



**GULF COAST STATE COLLEGE  
REQUEST FOR PROPOSALS  
FOR  
BANKING SERVICES  
RFP #3-2013/2014**

**March 30, 2014**

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## **GENERAL INFORMATION**

The District Board of Trustees of Gulf Coast State College (hereinafter referred to as the “College” or “GCSC”) requests proposals from qualified financial institutions (hereinafter referred to as “Banks” or the “Bank”) to provide banking services specified in this proposal.

### **Qualifications**

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

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

### **Pre-Proposal Conference**

To respond to inquiries of proposers at a single time, to answer questions about this Request for Proposals, and to furnish any clarification needed, all interested parties are **invited**, but **not required**, to attend a pre-proposal conference to be conducted in the Administration Conference Room, Room 238 of the Administration Building, at 10 a.m. Central Daylight Time, on April 9, 2014.

In the interest of an efficient RFP process, proposers are asked to e-mail questions and requests for additional information to Joe Mills at [jmills@gulfcoast.edu](mailto:jmills@gulfcoast.edu), on or before April 7, 2014. This will allow the College time to prepare needed information for distribution to pre-proposal conference attendees. However, questions and requests for additional information not submitted by that date are also welcome at the pre-proposal conference.

### **Procedural Requirements**

Proposals and related correspondence shall be signed, sealed, addressed, and delivered to **Gulf Coast State College, 5230 West U.S. Highway 98, Procurement Office, Administration Building Room 126, Panama City, Florida 32401 no later than 2:00 p.m. Central Daylight Time on Wednesday, April 23, 2014.** Submit seven (7) sets of the proposal (one original and 6 copies). The outside of the envelope should be clearly marked **Proposal for Banking Services: GCSC RFP #3-2013/2014.** Proposals submitted by Banks will be opened and recorded at 2:01 p.m. Central Daylight Time in the Administration Building Conference Room, Room 238. The RFP opening is open to the public. Proposals arriving after 2:00 p.m. Central Daylight Time will not be accepted and will be returned, un-opened.

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

### **Submission Requirements**

- A. All submissions shall include the completed RFP #3-2013/14 Response Form (attached). Supporting material may be submitted. The award shall be made to the Bank whose

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proposal is determined to be the most advantageous to the College, taking into consideration the criteria set forth in this RFP.

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

- B. Along with a completed RFP #3-2013/2014 Response Form, each Bank shall provide information relative to its ability to provide the services that the College shall require, both now and in the future. At a minimum, this information must include:
- ◆ Certificate of Qualification by the Office of the State Treasurer.
  - ◆ Verification that the Bank is a member of or has direct access to the Federal Reserve System.
  - ◆ A summary of the Bank's financial resources (including the latest two years audited financial statements and annual reports).
  - ◆ A listing of branches or affiliate banks emphasizing those located within close proximity to College sites as identified in the General Banking Expectations. The branch closest to the Main Campus will be designated as the "Main Branch."
  - ◆ A listing of other local public (Bay, Gulf, and Franklin Counties) accounts serviced by the Bank indicating contact person(s) at the listed unit or organization.
  - ◆ Name, title, and location of the Bank Officer proposed to be the primary contact for the College.
  - ◆ Financial services available beyond those included in the proposal, such as direct deposit for employee paychecks.
  - ◆ Any other information the Bank believes to be relevant to the selection of a depository bank.
  - ◆ Bank's proposed contract with the College for banking services.
- C. Public Entity Crimes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- D. College Liability: Gulf Coast State College will be liable for property damage and/or bodily injury pursuant to this RFP and the subsequent related agreement, and which occur as a direct result of negligence of the College, its agents or employees. The College is self-insured through the Florida College System Risk Management Consortium as a state agency and liability is, therefore, limited to sovereign immunity limits of \$200,000 per person, \$300,000 per occurrence in accordance with Florida Statute 768.28.
- E. Venue: This RFP and the subsequent related agreement, and any disputes thereafter, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of

the State of Florida. College and Bank hereby agree that venue shall be in Bay County, Florida.

F. For additional information or questions, contact Joe Mills, Comptroller, at 850-873-3519.

## **SCOPE OF SERVICES**

The banking services detailed in this section will be performed for the College on a contractual basis for five (5) years (starting October 1, 2014, or as soon thereafter as possible), with two (2) five-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.

### **Banking Services**

A. **Description of Account Schematic and Services** - The College will maintain the following accounts for its operation:

1. A concentration or master account will be used to accept deposits of College funds, including monthly appropriations from the State of Florida, student fees, and other revenues.
2. "Zero balance" checking accounts (demand) for Accounts Payable, Payroll, Federal Funds, Debit Card, and Student Loans.

B. **Online Computer Access to Bank Account/Cash Management System** - The Bank needs to provide access to an online interface to perform account transactions including but not limited to the following: stop payments, balance checking, wire transfers, internal transfers, and alerts as defined by the College. Examples of the functionality of the online interface are expected to be included in the response. Any associated costs of using this software and minimum computer requirements should be identified in the response.

C. **Interest - It is the objective of the College to have all available monies on deposit earning interest. Please submit any and all options to accomplish this objective.** The College intends to have all monies on deposit treated and reported as funds on deposit. The College intends to have none of its monies invested in re-purchase agreements.

Proposing Banks are to respond as to how College funds will be invested and how they will maintain compliance with safekeeping requirements.

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 College in electronic format. The Bank will need to provide the software to view and retrieve the stored images from the indexed files returned to the College. A description of this arrangement should be included in the response.
- b. Electronic Deposit of Checks is currently accomplished with the use of scanners provided by the Bank to the College. The responding Banks should indicate their

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functional ability to do this and any fees associated with this service. The cost of a scanning device should be indicated within the proposal.

- c. Designated Bank personnel to handle the accounts of the College, i.e., assigned contact people who are dedicated to GCSC's account whom College personnel can contact on an as-needed basis. One individual will be designated as the primary contact or "Account Manager", and any change in the primary contact will be communicated to the College within 48 hours. Banks will indicate any costs to the College for these services.
  - d. Statements of all accounts shall be cut off at the close of the last working day of the month. Details of transactional data will be provided electronically for uploading into the college's computer system. This needs to be described as to the format the bank data can be provided and how the College is expected to receive the data. For instance, the proposing Bank needs to indicate if data will be provided on disk, by download, FTP, etc.
  - e. The College requires access to bank in close proximity to its Panama City Campus located at 5230 West U.S. Highway 98, Panama City, Florida.
  - f. Deposits made by 2:00 p.m., Central Standard Time, shall be credited on that day.
  - g. All NSF checks will be automatically re-deposited a second time by the Bank before being returned to the College. There will be no charge to the College for collection of any NSF check drawn on the Bank for which funds are currently on deposit.
  - h. Provide all banking services required by the College, rapid business deposit plastic bags, coin wrappers, currency straps, and night deposit service available at the bank branch closest to each site.
  - i. Cash requests will be accommodated by the Bank through written request from designated College Business Office personnel. The College will remit a check through the courier service on the date funds are received.
  - j. The Bank will not make assignment of service(s) without College approval.
  - k. The Bank will summarize its disaster preparedness plans so that the College can be assured of access to its funds in an event.
  - l. Price the cost of courier service from the College to the main bank location priced on a per day basis. Also describe the process to alter the courier schedule and any costs. The College reserves the right to contract for courier service outside this contract.
- E. **Related Party Banking Arrangements** - Responding Banks should identify any service(s) available either to the College directly or to its employees, students, or alumni.
- F. **Transitional Services** - Responding Banks should identify potential plans for transition of banking services from the current bank to their bank if they are awarded the banking contract. Transitional teams and their functions should be discussed as well as any associated costs.
- G. **New or Additional Services** - Any services available but not specifically addressed including associated charges should be detailed in the response.

**SELECTION PROCESS**

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

Proposals must clearly and specifically detail all deviations to the exact requirements imposed upon the Bank by this RFP. Such deviations must be listed on the attached Response Form; otherwise, the proposal package must be considered as being made in strict compliance with RFP #3-2013/2014 instructions and specifications.

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

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

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

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

Proposal tabulations, with recommended award, will be posted for review by interested parties on the Procurement web site at [http://www.gulfcoast.edu/procurement/solicitations\\_awards/default.htm](http://www.gulfcoast.edu/procurement/solicitations_awards/default.htm) 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. GCSC will follow the statutory procedures for the resolution of protests arising from the contracting process.

**TIME TABLE FOR AWARD OF BANKING SERVICES CONTRACT**

<b>Activity</b>	<b>Date</b>	<b>Time</b>	<b>Place</b>
RFP Issued	3/30/2014		Posted on GCSC website
Pre-Bid Conference Questions	4/7/2014		<a href="mailto:jmills@gulfcoast.edu">jmills@gulfcoast.edu</a>
Pre-Bid Conference (Non-mandatory)	4/9/2014	10:00 a.m. CDT	Administration Conference, Room 238
RFP Responses due	4/23/2014	2:00 p.m. CDT	Procurement Office, Room 126
Evaluation of Bids by Review Committee	4/30/2014		Administration Conference, Room 238
Posting of Recommended Award	5/2/2014		Procurement Office, Room 126
Award by the Board of Trustees	5/8/2014		Board Room, Student Union West 306
Commencement of Contract	10/1/2014		Administration Building, Room 118

**SUMMARY OF FINANCIAL ACTIVITY**

**Banking Services Summary**

**A. Account Schematic**



**Main Bank Account**  
Receives Most Deposits  
Online Banking  
Check Scanners will Deposit Funds Electronically  
Wire Transfers  
Returned Checks  
Reconciliation Downloadable File

**Payroll Account**  
Minimum Balance of Outstanding Checks  
ACH Files  
Transfers  
Online Banking  
Reconciliation Downloadable File

**Accounts Payable Account**  
Balance of Outstanding Checks  
Transfers  
Future ACH files  
Online Banking  
Reconciliation Downloadable File

**Federal Account**  
Receives all Federal Funds  
Automatic Sweep to Main Account  
EFT/ACH Debits  
Online Banking  
Reconciliation Downloadable File

**Debit Card Account**  
Minimum Account Balance  
Several Debit Cards Issued  
Online Maintenance of Cards  
Reconciliation Downloadable File

**Student Loan Account**  
Automatic Sweep to Main Account  
EFT/ACH Debits  
Online Banking  
Reconciliation Downloadable File

**B. Specific Information**

<b>October 2012-September 2013 Activity Unless Otherwise Stated</b>			
		<b>Total # of Yearly Transactions</b>	<b>Total Yearly Amount</b>
<b>DEPOSITS:</b>			
	Banking Center Deposit	1,274	\$ 942,107
	Cash Deposit Amount	1,208	\$ 680,073
	Remote Deposit Files	191	\$ 88,896,364
	Remote Deposit - Deposits	1,083	\$ 88,896,364
	Remote Deposit - Checks	4,677	\$ 88,896,364
	Returns & Reclears	32	\$ 85,175
	Deposit Adjustments (6 months)	1	\$ 73
	Adjustments Research & Recovery	0	N/A
<b>CHECKS:</b>			
	Cashed Checks	1,155	\$ 1,249,404
	Total Checks Cleared	22,824	\$ 58,441,300
	Most Checks Cashed In One Day	100	\$ 238,858
<b>PAYROLL:</b>			
	ACH Payroll Credits	57	\$ 16,325,219
	ACH Payroll Debits	15,014	\$ 16,325,219
	Returned ACH Credits	3	\$ 1,650
	ACH Corrections	43	N/A
<b>TRANSFERS:</b>			
	Incoming Wires	16	\$ 1,767,506
	Outgoing Wires	3	\$ 6,023,105
	Telephone Transfers Between Accounts (6 months)	28	\$ 1,688,682
	Paper Transfers Between Accounts (6 months)	74	\$ 36,214,217
	Total Incoming ACH Debits	251	\$ 21,833,087
	Total Incoming ACH Credits	4,671	\$ 79,853,080
<b>OTHER:</b>			
	Accounts - Monthly Maintenance Fee	7	N/A
	Currency & Coin Change Orders	15	\$ 307,096
	Stop Payments	75	N/A
	Business Debit Cards Transactions (6 months)	23	\$ 6,515

**C. General Information**

	<b>Annual Dollar Amount</b>	<b>Annual Checks</b>	<b>Annual Direct Deposits/ACH</b>
<b>Disbursements</b>			
Payroll	\$ 15,814,783	\$ 688,715	\$ 15,126,068
Accounts Payable	\$ 59,615,721	\$ 57,752,585	\$ 1,863,135

**RESPONSE FORMS**

Following are response forms that are to be used to respond to the bid.

**GULF COAST STATE COLLEGE  
RFP #3-2013/2014  
Response Form – Banking Services**

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The following information must be provided:

1. Provide the formula to be utilized in the computation of interest to be paid the College for the funds in main or master account. Also, include history of rate changes and/or frequency of rate review:

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

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

- |                                       |       |
|---------------------------------------|-------|
| a. Online cash management system      | _____ |
| b. System to receive cancelled checks | _____ |
| c. Electronic Deposit of Checks       | _____ |
| d. Disaster preparedness plans        | _____ |
| e. Transitional plan                  | _____ |
| f. Related party banking arrangements | _____ |

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

**GULF COAST STATE COLLEGE  
RFP #3-2013/2014  
Response Form – Banking Services**

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**Pricing List**

	<b>Unit Charge</b>
<b><u>Depository Services</u></b>	
Account Maintenance (include any cost of opening accounts)	_____
Banking Center Deposit	_____
QBD/Night Drop Deposit	_____
General Checks Paid	_____
Returns/Reclears	_____
Checks Deposited	_____
Plastic Overnight/Courier Deposit Bags	_____
Check Cashing for Checks Drawn on Issuing Bank	_____
Insufficient Funds	_____
Overdraft Protection	_____
MICR Rejection Fee	_____
Cashier Check Costs	_____
Stop Payment Fee	_____
Foreign Check Processing Fees	_____
<b><u>On-Line Banking Services</u></b>	
Setup Fee	_____
Monthly Maintenance Fee	_____
On-Line Transfers	_____
Fee for Tokens	_____
<b><u>ACH Services</u></b>	
Electronic Debit (incoming and outgoing ACH debits)	_____
Electronic Credit (incoming and outgoing ACH credits)	_____
ACH Monthly Maintenance	_____
ACH Input - Transmission	_____
ACH Blocks & Filters Maintenance	_____
ACH Origination	_____
Notification Email for ACH Payment Files	_____
Delete/Reversals - Batch/File	_____
ACH Rules Book	_____
<b><u>Wire Services</u></b>	
Direct Wire Maintenance	_____
Customer Maintenance Template Storage	_____
Wires Transfer Out	_____
Wires Transfer In	_____
International/Wire Tranfers	_____
<b><u>Cancelled Checks</u></b>	
CD ROM - Per CD	_____
CD ROM - Per Item	_____
Check Copy Over Six Months	_____



**GULF COAST STATE COLLEGE  
RFP #3-2013/2014  
Response Form - Banking Services**

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

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

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

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

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

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

**GULF COAST STATE COLLEGE  
RFP #3-2013/2014  
No Proposal Response Form**

**We will not submit a proposal in response to RFP #3-2013/2014 for the following reason(s):**  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

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 Gulf Coast State College (hereafter: College).
- B. Florida Statutes 287.087 on Drug Free Work Place, 287.133(3)(a) on Public Entity Crimes, and 287.134, on Discrimination, as a whole and/or as shown below, will be complied with: **287.087. Preference to businesses with drug free workplace programs: GCSC will break any tie bids/proposals by awarding to a business that has implemented a drug free workplace program; if still tied, GCSC shall give consideration to 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 Panama City 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 Request for Proposals for Banking Services RFP#3-2013/2014.

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- D. The College will not reimburse respondent(s) for any costs associated with the preparation and submittal of any responses.
- E. Respondents, their agents, and associates shall refrain from contacting or soliciting any College Official and contact may be made ONLY with the individual(s) listed in this document for additional information and clarification.
- F. Due care and diligence has been exercised in the preparation of this document and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the service required rest solely with those making response. Neither the College nor its representative shall be responsible for any error or omission in the responses submitted, nor for the failure on the part of the respondents to determine the full extent of the exposures.
- G. All timely responses meeting the specifications set forth in this document will be considered. However, respondents are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the College and preference will be given to those responses in full or substantially full compliance with them.
- H. Each respondent is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida, and all local rules and regulations. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response.
- I. The College, at its discretion, reserves the right to waive minor informalities or irregularities in any responses, to reject any and all responses in whole or in part, with or without cause, and to accept that response, if any, which in its judgment will be in its best interest.
- J. Award will be made to the respondent whose submittal is determined to be the most advantageous to the College, taking into consideration those responses in compliance with the requirements as set forth in this document. The College reserves the right to reject any and all responses for any reason or make no award whatsoever or request clarification of information from the respondents.
- K. Any interpretation, clarification, correction or change to this document will be made by written addendum issued by the College Procurement 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 organization legally authorized to commit the 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/Operation
    - \* 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

## Gulf Coast State College, RFP#3-2013/2014

### 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) Gulf Coast 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 College will be given notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Director of Procurement, Administration Building Room 126, 5230 West U.S. Highway 98, Panama City, FL 32401.

b. It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.

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

N. Gulf Coast State College reserves the right to direct purchase bulk materials when it is advantageous to the College because of tax savings or special pricing available to the College.

### O. **Conflict of Interest**

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

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

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

### P. **Cooperative Purchase**

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

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

**ADDITIONAL TERMS AND CONDITIONS**

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

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

**PLEASE READ!**

**Common Problems that may Result in Responses Being Rejected**

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 and attend any Required Pre-Proposal meeting (if applicable).**

**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**

**GULF COAST STATE COLLEGE-REQUEST FOR PROPOSALS**

RFP #3-2013/2014 Banking Services

**Due: 2:00 P.M., CDT, Wednesday, April 23, 2014**

**To: Procurement Office  
Administration Building, Room# 126  
Gulf Coast State College  
5230 West U.S. Highway 98  
Panama City, Florida 32401**