



**THE COLLEGE OF THE FLORIDA KEYS
REQUEST FOR PROPOSAL (RFP)**

FOR

BANKING, MERCHANT, LINE OF CREDIT, AND ATM SERVICES

RFP DUE DATE – WEDNESDAY, JANUARY 12, 2022, 10:00 A.M. (EST)

RFP OPENING – THURSDAY, JANUARY 13, 2022, 9:00 A.M. (EST)



THE COLLEGE OF THE FLORIDA KEYS
Request for Proposal
RFP # 2021-03
Banking, Merchant, Line of Credit, and ATM Services

TABLE OF CONTENTS

GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION

1. Scope and Specifications
2. College Informational Facts
3. Schedule of Events
4. Point of Contact
5. News Releases and Representation
6. Audit and Public Record
7. Familiarity with Laws
8. Conflict of Interest
9. Relationship of Parties
10. Taxes/License/Permits
11. Indemnification
12. Severability
13. Equal Opportunity and Drug/Alcohol Free Workplace
14. American with Disability Act of 1990 and Subsequent Regulation, 1991 and 2020
15. Public Entity Crimes
16. Additional Information and Written Addenda
17. RFP Delays
18. Acceptance/Rejection
19. Errors and Omissions
20. Proposal Withdrawn
21. Proposal Preparation Cost
22. Opening/Evaluation
23. Award
24. Results/Protest/Disputes
25. Contract Terms
26. Contract Period
27. Termination/Cancellation
28. Prohibition Against Assignment

SUBMISSION REQUIREMENTS AND EVALUATION

29. Submittal Requirements and Inclusions
30. Basic Banking Services
31. Merchant Services
32. Cash Management System
33. Overnight Investments
34. Line of Credit
35. Automated Teller Machine (ATM)

PACKAGE EXHIBITS

36. Submission Cover Page
37. Basic Bank Service Fees

- 38. Direct Deposit (ACH) Payrolls
- 39. Merchant Services Fees
- 40. References
- 41. Drug Free Workplace
- 42. Qualifications Certification
- 43. Disputes Disclosure Form
- 44. Public Entity Crimes
- 45. Conflict of Interest Disclosure Form

1. SCOPE AND SPECIFICATIONS:

It is the intent of The College of the Florida Keys, hereinafter referred to as “College,” to contract with a qualified bank to provide basic banking services, merchant services, standby line of credit, and automated teller machine (ATM) services as per the terms, conditions, and specifications contained in this request for proposal.

The College reserves the right to modify the scope and specifications, as circumstances require. The obligations of the College under this award are subject to terms and conditions established by the Legislature of the State of Florida and contract approval by The College of the Florida Keys District Board of Trustees.

It is the sole responsibility of all prospective respondents to visit the College’s website, <https://www.cfk.edu/community-resources/bids-rfps-rfqs/>, to view the solicitation and download any issued addenda.

2. COLLEGE INFORMATION

The College currently has one campus in Key West and two centers. The Middle Keys Center is located in Marathon and the Upper Keys Center is located in Key Largo, Florida. All financial reporting, payroll processing, accounts payable processing, and electronic banking activity is performed in the Business Office on the Key West Campus. The Key West Campus and Upper Keys Center collect cash, check, and credit card payments for student and community fees. Cash collection of any form is neither received nor disseminated at the Middle Keys Center.

The following represents monthly averages from the past year (December 1, 2020 – November 30, 2021) of certain College cash activity:

Transaction Type	No. of Transactions	Average Transaction
Deposits	361	\$6,193
Web Payments	685	\$1,063
Checks	3,889	\$4,432
Payroll Transmissions	24	\$207,687
Other Debits	592	\$33,882*
Other Credits	344	\$110,618*

*In the past year the College was constructing the Upper Keys Center in Key Largo, Florida. Average other debits are \$10,395 and average other credits are \$50,129, not including construction activity.

The following represents College merchant activity from the past year (December 1, 2020 – November 30, 2021):

Total Net Sales	No. of Transactions	Average Transaction
\$485,379	1421	\$342

List of College locations that collect cash:

- I. 5901 College Road, Key West, Florida 33040
- II. 106040 Overseas Highway, Key Largo, FL 33037

3. SCHEDULE OF EVENTS:

4:00 p.m., Fri., January 7, 2022	Last day to present written questions
10:00 a.m., Wed., January 12, 2022	RFP due date
9:00 a.m., Thu., January 13, 2022	Opening of RFP Responses
10:00 a.m., Thu., January 13, 2022	Evaluation of proposals
10:00 a.m., Thu., January 20, 2022	Presentations (if applicable)
2:00 p.m., Tue., February 22, 2022	Recommendation to Board of Trustees
12:00 a.m., Friday, July 1, 2022	Commencement of contract

4. POINT OF CONTACT:

The College’s point of contact for all matters relating to this RFP is Lucia Cuculino, Purchasing Agent. If there are any questions concerning this RFP, direct in writing by email to purchasing@cfk.edu. Neither questions nor answers will be provided by phone or in person. The last day for questions will be at 4:00 p.m. (EST) on **Friday, January 7, 2022**. All questions should contain the following information: RFP # 2021-03, company name, address, phone number, facsimile number, the respondent’s name, and specific questions or comments. Questions received after **January 7, 2022**, will not receive a response.

5. NEWS RELEASES AND REPRESENTATION

The respondent shall obtain the prior approval of the College for any news releases or other publicity pertaining to this RFP or other service, study, or project to which it relates.

The respondent shall not use the name of the College in any way unless approved in writing by the College. The respondent shall not assign the agreement or any of the rights or duties hereunder without the prior written consent of the College. The agreement shall be governed by the laws of the State of Florida.

6. AUDIT AND PUBLIC RECORD:

Upon award or thirty (30) days after opening, whichever is earlier, proposals become “public records” and shall be subject to public disclosure consistent with chapter 119.07(1), Florida Statutes. Respondents must invoke the exemptions to disclosure provided by law in the response to the proposal and must identify the data or other materials to be protected and must state reasons why such exclusion from public disclosure is necessary. Respondents are hereby notified that any part of the material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Chapter 119, Florida Statutes (Public Records Law).

7. FAMILIARITY WITH LAWS:

All respondents are required to comply with all federal, state, and local laws, codes, rules, and regulations controlling the action or operation of this proposal. College funds in depository accounts shall be collateralized

in accordance with Florida Statutes, Chapter 136, and any amendments thereto. The Depository shall comply with Section 1010.11, Florida Statutes, as well as State Board of Education Rules 6A-14.0751 and 6A-14.0752 and 6A-14.0765. Other relevant laws may include but are not limited to; the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act of 1990, Florida Administrative Code, Chapter 6A-14, and all Civil Rights legislation.

8. CONFLICT OF INTEREST:

All respondents must disclose with their proposal the name of any officer, director, or agent who is also an employee of The College of the Florida Keys. Further, all respondents must disclose the name of any College employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent's bank or any of its subsidiaries. Should the awarded respondent permanently or temporarily hire any College employee who is, or has been, directly involved with the respondent prior to or during performance of the resulting agreement, the agreement shall be subject to immediate termination by the College. The Conflict of Interest Disclosure form shall be completed and submitted as part of the proposal response (exhibit 45, Conflict of Interest Form).

9. RELATIONSHIP OF PARTIES

The respondent is an independent contractor and will furnish services upon its own credit rather than as an employee, agent, or representative of the College. The conduct and control of the services performed pursuant to the agreement shall be solely with the respondent; however, such services shall be performed in accordance with generally accepted procedures and methods. None of the benefits provided by the College to its employees, including, but not limited to, compensation insurance and unemployment insurance, are available from the College to the respondent or the employees, agents, or public servants of the respondent. The respondent will be solely and entirely responsible for respondent's acts and for the acts of its agents, employees, and public servants during the performance of the agreement.

10. TAXES/LICENSES/PERMITS

The respondent shall pay all applicable taxes and purchase any licenses that may be required in the performance of the contract. In addition, the respondent shall be responsible for obtaining all necessary vendor and employee permits and/or registration cards in compliance with all applicable federal, state, and municipal statutes.

11. INDEMNIFICATION

The provisions of Florida Statute 768.28 applicable to the College, apply in full to the resulting agreement. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the College acting within the scope of their office or employment are subject to the limitations specified in this statute. No officer, employee, or agent of the College acting within the scope of their employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event, or failure to act.

The College shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of their employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. To the fullest extent permitted by law, the respondent shall defend, indemnify, and hold harmless the College, its officials, agents and employees from and against any and all claims, suits, judgments, demands,

liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the respondent or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the College.

12. SEVERABILITY

If any provisions of the agreement resulting from this RFP is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the agreement. In the event any provision of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.

13. EQUAL OPPORTUNITY & DRUG/ALCOHOL FREE WORKPLACE

The College adheres to the nondiscrimination clause contained in Section 202, Executive Order 11243, as amended by Executive Order 11375, relative to Equal Employment Opportunity. The College conforms to both the spirit and letter of the law for all persons without regard to race, color, national origin, ethnicity, age, sex (including sexual orientation and gender identity), marital status, military status, protected veteran status, genetic information, religion, pregnancy, or disability in its programs, activities, or employment practices. By submitting a proposal, the respondent certifies that they are in compliance with nondiscrimination laws.

The College believes in a drug free workplace and is committed through in-house policies to this objective. The Drug Free Workplace Disclosure form shall be completed and submitted as part of the proposal response (exhibit 41, Drug Free Workplace).

14. AMERICANS WITH DISABILITY ACT OF 1990 AND SUBSEQUENT REGULATION, 1991 AND 2020

Respondents may contact Lucia Cuculino, Purchasing Agent, (305) 809-3240, or purchasing@cfk.edu, if special accommodations are required in order to attend any of the scheduled events noted in section three (3) of this RFP.

15. PUBLIC ENTITY CRIMES

The contract 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 (currently \$35,000) 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, respondent attests that they have not been placed on the "Convicted Vendor List." Any person submitting proposals in response to this Request for Proposal must execute and submit form PUR. 7068, Sworn Statement Under Section 287.133(3) (A), Florida Statutes (exhibit 44, Public Entity Crimes).

16. ADDITIONAL INFORMATION AND WRITTEN ADDENDA

No additional information may be submitted, or follow-up performed by any respondent after the stated due date outside of a formal presentation to the evaluation team, if applicable, unless specifically requested by the College.

No interpretation of the meaning of the RFP document or correction of any apparent ambiguity, inconsistency, or error therein will be made to any respondent verbally. Requests for such interpretation or correction should be made in writing to the College's point of contact. Interpretation of the wording of this document shall be the sole responsibility of the College and that interpretation shall be final.

A written addendum may be issued by the Purchasing Agent prior to the RFP submittal date, supplementing, modifying, or interpreting any portion of this RFP and will be posted on the College's website at <https://www.cfk.edu/community-resources/bids-rfps-rfqs/>. No verbal or written information from other sources is authorized as representing the College. It is the sole responsibility of all prospective respondents to visit the website, prior to submitting their response, to view the solicitation and download any issued addenda.

17. RFP DELAYS

The College, at its sole discretion, may delay the scheduled due dates indicated if it is to the advantage of the College to do so. The College will post delays or changes and information or addendums on the College's website at <https://www.cfk.edu/community-resources/bids-rfps-rfqs/>; it is the sole responsibility of interested respondent to consistently monitor this site for changes. Failure to note changes posted on the website will be the fault of the potential respondent and not the responsibility of the College.

18. ACCEPTANCE/REJECTION

The College reserves the right to reject all proposals, to waive any formalities 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 the respondent 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 respondent who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in their opinion, is not in a position to perform properly under this award. The College reserves the right to inspect all facilities of the respondent in order to make a determination as to the foregoing.

The College shall have the right to reject any or all proposals and in particular to reject a proposal not accompanied by data required by the RFP or a qualification in any way incomplete or irregular. Conditional qualifications will not be accepted.

Any or all proposals will be rejected if there is reason to believe that collusion exists between respondents. Proposals in which the prices obviously are unbalanced may be subject to rejection.

19. ERRORS AND OMISSIONS

The respondent is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. If the respondent suspects any error, omission, or discrepancy in the specifications or instructions, the respondent shall immediately notify the College, in writing, and the College shall issue and post a written addendum. The respondent is responsible for the contents of its proposal and for satisfying the requirements set forth in the RFP. Any respondent, which submits in its proposal to the College any information, which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

20. PROPOSAL WITHDRAWN

Respondents may withdraw their proposals by notifying the College in writing at any time prior to the time set for the proposal deadline. Respondents may not withdraw their proposals in person or by phone. Once opened, proposals become the property of the College and will not be returned to the respondents.

21. PROPOSAL COST

Neither the College nor its representatives shall be liable for any expenses incurred in connection with the preparation of a proposal. All proposals, conference attendance, and visits to the College must be at the sole expense of the respondent, whether or not any contract is signed as a result of this Request for Proposal.

22. OPENING AND EVALUATION

Proposals shall be publicly opened on the date and time specified herein unless changed by addendum. A proposal may not be altered after the opening of the proposals. Upon receipt of proposals, an evaluation team will select qualified proposals based on criteria contained herein (Phase 1). At the discretion of the evaluation team, qualified respondent will be contacted to give oral presentations (Phase 2) after the initial review of all proposals. The College reserves the right to select a bank based on the written responses only and not conduct oral presentations (Phase 2).

To facilitate review by the evaluation team, respondents are requested to respond and index their written responses with the same tab notations as contained herein. Proposals will be evaluated and selected based on the criteria detailed below. All respondents will be investigated as to experience, financial condition, personnel/organization, and ability to perform. The College reserves the right to reject any proposal that does not meet the qualifications stated in this RFP. The College shall be the sole judge of compliance and/or qualifications.

Tab Notations:

1. Submission Coverage Page (exhibit 36)
2. Basic Banking Services (0-20 points) (include exhibit 37 and 38)
Evaluated on lowest cost or required compensating balance and overall services.
3. Merchant Services (0-20 points) (include exhibit 39)
Evaluated on lowest cost or required compensating balance and overall services.
4. Cash Management System (0-10 points) (no exhibit)
Evaluated on lowest cost, functionality, and overall services.
5. Overnight Investments (0-15 points) (no exhibit)
Evaluated on highest interest rate.
6. Line of Credit (0-15 points) (no exhibit)
Evaluated on lowest cost and best program.
7. Automated Teller Machine (ATM) Services (0-10 points) (no exhibit)

Evaluated on lowest cost and best program

8. References and Disclosure Statements (0-10 points) (exhibits 40 through 45)

Written responses must be typed and shall not exceed fifty (50) pages, including charts and pictures. Responses should be prepared simply and economically providing a thorough, clear, and concise delineation of all information submitted. Color displays and promotional materials are neither required nor desired. All corrections made by the respondent prior to the opening must be initialed and dated by the respondent. No changes or corrections will be allowed after responses are opened.

The College will organize an evaluation team who will review independently the first fifty (50) pages submitted of responsive proposals as part of Phase 1 of the process. The evaluation team will meet in a Phase 1 public evaluation meeting(s) and individually assign Phase 1 written evaluation points for each criterion as defined herein.

In Phase 1 of the process, each evaluation team member can assign a maximum of one hundred (100) points for each respondent's written response. All the evaluation team members' individual maximum points per proposal will be totaled and an average score will be calculated. Based on the average calculated score, the proposal will be ranked highest to lowest with 100 average score being the highest. All, or top ranked, banks will be selected for phase 2 at the College's discretion.

If Phase 2 is exercised, a public presentation will be conducted with banks as a result of Phase 1 of the process on **Thursday, January 20, 2022**. The Purchasing Agent will notify the selected banks of the time allotted for their public presentation as well as the evaluation criteria to be used in the evaluation of the presentations.

The evaluation team will meet in a Phase 2 public evaluation meeting(s) (if exercised) and evaluate the presentations based on the evaluation criteria to be determined for Phase 2 of the process. Evaluation team members will individually assign Phase 2 written evaluation points for each criterion. In Phase 2 of the evaluation and selection process, each evaluation team member can assign a maximum of one hundred (100) points for each respondent's public presentation. All the evaluation team members' individual maximum points per respondent will be totaled and an average score will be calculated. Based on the average calculated score, the respondents will be ranked highest to lowest with 100 average score being the highest. The ranking will be presented to the College's Executive Administration or designee.

Based on the evaluation team recommendation, an administrative review is conducted to include items such as, but not limited to, review of the evaluation team's work, reference checks, and possible follow-up interviews. Reference checks conducted internally and externally shall confirm the respondent provides qualitative exceptional customer service and that the respondent's contracts are awarded equitably and economically. The College reserves the right to select proposals, which in the opinion and discretion of the College will be in the best interest of the College and/or the most advantageous to the College.

NOTE: Evaluation criteria utilized in Phase Two (2) of the process is to be determined (if applicable).

23. AWARD

The College reserves the right to award, at its sole discretion, all, or part of the required service(s) to one or more qualified respondent. Failure to file a protest within the time prescribed in Section 120.57(3)(b), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

24. RESULTS/PROTEST/DISPUTES

Following Phase 1 and Phase 2 (if applicable) of the evaluation and selection process, it is the sole responsibility of all prospective respondents to visit the website <http://www.cfk.edu/faculty-admin/purchasing-bids.da> to view the intended award public posting.

Failure to file a written protest to the Purchasing Agent within the time prescribed in section 120.57(3) (b), Florida Statutes, shall constitute a waiver of protest proceedings. A lobbying blackout period shall commence upon issuance of the solicitation until the approved recommendation for award.

Any Notice of Protest involving the specifications, terms, and conditions or any other aspect of the Request for Proposal must be filed in writing within seventy-two (72) hours after the posting of the solicitation. Formal written protest must be filed within ten (10) days after the date of the Notice of Protest is filed; noting references to the specific statutes, the protest is based upon. Failure to file a Notice of Protest or failure to file a formal written protest within the time prescribed shall constitute a waiver of proceeding under Chapter 120, Florida Statutes.

In case of any doubt or difference of opinion as to the specifications, equivalent products, or items to be furnished hereunder the decision of the College shall be final and binding on both parties.

25. CONTRACT TERMS

The terms, specifications, and conditions of this proposal constitute the total agreement and no further conditions will be accepted.

26. CONTRACT PERIOD

The purpose of this Request for Proposal is to establish a three (3) year contract with an automatic annual renewal, thereafter, based on performance review and other criteria established for awarding the contract. The commencement date of a contract resulting from this proposal will be July 1, 2022. The College may terminate the contract prior to any renewal date upon sixty (60) days written notice.

27. TERMINATION/CANCELLATION

The College reserves the right to not renew the contract by providing a sixty (60) calendar day written notice prior to renewal date to respondent. If the contract is cancelled, the College may elect to award the contract to the next ranked provider or reissue the proposal, whichever is in the best interest of the College.

If the provider is not performing within the terms and conditions set forth by the College of the Florida Keys, the Executive Vice President and Chief Financial Officer will notify the provider that the contract will be terminated within thirty (30) days for cause from the date of the notification letter.

The contract may be cancelled in whole or in part by either party by giving sixty (60) days prior notice in writing to the other party. Any such notice or demand hereunder by either party to the other shall be affected by registered or certified mail, return receipt requested and shall be deemed communicated forty-eight (48) hours after mailing. The obligations of the College under this award are subject to the terms and conditions established by the Legislature of the State of Florida.

28. PROHIBITION AGAINST ASSIGNMENT

Neither the College nor the respondent shall assign, sublet, convey, or transfer its interest in this contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the College, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the College and the respondent.

29. SUBMITTAL REQUIREMENTS AND INCLUSIONS

Proposals are to be received in sealed envelopes plainly marked, RFP #2021-03 Banking, Merchant, Line of Credit, and ATM Services and the bidder's name. Submissions must include three (3) sets of proposals (one original and two copies). Proposals are required to be submitted on or before **10:00 a.m., Wednesday, January 12, 2022** to Lucia Cuculino, Purchasing Agent, The College of the Florida Keys, 5901 College Road, Maintenance Building, Key West, Florida, 33040. The proposals will be publicly opened at **9:00 a.m. on Thursday, January 13, 2022** in the Board Room of the Administration Building at the same address listed above. One set is to be clearly marked 'original' and is to become the official file copy. Upon receipt of proposals, an evaluation committee will select qualified candidates based on criteria contained herein. The College's RFP Committee reserves the option to request a presentation from the respondent(s).

All services shall meet or exceed the requirements as stated in all services required.

A. All submittals shall include a complete response to the proposal requirements and the following exhibits.

PACKAGE EXHIBITS

36. Submission Cover Page
37. Basic Bank Service Fees
38. Direct Deposit (ACH) Payrolls
39. Merchant Services Fees
40. References
41. Drug Free Workplace
42. Qualifications Certification
43. Disputes Disclosure Form
44. Public Entity Crimes
45. Conflict of Interest Disclosure Form

Supporting material may be submitted; however, the decision in selecting the highest ranked proposal will be based upon the standard forms and provided information requested in the RFP. The award shall be made to the respondent whose proposal is determined to be the lowest cost/highest yield or best based on the criteria set forth in this RFP and at the sole discretion of the College.

B. In addition to the completed exhibits, each respondent shall provide evidence of its ability to provide the services the College requires herein. This evidence shall include but not be limited to:

B1. Certificate of Qualification (exhibit 42) by the Department of Financial Services.

B2. Disputes Disclosure Form (exhibit 43).

B3. Verification that the respondent is a member of or has direct access to the Federal Reserve System.

- B4. A summary of the respondent's financial resources, including audited financial statements and annual reports for the last two years. Statements and reports should be from the corporate entity making the proposal rather than its parent corporation.
- B5. The respondent 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.
- B6. Service locations:
 - B6a) A list of the bank's branch offices which meets the proximity requirements to each of The College's three locations, along with the address of each related branch location and verification of the distance to the college campus/center it will service.
 - B6b) Name, title, location, and phone number of the Bank Officer proposed to be The College's primary contact to be known as the Banking Contract Manager. The College would prefer one contact person as the primary contact for all banking service questions and issues.
- C. A listing (references) of other active primary public accounts serviced by the bank, indicating contact person(s) at the organization (exhibit 40, References).
- D. The respondent's proposed contract with the College for banking services and all other resolution forms and agreement forms required by the bank for the performance of the banking services. The College prefers to have one contract, when appropriate, for all services selected under this proposal.
- E. The College is interested in receiving proposals for additional services not required herein but which the respondent believes would be advantageous to the College (e.g., free checking for the College's students and employees, etc.). Although the College will not consider such additional services in its decision to award this contract, it reserves the right to include these services in its contract with the selected bank, as well as any new options and services, which may become available during the term of the contract.

30. BASIC BANKING SERVICES

The respondent selected by the College as its depository shall comply with Florida Statutory Law as it relates to public depositories, specifically Chapter 136, and any amendments hereto. The Depository shall comply with Section 1010.11, Florida Statutes, as well as State Board of Education Rules 6A-14.0751, 6A-14.0752 and 6A-14.0765.

The banking services requirements as detailed in this section shall be performed for the College on a contractual basis. 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 transactions processed. Alternatively, the College will consider maintaining a compensating balance on deposit based fixed fees (said compensating balance to be revised periodically as mutually agreed by the College and the bank to adjust for the volume of transactions for the future year) and a specified earnings credit rate.

The respondent 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.

Following the decision to award this contract based on the selection criteria specified herein, the requirements of the Request for Proposal, and upon agreement with selected respondent 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.

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

The following are requirements for basic banking services.

- A. 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 discussion of the cost/benefit rationale for its recommendation. The College also requests the capability to define its own structure and number of accounts.
- B. The cut-off time for delivery of deposits to the designated branch bank office for same day credit on deposits shall be 4:00 p.m. The proposing bank should include in its proposal a discussion of its cash management operation and the applicable timeliness for processing deposits and crediting said deposits to the College's account.
- C. The College requires access to a designated bank branch office within ten (10) miles of each of its locations. A list of locations can be found section two (2) of this RFP. Alternatively, the bank must agree to provide daily weekday deposit pickup and/or delivery service from any College location outside of the ten (10) mile requirement.
- D. Honor requests for stop payment of checks from authorized College Business Office personnel.
- E. Automatically re-deposit all NSF checks a second time before returning to the College.
- F. Provide statements of the College's account with cut-off at the close of the last working day of the month and have them delivered to the College Business Office within two (2) working days after the last day of the month. With the bank statement, a data file should be included on electronic media that contains all cleared items with appropriate information (i.e., check number, date, and amount). The respondent shall provide online access to check images, account balances, and statements on a timely basis (to be specified in the RFP response) between statement cycles.
- G. Provide all other routine banking services including but not limited to endorsement stamps, locking bags, coin wrappers, currency straps, and night deposit service available at main branch and each site. The cost, if any, for deposit services should be listed as additional items on exhibit 37, Basic Bank Service Fees.
- H. Supply the College with three-part deposit slips to the Colleges' specifications as to design, color, paper stock, and MICR encoding.
- I. Accommodate pre-authorized wires out upon request of authorized College personnel and guarantee arrival in the same day for requests made before 4:00 p.m.
- J. Provide daily transfer notice(s) for funds transferred or wired to and from the State of Florida agencies (monthly appropriations, State Board of Administration, etc.) and other accounts.

- K. Provide ACH services for both debit and credit transactions. The College requires the ability to generate ACH transactions for employee payroll and reimbursements, vendor payments and student refunds. The proposal should include the methods of transmission, cut-off times, lead-time required for new locations for direct deposits, including time for pre-notifications, pre-funding requirements with time requirements, and any security features related to processing direct deposits.
- L. Notify the College Business Office immediately if any discrepancy is found with deposits. The College shall have the option to set a minimum threshold for this notification.
- M. Provide the College check cashing to non-account holders without a fee assessed. Students, faculty, and staff who are non-account holders shall be able to cash a College check and receive in return the gross amount of the check without fees or surcharges for not being an account holder.
- N. Provide a fraud prevention tool such as “Positive Pay” or “Controlled Disbursement” preventing the clearing of checks that have been fraudulently altered and/or do not agree to the College’s check register data file. The bank shall perform a daily reconciliation with any exceptions being reported to the College. An online system shall give the ability to return or pay exception items.
- O. If the bank offsets bank charges with an earnings credit allowance, state how the monthly earnings credit rate is calculated. Illustrate by example of how the bank would determine the amount of the College’s account balance that would apply to the credit rate.
- P. Describe the bank’s process of handling a fraudulent claim against the College’s accounts.
- Q. The bank shall provide deposit reconciliation services to assist the College in effectively managing daily deposits.
- R. The bank shall also state if it has “Remote Deposit Capture” capabilities and what fees would be assessed if available.
- S. The bank shall provide telephone authorization provisions for select authorized personnel for processing payroll files, ACH, and wire payments in the event of limited access as a result of a disaster preparedness and recovery.
- T. Provide annual report of banking activity based on transactional type to include, but not limited to, the total number of transactions, total dollar value and average amount of transactions. The annual report shall also include a trend summary by month.

31. MERCHANT SERVICES

The College accepts Visa, MasterCard, American Express, and Discover credit and debit cards at its two Business Office cashier locations, Campus Café, Aquatic Center, and online transactions (optional). The College will need up to five (5) separate merchant numbers, one for each location and one for internet payments (to be determined). The respondent shall provide merchant services as follows:

- A. Charges for credit card and debit card services are to be assessed as quoted in RFP response by either of the alternative methods described herein. Include exhibit 39, Merchant Service Fees, in response.

- B. All-inclusive credit card swipe, chip, and touchless terminals for credit and debit cards will be provided for use at the College by the Bank. Equipment must be able to perform on-line authorizations and electronic transmittal of deposits to the College's primary account. The point-of-sale equipment pricing should be presented in the proposal with purchase and lease options.
- C. Credit card tickets and other required supplies should be provided by the bank.
- D. Options for smartphone connectivity for use of digital wallets i.e. Apple Pay and Samsung Pay. Include any fees assessed.
- E. Optional support for the College's current web authorized e-commerce software must be provided. More information for this product can be found at <https://www.touchnet.com/en>. The College reserves the right to maintain existing merchant contract for w-commerce services.

32. CASH MANAGEMENT SYSTEM

The College requires the use of an automated cash management system to permit authorized College personnel to have secure, direct, and on-line computer access to account status information and account activities such as stop payments, balance inquiries, paid check status inquiries and controlled disbursement authorizations.

- A. The Cash Management System must include necessary software applications to enable the College to establish a data link with the bank's provider network. A secure, internet-based solution is preferred providing the ability to facilitate transfers remotely.
- B. The Cash Management System shall have the capability of sending and receiving data transmissions. Data transmissions received would be in the form of summary bank account information, in addition to activity detail. Outgoing transmissions would be in the form of fund movement instructions.
- C. The Cash Management System shall have the ability to interface with Microsoft Applications, as well as make available standard balance tracking, history reporting and fund transfers.
- D. Collected balance information and controlled disbursements/positive pay presented the previous day shall be available by 9:00 A.M. Eastern Time the following day.
- E. Should the cash management system be offline due to bank equipment/software failure or any other reason not under the control of the College, the bank must provide alternative means to provide all cash management services at no additional charge.
- F. Proposals should also include the following:
 - F1. System components and requirements. A detailed description of the system being proposed including but not limited to the software requirements and the system support provided by the respondent.
 - F2. Any limitations foreseen as related to the short-term account implementation as well as long-term account implementation.
 - F3. Examples of the standard reports.
 - F4. Options regarding modification of these reports.
 - F5. Security Features.

- F6. Initial costs of software including installation and training, if any. Include number of days required for training and the number of College employees covered by training.
- F7. Completion of exhibit 38, Direct Deposit (ACH) Payrolls.

33. OVERNIGHT INVESTMENTS

It is the College's intent to have all monies on deposit earn interest. Submit the best options to accomplish this objective.

The College intends to have all monies on deposit treated and reported as funds on deposit. Respondents are to respond as to how College funds will be invested and how they will maintain compliance with safekeeping requirements. Investments shall comply with requirements of Florida Statute Chapter 218.415 and State Board of Education Administrative Rule 6A-14.0765.

The interest rate the bank will pay on monies on deposit shall be stated in relation to the daily effective federal funds rate (or monthly average) as reported in the prior day Wall Street Journal.

Proposals should also include the following:

- A. Describe the investment vehicle proposed for overnight investment of College funds.
- B. Describe the method of collateralization of overnight investments. Verify proposed method is in accordance with appropriate Florida Statutes and/or rules.
- C. List any charges related to the overnight investment.

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.

34. LINE OF CREDIT

The College is seeking a standby line of credit to facilitate and enhance operating liquidity management. The line of credit will be in the amount of \$5,000,000, which will be available for borrowing, re-paying, and re-borrowing in perpetuity. The line of credit will be unsecured. The line of credit will primarily be used to support the College's capital projects for which funding is derived primarily from state appropriations and federal grants. Additional funding sources include tuition and fees collected from students and donors. The College reserves the right to use funds for non-capital projects.

The proposal should include the following:

- A. Fee structure, including any commitment fee(s), the interest rate to be charged on any borrowings, and any other fees or costs associated with maintaining and drawing on the institution's line of credit facility.
- B. Reporting requirements and covenants.

35. AUTOMATED TELLER MACHINE (ATM) SERVICES

The College currently has one ATM located at the Student Center on the Key West Campus. The College is seeking the replacement of the ATM at the Key West campus and adding a second ATM at the Upper Keys Center.

The following requirements must be met:

- A. ATM location will remain as existing and should have similar footprint.
- B. Completely 100% turnkey installation (nothing required of College staff for unit to operate).
- C. No charge for machine, installation, service, maintenance, or supplies.
- D. Provide list of fees assessed to users.
- E. Wireless connection to processing networks.
- F. 24/7 toll-free customer service help (number listed on the ATM).
- G. Cash insured for all consumer losses.

The following are optional and will result in greater point assessment:

- H. Commission sharing options with volume requirements for each machine, or collectively.
- I. Smartphone connectivity for use of digital wallets i.e. Apple Pay and Samsung Pay. Include fee information assessed to users.

36. SUBMISSION COVER PAGE

(Please type or print clearly in ink for reproduction purposes)

IDENTIFICATION Firm Name			Type of Service
Purchasing Address	City	State	ZIP (9-digit)
Remit to Address	City	State	ZIP (9-digit)
Phone #	Fax #		web page address
Contact Person	Title		
Contact Person's Email Address			
Address of Parent Firm	City	State	ZIP (9-digit)
Federal Employer Tax Identification No (9-digit) OR (FEIN)	Social Security Number (SSN)		
Are you a 1099 recipient?	If YES, under what name		
OWNERSHIP Please check all applicable boxes Firm is at least 51% owned, controlled, and actively managed by <input type="checkbox"/> Minority Person(s) <input type="checkbox"/> Woman/Women			
If minority owned, check applicable <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian Pacific American (includes oriental) <input type="checkbox"/> Asian Indian American (includes India, Pakistan, and Bangladesh) <input type="checkbox"/> Native American (includes American Indian, American Eskimo, American Aleut, and Native Hawaiian)			
Attach current MBE/WBE Certifications (The College of the Florida Keys requires certification of MBE's by the National Minority Supplier Development Council or an affiliate council, or a state or local government agency.)			
SIZE INFORMATION Please check appropriate box (check one only). <input type="checkbox"/> Foreign Owned Business <input type="checkbox"/> Minority Owned Business <input type="checkbox"/> Women Owned Business <input type="checkbox"/> Small Business Entity <input type="checkbox"/> Government <input type="checkbox"/> Non-Profit Business <input type="checkbox"/> Individual, Self-Employed <input type="checkbox"/> Partnership, Joint Venture <input type="checkbox"/> Corporation Estate/Trust			
Name (Print): _____			
Signature: _____			

Firms certify by their signature they have read and understand the conditions and specifications of this Statement of Qualifications and they have the authority, capacity, and capability to perform to the conditions and specifications of this Request for Qualifications.

37. BASIC BANK SERVICE FEES

Responder is required to complete the following pricing list that reflects the estimated requirements of The College. Indicate N/C if there is no charge for an item.

	<u>ANNUAL VOLUME</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
GENERAL SERVICES			
ACCOUNT MAINTENANCE	_____	_____	_____
DEPOSITS	_____	_____	_____
CHECKS PAID	_____	_____	_____
ITEMS DEPOSITED	_____	_____	_____
DEPOSITED ITEMS CHARGED BACK	_____	_____	_____
REDEPOSITED ITEMS	_____	_____	_____
STOP PAYMENTS	_____	_____	_____
DEPOSIT CORRECTIONS	_____	_____	_____
CASH PROCESSING	_____	_____	_____
NIGHT DEPOSIT BAGS PROCESSED	_____	_____	_____
CURRENCY STRAPS PROVIDED	_____	_____	_____
ACH SERVICES			
ACH MAINTENANCE	_____	_____	_____
ACH ITEMS ORIGINATED	_____	_____	_____
ACH RETURNS/NOC'S	_____	_____	_____
ACH REVERSALS	_____	_____	_____
ACH DEPOSITS	_____	_____	_____
ACH ITEMS PAID	_____	_____	_____
ON-LINE BANKING			
MONTHLY MAINTENANCE	_____	_____	_____
PER ACCOUNT	_____	_____	_____
PER ITEM STORED/DOWNLOADED	_____	_____	_____
PER BOOK TRANSFER	_____	_____	_____
PER OUTGOING REPETITIVE WIRE	_____	_____	_____
PER OUTGOING NON-REPETITIVE WIRE	_____	_____	_____
ACCOUNT RECONCILEMENT			
PARTIAL RECON MONTHLY MAINTENANCE	_____	_____	_____
PARTIAL RECON PER ITEM	_____	_____	_____
SERIAL SORT MONTHLY MAINTENANCE	_____	_____	_____
SERIAL SORT PER ITEM	_____	_____	_____
DEPOSIT RECON MAINTENANCE	_____	_____	_____
DEPOSIT RECON PER ITEM	_____	_____	_____
ACCOUNT RECON DATA TRANSMISSION	_____	_____	_____
POSITIVE PAY			
POSITIVE PAY MAINTENANCE	_____	_____	_____
POSITIVE PAY PER ITEM	_____	_____	_____
ZERO BALANCE ACCOUNT			
ZBA MONTHLY MAINTENANCE	_____	_____	_____
ZBA PER SUB ACCOUNT	_____	_____	_____

38. DIRECT DEPOSIT (ACH) PAYROLLS

Number of days and deadline time before payroll day that deposit information to be electronically provided to the bank from The College.

Number of Days

Time of Day

Number of Days and deadline time on which actual funds are transferred to appropriate employee demand accounts at various banks.

Number of Days

Time of Day

Number of Days and deadline time actual College funds are transferred and do not earn interest.

Number of Days

Time of Day

40. REFERENCES

Firm or Entity:

Address:

City, State, Zip:

Contact Person:

TelephoneNo.:

Date of last service:

Firm or Entity:

Address:

City, State, Zip:

Contact Person:

TelephoneNo.:

Date of last service:

Firm or Entity:

Address:

City, State, Zip:

Contact Person:

TelephoneNo.:

Date of last service:

Firm or Entity:

Address:

City, State, Zip:

Contact Person:

TelephoneNo.:

Date of last service:

Firm or Entity:

Address:

City, State, Zip:

Contact Person:

TelephoneNo.:

Date of last service:

41. DRUG FREE WORKPLACE

The undersigned firm in accordance with Florida Statute 287.087 hereby certifies that _____
_____ does:

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 proposed 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 proposal, 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 any controlled substance law of the United States or any state violation occurring in the workplace, no later than five (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 an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

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

Respondent's Signature

Date

42. QUALIFICATIONS CERTIFICATION

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 materials, supplies or equipment, and is, in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this proposal; I certify that I am authorized to sign this proposal.

I hereby agree to furnish the items and/or services at the prices and terms stated in my proposal. I have read and understand the terms and conditions of the Request for Proposal.

This firm is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all people without regard to race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the Secretary of Labor.

I certify that I have received the following addenda (if any):

Addendum _____ Dated _____

Addendum _____ Dated _____

Signature _____

Name(s) and Title(s) _____

Legal Name of Firm _____

Mailing Address _____

City, State, Zip _____

Telephone _____ Fax _____

Date _____

NOTE: Please return to the Florida Keys Educational, Inc. with your proposal.

43. DISPUTES DISCLOSURE FORM

Please answer the following questions **Yes** or **No**. If you answer yes to any of the questions please provide a full explanation below the question.

1. Has your firm or any of its officers received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association with in the last five (5) years? .

2. Has your firm or any member of your firm been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years? _____

If yes, indicate firm name, contact name and telephone number, length of service provided, and reason for early cancellation/termination of contract.

3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts involved? _____

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

Firm Name Date _____

Authorized Signature Title _____

44. PUBLIC ENTITY CRIMES

Any person submitting a Request for Proposal in response to this invitation must execute the enclosed for PUR 7068, SWORN STATEMENT UNDER PARAGRAPH 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with the said statement. However, if you have provided the completed form to the submittal address listed in this invitation and it was received on or after January 1, 2009, another completed form is not required for the remaining calendar year.

THIS FORM **MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC** OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to:

(print name of the public entity)

By _____
(Print name of entity submitting sworn statement)

Whose business address is

And (if applicable) its Federal Employer Identification No. (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime: or

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (**indicate which statement applies**).

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executive, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (**attach a copy of the final order**).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED.

I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sworn to and subscribed before me this _____ day of _____ 20 _____

Personally known _____

OR Produced identification _____ Notary Public - State of _____

_____ . My commission expires _____ (Type of identification)

(Printed, typed and/or stamped commissioned name of Notary Public)

A person or affiliate who has been placed on the convicted Firm 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 Firm, supplier, Sub-Firm, 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 Firm list.

45. CONFLICT OF INTEREST DISCLOSURE FORM

PROJECT (RFQ, RFP, ITN, BID) NUMBER: _____

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal: the name of any officer, director, or agent who is also an employee of The College of the Florida Keys (CFK). Furthermore, all respondents must disclose the name of any CFK employee who owns, directs, or indirectly, an interest of more than five percent (5%) in the respondent's firm or any of its branches.

The purpose of this disclosure statement is to give The College the information needed to identify potential conflicts of interest for screening evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any College duty or responsibility in administration, management, instruction, research, or other professional activities. The bias such conflicts could conceivably impart may inappropriately affect the goals of research, instructional, or administrative programs. The education of students, the methods of analysis and interpretation of research data, the hiring of staff, procurement of materials, and other administrative tasks at The College must be free of the undue influence of outside interests.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of instructional, research, or administrative goals, processes, or outcomes. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

Please check one of the following statements and attach necessary documents if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Legal Name of Respondent _____

Authorized Signature _____

Name (print or type) _____

Title _____