the successful proposer. Once opened, proposals become the property of the College and will not be returned to the proposers.

1) Proposal Format

This section prescribes the format in which the proposals are to be submitted. There is no intent to limit the content of the proposals. Additional information deemed appropriate by the proposer may be included, but must be placed within the relevant section. Additional tabs beyond those designated in this section will not be evaluated. The following paragraphs contain instructions that describe the required format for proposals.

Proposals should be limited to a page size of eight and one-half by eleven inches (8.5" x 11"). Fold out pages may be used, where appropriate, but should not exceed five percent

(5%) of the total number of pages of the entire proposal. All pages shall be sequentially numbered. It is recognized that existing financial reports, documents, or brochures may not comply with the just-prescribed format. They will be acceptable in current form and need not be reformatted.

All proposals must contain the sections outlined below. Those sections are called “Tabs.” A “Tab” as used here, is a section separator, offset and labeled, (Example: “Tab 1, Transmittal Letter with Executive Summary”), such that the evaluation team can easily turn to “Tabbed” sections during the evaluation process. Failure to have all copies properly “tabbed” makes it much more difficult for the College to evaluate the proposal.

2) Proposal Submission Requirements

a. Tab 1 – Transmittal Letter with Executive Summary (Mandatory)

The proposal shall include a Transmittal Letter with Executive Summary (narrative) synopsis of the proposer’s method of delivering the required services in compliance with the minimum requirements and Scope of Service outlined in the RFP. The synopsis shall contain sufficient detail addressing all elements of the required services and shall be prepared in such a manner that will clearly indicate the proposer’s understanding of, and intent to comply with, the requirements set forth in the RFP. The Transmittal Letter with Executive Summary shall be signed by a representative of the proposer authorized to bind the corporate entity submitting the proposal and shall be inserted under Tab 1 of the proposal.

The Transmittal Letter with Executive Summary shall also contain information addressing each of the following requirements:

1. Information indicating that the proposer is a corporation or other legal entity, if applicable.
2. Information on the proposed project team identifying each team member, skills, and related experience.
3. Proof that the proposer is registered to do business in Florida, evidenced by Articles of Incorporation or Fictitious Name Registration or Business License and, if applicable, a copy of the most recent Certification of Good Standing. (This information may be obtained from the State of Florida’s Secretary of State’s Office).
4. The proposer’s federal tax identification number.

5. A statement disclosing the name of any officer, director, employee, or other agent who is an employee of the College or a member of the College's District Board of Trustees who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer or its affiliates, including parent corporations. If no, a statement to that effect, as applicable, shall be provided.
6. Verification that the proposers are members of or have direct access to the Federal Reserve System. The proposer must provide a statement confirming its understanding that federal funds will be deposited and held in the College's bank accounts.
7. The proposer should disclose in its proposal any conditions or foreseeable circumstances (i.e., mergers, acquisitions, etc.) that would have an adverse effect on its ability to honor all terms of the contract or service it can provide.
8. A list of the bank branch office locations with the address, phone and fax numbers, and verification of the distance from the College.

b. Tab 2 – Proposer's Business/Corporate Background (Mandatory)

The proposal shall include a (narrative) synopsis of the proposer's business/corporate background and past education and experience addressing the following requirements and insert in under Tab 2 of this proposal.

1. Business/Corporate Background
The background of the proposer, which at a minimum shall include:
 - a) date established;
 - b) ownership (public company, partnership, subsidiary, etc.);
 - c) primary type of business and number of years conducting primary business;
 - d) list of all officers of the firm indicating the percentages of ownership of each officer, and the names of the Board of Directors, if applicable; and
 - e) national accreditations, memberships in professional associations, or other similar credentials.
 - f) proof of higher education experience.
2. Narrative of Past Experience
Details of the proposer's experience that meet this requirement shall be provided in narrative form and in sufficient detail so that the College is able to judge its complexity and relevance.

3. Summary of any exemplary or qualitative findings, recommendations, or other validations demonstrating operation experience (i.e., specialized accreditations, grant awards, etc.).

Note: The College reserves the right to use all information provided in determining responsibility of vendor as well as any other information the College may obtain through any means that bears on the issue of responsibility.

c. Tab 3 – Attachment B - Questionnaire (Mandatory)

The proposer shall complete and return Attachment B - Questionnaire of this RFP and insert it under Tab 3 of the proposal.

d. Tab 4 – Attachment C - Drug-Free Work Place Form (Mandatory)

The proposer shall complete and return Attachment C - Drug-Free Work Place Form of this RFP and insert it under Tab 4 of the proposal.

e. Tab 5 – Attachment D - Minority & Women Owned Business Declaration Form (Mandatory)

The proposer shall complete and return Attachment D - Minority & Women Owned Business Declaration Form of this RFP and insert it under Tab 5 of the proposal.

f. Tab 6 – Other Required Forms - Attachments E - Vendor Signature Sheet (Mandatory)

The proposer shall complete and return Attachment E - Vendor Signature Sheet of this RFP and insert it under Tab 6 of the proposal.

g. Tab 7 – Proposer’s Financial Statement (Mandatory)

The purpose of this subsection is to provide the College with a basis for determining the proposer’s financial strength, competence, and experience.

Unless otherwise stated, the proposer shall supply the following information for the legally qualified corporation, partnership, or other business entity submitting the proposal under this RFP that will be performing as “the Service Provider” and insert it under Tab 7.

Audited financial statements for the three most recent years. All statements shall include the following for the most recently audited (immediate past) year:

1. auditors’ reports;
2. balance sheet;
3. statement of income;
4. statement of retained earnings;

5. statement of cash flows; notes to the financial statements; and any written management letter issued by the auditor to the management, the Board of Directors or the audit committee, or, if no management letter was written, a letter from the auditor, stating that no management letter was issued and that there were no material weaknesses in internal control or reportable conditions otherwise to report.

Proposal must include a current Dun and Bradstreet DUNS number. The College may request one or more D&B reports to assess the proposer's financial capacity or may request other information after proposal submittal in order to assess the financial capacity of the proposer.

Failure to provide any of the aforementioned financial information may result in proposal disqualification.

i. Tab 8 – Staffing and Personnel (Mandatory)

The proposal shall include a staffing plan for the personnel that will be assigned to the College's accounts, including brief job profiles and descriptions. The plan should include any other local area/regional managers with responsibility or support functions with the College's account.

The proposer shall include the staffing and personnel and insert it under Tab 8 of the proposal.

j. Tab 9 – Attachment A - Price Proposal Sheet (Mandatory)

It is **mandatory** that the proposer complete and return **Attachment A - Price Proposal Sheet** of this RFP and insert it under Tab 9 of the proposal.

Price Proposals should be submitted with the most favorable terms the proposer can offer. The College may reject any and all proposals that are conditional, incomplete, or which contain irregularities, as these will be deemed to be a counteroffer. Each proposer shall submit the completed Price Proposal - Attachment A. By submitting an offer under this RFP, each proposer warrants its agreement to the prices submitted. All Price Proposals shall identify the name of the proposer and date of submission, and shall bear the signature of a business/corporate representative authorized to bind the proposer to the prices bid. All price table calculations will be verified for accuracy by the Purchasing Department staff assigned by the College.

k. Tab 10 – Attachment H - Addendum Acknowledge Form (Mandatory)

It is **mandatory** that the proposer complete and return all **Addendum Acknowledgement Form(s)** if issued for this RFP and insert it under Tab 10 of the

proposal.

Should any revisions/clarifications/supplemental instructions be needed, the College will issue a written addendum to all proposers who received an RFP package from the Purchasing Department. It is the proposer's responsibility to check with the Purchasing Department prior to submitting a proposal to make sure they have not missed any issued addendums.

The College will also post all addenda and materials relative to this procurement on the Purchasing website: <http://www.polk.edu/purchasing>. Interested parties are responsible for monitoring this site for new or changing information relative to this procurement.

8. Evaluation of Proposals

1) Evaluation Method

An Evaluation Team, identified by the Vice President of Administrative Services and Chief Business Officer, will evaluate the responses to this Request for Proposal. The Evaluation Team will make a recommendation on which proposal will meet the best interests of the College. 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. The recommendation for an award by the Evaluation Team will then be forwarded to the District Board of Trustees of Polk State College for approval.

2) Evaluation Criteria

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 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, proposals will be evaluated on the following criteria:

- (a) The banking services offered by the bank
- (b) The projected total net cost of the proposed banking services
- (c) The complete submission of all mandatory documents
- (d) The accessibility and locations of the bank's branches for employees and students
- (e) The bank's stability and credibility

Upon a recommendation of the preferred bank by the Evaluation Team, proposal reviews and results will be posted for review by interested parties on the Purchasing website: <http://www.polk.edu/purchasing> and posted in the Purchasing office where the proposals were due.

9. Attachments

Some of the following attachments contain information for your viewing while some **shall** be completed and returned with your proposal to fulfill the requirements of this RFP. If additional space is needed in order to accurately complete these forms, duplicates of the forms may be made.

Attachment A – Price Proposal

Attachment B – Questionnaire

Attachment C – Drug-Free Work Place Form

Attachment D – Minority & Woman Owned Business Declaration Form

Attachment E – Vendor Signature Sheet

Attachment F – Addendum Acknowledgement Form (Information Only)

Attachment G – Statement of No Proposal Submitted (If applicable)

Attachment H – Campus Map (Information Only)

**July 2016 - June 2017 Activity
Unless Otherwise Stated**

GENERAL ACCOUNT SERVICES:		Annual Transactions (unless noted)
	Account(s) Maintenance	24
	Checks Deposited	4,067
	Remote Deposit - Deposits	N/A
	Remote Deposit - Checks	N/A
	Stop Payments - Online	76
	Night Drop Deposits	N/A
	Returns & Reclears	22
	Deposit Adjustments (6 months)	2
ZERO BALANCE ACCOUNT SERVICES		
	ZBA Master (per account/per month)	1 each
	ZBA Subsidiary (per account/per month)	N/A
PAYROLL SERVICES:		
	ACH Payroll Credits	205
	ACH Payroll Debits	14
	Returned ACH Credits	17
	ACH Corrections	N/A
ACH SERVICES:		
	Monthly Maintenance	12
	Incoming Wires / Electronic Debits	105
	Outgoing Wires / Electronic Credits	95
	Telephone Transfers Between Accounts (6 months)	N/A
	Paper Transfers Between Accounts (6 months)	N/A
	Template Storage	N/A
	ACH Transmission Charge	168
ACCOUNT RECONCILIATION		
	Online Treasury Manager Monthly Maintenance	1 each
	Currency & Coin Change Orders	6
	Positive Pay	
	CD - ROM	12
	CD - ROM per image	N/A

General Information (Annually)

<u>Disbursements</u>	<u>Checks</u>	<u>ACH</u>	<u>Total Count</u>
Payroll	<u>1,160</u>	<u>11,992</u>	<u>13,152</u>
Accounts Payable	<u>4,150</u>	<u>2,489</u>	<u>6,639</u>

Amount

Payroll	<u>\$634,397.60</u>	<u>\$24,461,045.42</u>	<u>\$25,095,443.02</u>
Accounts Payable	<u>\$18,250,016.70</u>	<u>\$12,711,128.29</u>	<u>\$30,961,144.99</u>

Payments Received

Transactions

	<u>Total Count</u>
Visa	<u>24,377</u>
Mastercard	<u>8,627</u>
American Express	<u>861</u>

Dollar Amount

Visa	<u>\$5,272,864.94</u>
Mastercard	<u>\$1,596,897.83</u>
American Express	<u>\$442,746.95</u>

1) Attachment A - Price Proposal Sheet - Tab 10

Response Form – Banking Services

Pricing List

Depository Services

Account Maintenance
ZBA Master
ZBA Subsidiary
Vault Deposits
Night Drop Deposits
General Checks Paid
Checks Deposited
Returned Checks
Stop Pay

Unit Price

Cash Vault

Curr/Coin Dep per \$100

ACH Services

Electronic Debits
Electronic Credits
Monthly Maintenance
ACH Blocks/Filters
Consumer Credits
Corporate Credits

Controlled Disbursement

Maintenance
Checks Paid

Wire Transfer

Online- Maintenance
Template Storage
Wire Out

Account Reconciliation

CD-ROM
CD-ROM per Image
Full Reconciliation
Full Recon per Item
Deposit Reconciliation
Deposit Recon per Item
Positive Pay

Information Services (Online Access)

Online-Previous Day	_____
Online-Current Day	_____
Online-Previous Day/Item	_____
Online-Current Day/Item	_____

In addition to pricing for the specific services, noted above, please provide a complete schedule of fees that may be applicable.

Name of Proposer _____ Date _____

Signature _____

*This form **must** be completed, signed, and returned with your proposal to fulfill the requirements of this RFP.*

2) Attachment B - Questionnaire - Tab 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. Please elaborate on the scope of your institution's banking experience with Higher Education:

a. Number of Higher Education clients? _____

b. Within what number of states? _____

c. Sizes of the institutions? _____

4. With the recent turmoil in the banking industry, please explain to the College the stability of your institution.

5. With the wide spread use of on-line banking and the accompanying reluctance to provide personal information by customers, describe risk-management systems you employ to safeguard against identity theft?

6. Compensating balance required (if applicable) = \$_____.

7. Indicate pages or tabs where information pertaining to the following can be found in bid response (Indicate not available if service is not being offered):

Primary Services

- a. Online Access _____
- b. ACH Services _____
- c. Positive Pay _____
- d. Account Statements _____

Secondary Services

- e. Cancelled Checks _____
- f. Disaster preparedness plans _____
- g. Transitional plan _____

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.

Name of Proposer _____

*This form **must** be completed and inserted under Tab 3 of the Proposal*

3) Attachment C - Drug-Free Work Place Form – Tab 4

Drug-Free Work Place: Yes _____ N/A _____

If **Yes**, please complete the form.

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

_____ does:
(Name of Business)

Publish statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition.

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.

Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

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 five (5) days after such conviction.

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, of any employee who is so convicted.

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.

Proposer’s Signature

Date

*This form **must** be completed, signed, and returned with your proposal to fulfill the requirements of this RFP.*

4) Attachment D - Minority and Woman Owned Business Declaration - Tab 5

Minority/Woman Owned Business: Yes _____ N/A _____

If **Yes**, please complete the form.

Minority and Woman Owned Business Declaration Form

Proposer hereby declares that it is a Minority/Woman Owned Business Enterprises, as defined by section 288.703, Florida Statutes, by virtue of the following:

Type of Business (check applicable area):

- African American
- Hispanic American
- Native Americans
- Asian American
- American Woman

Note: Minority Business Enterprises, Small Businesses, and Minority Businesses terms are defined in Chapter 288.703, Florida Statutes, and are included below. Chapter 287.094, Florida Statutes, states that it is unlawful for any individual to falsely represent any entity as a minority business enterprise. A person in violation of 287.094, Florida Statutes, is guilty of a felony of the second degree.

Proposer:
Certified by (Name of Public Entity, if applicable):
Certificate Number/Attach Copy:
Signature & Date:

Florida Statutes 288.703 definitions – As used in section 288.703, the following words and terms shall have the following meanings unless the content shall indicate another meaning or intent:

- (1) “Small business” means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million, or any firm based in this state which has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.
- (2) “Minority Business Enterprises” means any small business concern as defined in subsection (1) which is organized to engage in commercial transactions, which is domiciled in Florida, and which is at least 51% owned by minority persons who are members of an insular group that is of a particular

racial, ethnic, or gender make-up or national origin, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an under-representation of commercial enterprises under the group's control, and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession. Ownership by a minority person does not include ownership which is the result of a transfer from a non-minority person to a minority person within a related immediate family group if the combined total net asset value of all members of such family group exceeds \$1 million. For purposes of this subsection, the term "related immediate family group" means one or more children less than 16 years of age and a parent of such children or the spouse of such parent residing in the same house or living unit.

- (3) "Minority person" means a lawful, permanent resident of Florida who is:
- a. An African American, a person having origins in any of the black racial groups of the African Diaspora, regardless of cultural origin.
 - b. A Hispanic American, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.
 - c. An Asian American, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
 - d. A Native American, a person who has origins in any of the Indian Tribes of North America prior to 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services.
 - e. An American woman.
- (4) "Certified minority business enterprise" means a business which has been certified by the certifying organization or jurisdiction in accordance with s. [287.0943](#)(1) and (2).
- (5) "Department" means the Department of Management Services.
- (6) "Ombudsman" means an office or individual whose responsibilities include coordinating with the Office of Supplier Diversity for the interests of and providing assistance to small and minority business enterprises in dealing with governmental agencies and in developing proposals for changes in state agency rules.
- (7) "Financial institution" means any bank, trust company, insurance company, savings and loan association, credit union, federal lending agency, or foundation.
- (8) "Secretary" means the secretary of the Department of Management Services.

It is unlawful for any individual to falsely claim to be a minority business enterprise for purposes of qualifying for certification with any governmental certifying organization as a minority business enterprise in order to participate under a program of a state agency which is designed to assist certified minority business enterprises in the receipt of contracts with the agency for the provision of goods or services. The certification of any service provider, firm, or individual obtained by such false representation shall be permanently revoked, and the entity shall be barred from doing business with state government for a period of 36 months. Any person who violates this section is guilty of a felony of the second degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#).

This form must be completed, signed, and returned with your proposal to fulfill the requirements of this RFP.

5) Attachment E - Vendor Signature Sheet - Tab 6

Vendor Signature Sheet

I, the undersigned, having the authority to bind my company for this proposal, hereby certify that I understand and accept the conditions as set forth in this request for proposal.

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

PROPOSER'S LEGAL NAME _____

FEDERAL ID NUMBER _____

CITY, STATE AND ZIP CODE _____

TELEPHONE #(____) _____ FAX #(____) _____

BY SIGNATURE (Manual) _____

BY SIGNATURE (Typed) _____

TITLE: _____ DATE _____

Section XXXI: Affirmation

By submission of a proposal, proposer affirms that his/her proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. Proposer agrees to abide by all conditions of this RFP and the resulting contract.

Section XXXII: Request for Proposal Terms

By submitting a proposal, the proposer acknowledges that he/she has read this Request for Proposal, understands it, and agrees to be bound by its terms and conditions. Proposals must be made in the official name of the firm or individual under which the business is conducted, signed by a person authorized to sign contracts on behalf of the firm, and submitted with the completed RFP. Each responding firm shall submit only one proposal. All proposals received shall remain firm for a period of one (1) year after the date specified for the receipt of the proposals.

*This form **must** be completed, signed, and returned with your proposal to fulfill the requirements of this RFP.*

6) Attachment F - Addendum Acknowledgement Form - Tab 11

ADDENDUM ACKNOWLEDGEMENT FORM
RFP # 2018-01
ADDENDUM #1

Polk State College
999 Ave H N.E.
Winter Haven, FL 33881
863-297-1000
www.polk.edu

Sample

Bid No: RFP # 2018-01

Bid Title: Banking Services

Opening Date: April 3, 2018 @ 4:00 p.m.

ADDENDUM NO: One (1) Date: XXXXXXX, 00, 2018

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE-REFERENCED RFP:

This addendum includes the following:

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL RFP.

THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED, AND RETURNED WITH THE RESPONSE.

RESPONDENT: _____ BY: _____

ADDRESS: _____ PHONE: _____

CITY, STATE: _____ DATE: _____

AUTHORIZED SIGNATURE:

7) Attachment G - Statement of No Proposal Submittal

Statement of No Proposal Submittal

If your company does not intend to propose on this procurement, please complete and return this form prior to the date shown for receipt of proposals to:

Polk State College
Purchasing Department
999 Ave. H, NE
Winter Haven, FL 33881

We, the undersigned, have declined to propose on the above referenced Request for Proposal for the following reason(s):

- Scope of Services of Terms and Conditions are too "restrictive." (Please explain below.)
- Unable to meet requirements
- RFP was unclear (please explain below)
- Insufficient time to respond
- We do not offer this type of service or equivalent
- Unable to meet bond or insurance requirements
- Other (Please explain below.)

Remarks: _____

- Remove us from your "Proposer List"

_____	_____
Company Name	Telephone
_____	_____
Signature	Fax
_____	_____
Title	Typed or Printed Name

Address, City, State, & Zip Code

E-Mail Address and Website

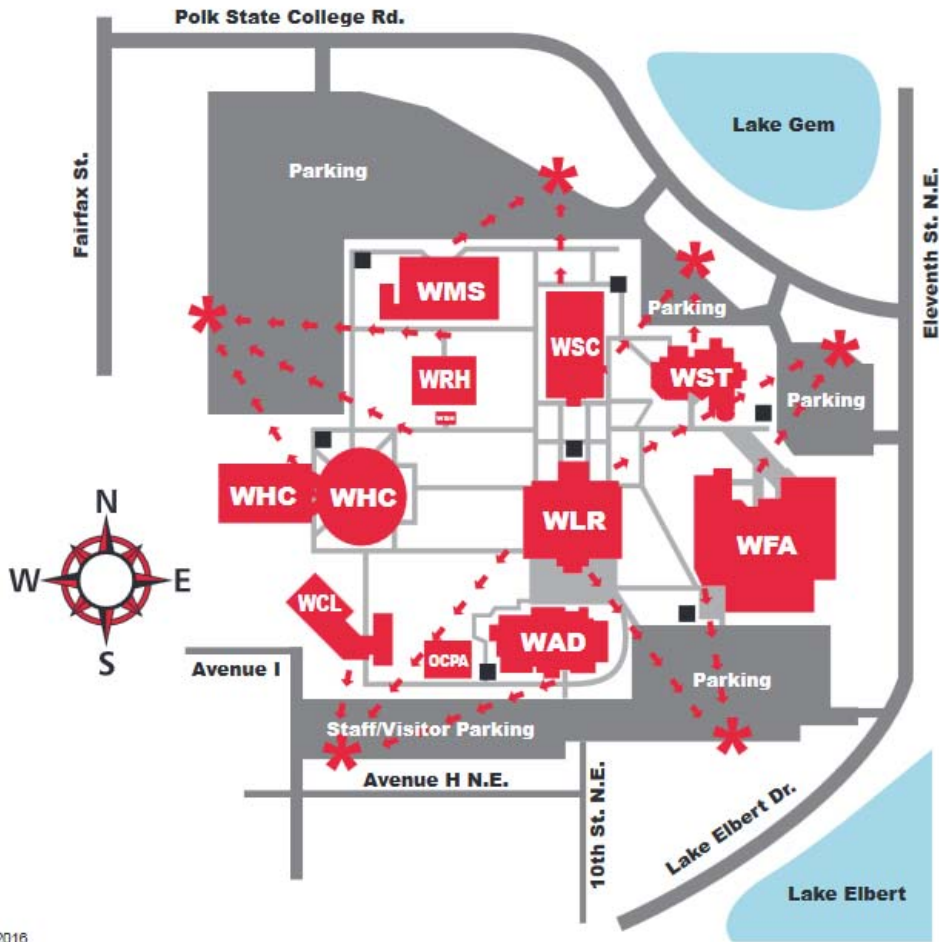
If applicable, this form should be completed, signed, and returned.

8) Attachment H - Main Campus Map



DIRECTORY

WAD	Administration Building Student Services / Financial Aid	WST	Student Center Cafeteria / Bookstore
WFA	Fine Arts Complex Theatre / Gallery	WSC	Science & Math BUIlding
WGH	Green House	WRH	Rehabilitive Health Building
WHC	Health Center / GYM	WCL	Chain of Lakes H.S. Complex
WLR	Learning Resources Library / TLCC	OCPA	Office of Communications & Public Affairs
WMS	Multi-Services Building Security / Receiving	■	Emergency Call Station
		*	Rally Point



Rev. 11/2016