



## **PURCHASING SERVICES**

### **Invitation to Negotiate for**

### **Banking and Financial Services**

Please mark all proposal submission envelopes with the following information:

ITN10MAW-114

Opening 10/09/2009 at 3:00 PM

1.0	STATEMENT OF WORK.....	5
1.1	Summary.....	5
1.2	Coverage and Participation .....	5
2.0	GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS .....	5
2.1	Original ITN Document.....	5
2.2	University Demographics .....	5
2.3	Schedule of Events.....	6
2.4	Pre-Proposal Conference.....	6
2.5	N/A.....	6
2.6	Special Accommodations .....	6
2.7	Proposal Preparation Instructions.....	7
2.7.1	<u>Vendor’s Understanding of the ITN</u> .....	7
2.7.2	<u>University Provides Information in Good Faith without Liability</u> .....	7
2.7.3	<u>Verbal versus Written Communication</u> .....	7
2.7.4	<u>Questions, Communications and Inquires between the University and Vendors</u> .....	7
2.7.5	<u>Addenda and the University’s Response to Communications from Vendor</u> .....	8
2.7.6	<u>Pricing and/or Revenue Proposal</u> .....	8
2.7.7	<u>Revisions to the ITN</u> .....	9
2.7.8	<u>Attention to Terms and Conditions</u> .....	9
2.7.9	<u>Required Signature</u> .....	9
2.7.10	<u>Proposal Organization</u> .....	9
	Response Format .....	9
2.7.12	<u>Collusion Prohibited</u> .....	11
2.7.13	<u>Improper Business Relationships/Conflict of Interest Prohibited</u> .....	11
2.7.14	<u>Corrections, Changes, and Providing Information on Forms within the ITN</u> .....	11
2.7.15	<u>Performance and Payment Bond</u> .....	11
2.7.16	<u>Anti-Kickback</u> .....	11
2.8	Proposal Submission and Subsequent Opening .....	12
2.8.1	<u>Proposal Costs</u> .....	12
2.8.2	<u>Faxes or Emails Not Accepted</u> .....	12
2.8.3	<u>Number of Proposal Copies to be Furnished</u> .....	12
2.8.4	<u>Bindings and Marking</u> .....	12
2.8.5	<u>Marking of Envelopes</u> .....	12
2.8.6	<u>Withdrawal of ITN</u> .....	13
2.8.7	<u>University’s Right to Use Vendor’s Ideas/Proprietary Information</u> .....	13
2.9	Evaluation Process and Award .....	13
2.9.1	<u>Contractual Intent/Right to Terminate and Recommence ITN Process</u> .....	13
2.9.2	<u>Effective Period of Proposals</u> .....	13
2.9.3	<u>Proposal Acceptance/Rejection</u> .....	13
2.9.4	<u>Errors and Omissions in Vendors Proposals</u> .....	13
2.9.5	<u>Determination of and Information Concerning Vendor’s Qualifications</u> .....	14
2.9.6	<u>Apparently Conflicting Information Obtained by Vendor</u> .....	14
2.9.7	<u>Rejection of Vendor Counter-offers, Stipulations and Other Exceptions</u> .....	14
2.9.8	<u>Method of Award</u> .....	14
2.9.9	<u>Selection, Negotiation, Additional Information</u> .....	15
2.9.10	<u>Pre-Award Presentations</u> .....	15
2.9.11	<u>Pre-Award Negotiations</u> .....	15
2.9.12	<u>Notice of Proposal Protest Bonding Requirement</u> .....	15
2.9.13	<u>Vendor’s Need to Use Proprietary Rights of the University</u> .....	16
2.9.14	<u>Public Record</u> .....	16

<b>3.0</b>	<b>DEFINITIONS.....</b>	<b>16</b>
3.1	Agreement/Contract .....	16
3.2	Customer .....	16
3.3	May, Should .....	16
3.4	Must, Shall, Will .....	16
3.5	Proposal.....	16
3.6	Proprietary Information.....	16
3.7	Provider .....	16
3.8	Invitation to Negotiate (ITN).....	16
3.9	Respondent .....	17
3.10	Response.....	17
3.11	Successful Vendor .....	17
3.12	Supplement Agreement .....	17
3.13	Supplier.....	17
3.14	University.....	17
3.15	Vendor.....	17
3.16	Vendor's Proposal .....	17
3.17	Vendor's Response .....	17
<b>4.0</b>	<b>AGREEMENT TERMS AND CONDITIONS .....</b>	<b>17</b>
4.1	Actions of Successful Vendor.....	17
4.2	Advertising .....	18
4.3	Americans with Disabilities Act .....	18
4.4	Certification .....	18
4.5	Conflict of Interest .....	18
4.6	Discrimination .....	18
4.7	Drug Free Workplace.....	18
4.8	Equal Opportunity Statement .....	18
4.9	Federal, State, and Local Taxes, Licenses and Permits .....	19
4.10	Inspection and Audit .....	19
4.11	Liens.....	19
4.12	Modifications.....	19
4.13	Non-Discrimination.....	19
4.15	Sales and Use Tax .....	20
4.16	Sexual Harassment.....	20
4.17	Small Business Program .....	20
4.18	Smoking Policy .....	20
4.20	Assignment-Delegation.....	21
4.21	Assignment of Anti-Trust Overcharge Claims.....	21
4.22	Date for Reckoning Prompt-Payment Discount .....	21
4.23	Force Majeure .....	21
4.24	N/A.....	21
4.25	Indemnification/Hold Harmless .....	21
4.26	Insurance Requirements.....	21
4.27	Protection of Property.....	22
4.28	Labor Disputes.....	22
4.29	Laws and Regulations.....	22
4.30	No Replacement of Defective Tender .....	22
4.31	No Waiver of Right by the University .....	22
4.32	Notice to Vendors of Asbestos-Containing Materials in University Buildings .....	23
4.33	Parking.....	23
4.34	Payment Terms .....	23
4.35	Price Adjustment .....	23
4.36	Prior Course of Dealings.....	24
4.37	Prison Rehabilitative Industries .....	24

4.38	Public Entity Crime .....	24
4.39	Public Records .....	24
4.40	N/A .....	24
4.41	Remedies and Applicable Law .....	24
4.42	N/A .....	24
4.43	Right of Offset .....	24
4.44	N/A .....	25
4.45	N/A .....	25
4.46	N/A .....	25
4.47	Termination .....	25
4.47.1	<u>Convenience</u> .....	25
4.47.2	<u>Default</u> .....	25
4.47.3	<u>Gratuities</u> .....	25
4.47.4	<u>Insolvency</u> .....	25
4.47.5	<u>Lack of Funds</u> .....	26
4.47.6	N/A .....	26
4.47.7	<u>Suspension or Debarment</u> .....	26
4.47.8	<u>Continuation of Performance Through Termination</u> .....	26
4.48	N/A .....	26
4.49	N/A .....	26
5.0	SCOPE OF WORK, SPECIFICATIONS, TECHNICAL REQUIREMENTS .....	26
6.0	Certifications and Forms .....	40
6.1	Certification of Proposal .....	40

## **1.0 STATEMENT OF WORK**

### **1.1 Summary**

The University of Florida intends to negotiate a banking and financial services agreement(s) to be effective on or about July 1, 2010. By way of this Invitation to Negotiate (ITN), we invite proposals from qualified institutions for the banking and other financial services described in Lots 1 through 3, which include the following.

- Lot 1: General Banking Services**
- Lot 2: Merchant Services (Credit/Debit Cards)**
- Lot 3: Gator 1 Card**

Vendors may propose for all of the lots, for any combination of the lots, or for separate lots. Note, when proposing for a lot, vendors must propose for all services within that lot. The University may award individual lots to separate vendors and reserves the right to not award a lot if proposals are not satisfactory in the University's sole discretion or for other reasons as provided herein.

It is important to note that the financial institution(s) contracting to provide services as a result of this ITN must make a commitment to accept the responsibility of supporting a very demanding account relationship.

The information provided in this document describes the University's current banking and financial services operations. The University is a public body corporate responsible for administering its financial accounting and investment system (i.e., it is not part of the State of Florida financial accounting and investment system). Currently, University main campus maintains eight accounts. In addition, accounts for 11 University direct support organizations (DSO) located throughout the state of Florida are included. Additional or fewer accounts and services may be merited in the future.

### **1.2 Coverage and Participation**

The intended coverage of this ITN and any Agreement resulting from this solicitation shall be for the use of the University of Florida.

The University reserves the right to add and/or delete elements, or to change any element of the coverage and participation at any time without prior notification and without any liability of any kind or amount.

## **2.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS**

### **2.1 Original ITN Document**

Purchasing Services shall retain the ITN, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification.

### **2.2 University Demographics**

The University of Florida is a major public land-grant research university. The state's oldest, largest, and most comprehensive university, the University of Florida is among the nation's most academically diverse public universities. The University has a long history of established programs in international education, research, and service. It is one of only 17 public land-grant universities nationwide and the only university in Florida belonging to the Association of American Universities. With more than 50,000 students, the University of Florida is now one of the five largest universities in the nation.

The University of Florida has a 2,000-acre campus and more than 900 buildings (including 170 with classrooms and laboratories). The northeast corner of campus is listed as a historic district on the National Register of Historic Places.

The University's extensive capital improvement program has resulted in facilities ideal for 21st century research including the McKnight Brain Institute, the Health Professions, Nursing and Pharmacy Building, the Cancer and Genetics Research Complex, and the Proton Therapy Institute in Jacksonville. Overall, the university's current facilities have a book value of more than \$1 billion and a replacement value of \$2 billion.

For any additional information about the University of Florida, please visit the University's Internet web page at: [www.ufl.edu](http://www.ufl.edu).

### 2.3 Schedule of Events

The following is the tentative schedule that will apply to this ITN, but may change in accordance with the University's needs.

08/27/09	Issuance of ITN
09/18/09 – 10:00 AM	Mandatory Pre-proposal Conference
09/21/09 –5:00 PM ET	Technical Questions/Inquiries Due
09/24/09	Reponses to Inquires sent out
10/09/09 –3:00 PM ET	ITN Closes/Opening of Proposals
11/6/09	Complete Evaluations
12/11/09	Award Notification
12/16/09 –4:15 PM ET	72 hour posting period ends
07/01/2010	Commence Service
07/01/2010	Implementation

### 2.4 Pre-Proposal Conference

A mandatory pre-proposal conference will be held for vendors who intend to respond to this ITN. The purpose of the conference is to provide for questions and answers regarding terms, conditions, or specifications of the ITN. Answers to any questions that might arise will be in the form of Addenda to the Invitation to Negotiate, prior to the proposal opening. All such revisions must be acknowledged by signature and returned with the proposal. Failure to attend this meeting will result in the rejection of your proposal.

Date & Time: **09/18/09 10:00 AM ET**  
University of Florida  
**Building:** Elmore Hall  
**Room:** Room 101

The Purchasing Coordinator may choose to call for additional pre-proposal conference(s) if, in the sole judgment of the Purchasing Coordinator, there is a need for such conference(s) in order to promote competition.

### 2.5 N/A

### 2.6 Special Accommodations

If special accommodations are needed in order to attend a pre-proposal meeting or a proposal opening, contact Gail Morris, 352-392-1331 x 232 or email at [gmorris@ufl.edu](mailto:gmorris@ufl.edu) three (3) business days prior to pre-proposal meeting or proposal opening.

## **2.7 Proposal Preparation Instructions**

### **2.7.1 Vendor's Understanding of the ITN**

In responding to this ITN, the vendor accepts the responsibility fully to understand the ITN in its entirety, and in detail, including making any inquires to the University as necessary to gain such understanding. The University reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, the University reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. Related to this, the University's right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost or liability whatsoever to the University.

### **2.7.2 University Provides Information in Good Faith without Liability**

All information provided by the University in this ITN is offered in good faith. Individual items are subject to change at any time. The University makes no certification that any item is without error. The University is not responsible or liable for any use of the information, or for any claims attempted to be asserted there from.

### **2.7.3 Verbal versus Written Communication**

Verbal communication shall not be effective unless formally confirmed in writing by the specified University purchasing official in charge of managing this ITN's process. In no case shall verbal communication override written communication.

### **2.7.4 Questions, Communications and Inquires between the University and Vendors**

Vendor inquiries, questions and requests for clarification related to this ITN are to be directed, in writing, to:

University of Florida  
Purchasing Services  
102 Elmore Hall  
PO Box 115250  
Gainesville, FL 32611-5250

Attn: Mary Ann Whitley  
Telephone No: 352/392-1331 ext 234  
Facsimile No: 352/392-8837  
E-mail Address: mwhitley@ufl.edu

Applicable terms and conditions herein shall govern communications and inquires between the University and vendors, as they relate to this ITN.

**Informal communications** shall include, but are not limited to, requests from/to vendors or vendors' representatives of any kind or capacity, to/from any University employee or representative of any kind or capacity, with the exception of Purchasing Services, for information, comments, speculation, etc. Inquiries for clarifications and information that will not require addenda may be submitted verbally to the Purchasing Coordinator named, above, at any time.

**Formal communications** shall include but are not limited to the following.

- Questions concerning this ITN must be submitted in writing, and be received prior to 09/21/09 – 5:00 PM/ET.

- Errors and omissions in this ITN and enhancements. Vendors shall bring to the University's attention any discrepancies, errors, or omissions that may exist within this ITN. Vendors shall recommend to the University any enhancements in respect to this ITN, which might be in the University's best interests. These must be submitted in writing and be received prior to 09/21/09 – 5:00 PM/ET.
- Inquiries about technical interpretations must be submitted in writing, and be received prior to 09/21/09 – 5:00 PM ET.
- Inquiries for clarifications/information that will not require addenda may be submitted verbally to the Purchasing Coordinator named above at any time during this process.
- Verbal and/or written presentations and pre-award proposals under this ITN.
- Addenda to this ITN.

Informal communications shall cease on the date of distribution of this ITN and formal communications shall commence. On the date that the University notifies responding vendors of this ITN's results and executes the resulting contract with the successful Vendor, informal communications may resume and formal communications cease.

#### **2.7.5 Addenda and the University's Response to Communications from Vendor**

The University will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within five (5) University business days.

**All addenda will be posted to our web site only:**

[http://www.purchasing.ufl.edu/main\\_schedule.asp](http://www.purchasing.ufl.edu/main_schedule.asp)

- ***Vendors who want the addenda supplied to them in another form must notify the Purchasing Coordinator listed in Section 2.7.4 above of that requirement. Otherwise, it will be the vendor's responsibility to check the web site for any additional information and addenda concerning this ITN.***

The University will not respond to any questions/requests for clarification that require addenda, if received by the University after **09/21/09**

#### **2.7.6 Pricing and/or Revenue Proposal**

Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this ITN. Vendors shall ensure that any departure from this condition results in an offer that is clearly cross-referenced to the applicable sections within this ITN. For any material departure from this condition, vendors shall provide clear and unambiguous explanations how the departure relates in detail to the applicable sections within this ITN. If the vendor responds with an "All or None" proposal, it shall be clearly and unambiguously marked as such.

The University may presume and hold as the vendor's final offer all pricing and/or revenue offerings, whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis, if not specified by the vendor. The University may accept or reject in part or entirely the vendor's pricing and/or revenue offerings when such offerings are not on an all-or-none basis. The University prohibits the changing of pricing and/or revenue proposals after the ITN closing date and time. Unless otherwise specifically proposed by the vendor, the University reserves the right to hold such pricing and/or revenue proposal as effective for the entire intended contract

term. The University may prescribe the manner and method by which pricing and/or revenue offerings shall be communicated in the vendor's proposal. The University may reject any proposal in which the pricing and/or revenue offering does not conform to such prescribed manner and method. Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this ITN. Vendors shall ensure that any departure from this condition results in an offer that is clearly cross-referenced to the applicable sections within this ITN. For any material departure from this condition, vendors shall provide clear and unambiguous explanations how the departure relates in detail to the applicable sections within this ITN. If the vendor responds with an "All or None" proposal, it shall be clearly and unambiguously marked as such.

#### **2.7.7 Revisions to the ITN**

The University may revise any part of this ITN for any reason by issuing addenda. The University will communicate additional information and addenda to this ITN by posting them on our web site. [http://www.purchasing.ufl.edu/main\\_schedule.asp](http://www.purchasing.ufl.edu/main_schedule.asp)

- **Vendors that want the revisions supplied to them in another way must notify the Purchasing Coordinator listed in this document of that request. Otherwise, it will be the vendor's responsibility to check the web site for any additional information and addenda concerning this ITN.**

Vendors are responsible for the information contained in such addenda, whether or not they acknowledge receipt. The University is under no obligation to communicate such addenda to vendors who notify the University that they will not be responding this ITN. The University may determine whether an addendum will be considered as part of this ITN and/or as part of any contract resulting there from. The University shall reject vendors' responses to addenda if such responses are received after the ITN closing date and time.

#### **2.7.8 Attention to Terms and Conditions**

Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this ITN. The successful Vendor is expected to enter into a form of agreement. The University agreement terms and conditions included in this ITN are intended to be incorporated into this agreement. Proposals that are contingent upon any changes to these terms and conditions may be deemed to be non-responsive and may be rejected.

#### **2.7.9 Required Signature**

The University may reject any vendors' response if it is not signed as indicated and/or required by the areas, spaces, or forms provided within this ITN.

#### **2.7.10 Proposal Organization**

Original proposal and all copies must be on 8-½ x11 text weight paper, using binding tabs that will facilitate the distribution and evaluation of the proposals.

#### **Response Format**

- Submit one (1) copy of the initial response on CD or PC compatible disk, preferably in Word® and/or Excel®. The original response must contain the original manual signature of the authorized person signing the proposal, and the electronic copy of the proposal. The 'Questionnaire', Appendix A, response shall be in Word and the 'Pricing Schedule', Appendix B; response shall be in Excel® as provided.
- Submit one (1) original and five (5) copies of the vendor's proposal in hard copy form.
- The outer carton of the response must include the ITN number, name and due date.

- The vendor's response must include the information and required submittals described, tabbed and numbered as shown below, with all information appearing in the Tab in which it was requested.
- Questions and requests for information may not be rearranged, regrouped, or divided in any way.
- All information and required submittals requested MUST BE in hardcopy and included in your written response.

Failure to adhere to this condition may cause your response to be rejected without further evaluation.

- Information submitted that is not requested by the University may be considered to be supplemental, not subject to evaluation by the committee members.
- If there is any information or required submittals which due to size or binding cannot be incorporated following the proper tab, the vendor must provide information following the numbered tab, telling the evaluator where the information can be found in the response.
- Paper copies of responses must be tabbed, headed, and numbered exactly as outlined in each section, and the required information must be provided in the section under which it was requested by University. Responding companies may not combine or reorganize the headings and/or requests for information, or indicate that the information will be included in another section.
- Using Appendix A, 'Questionnaire' the Tabular / Paginated Format is as follows:

- **Tab 1:** Completed and signed ITN acknowledgement form, and/or signed and completed acknowledgement forms for any addenda issued.

**Lot 1 – General Banking Services**

- **Tab 2:** A - Organization and Background
- **Tab 3:** B – Project Discussion
- **Tab 4:** C – Depository Service
- **Tab 5:** D – Disbursements - General
- **Tab 6:** E – Disbursements - Controlled
- **Tab 7:** F - Wires
- **Tab 8:** G – Automated Clearinghouse (ACH)
- **Tab 9:** H – Information Reporting
- **Tab 10:** I – Technical Support
- **Tab 11:** J – Compensation
- **Tab 12:** K – Implementation
- **Tab 13:** L – Additional Information
- **Tab 14:** M – Sample Reports
- **Tab 15:** N – Sample Forms

**Lot 2 – Merchant Services**

- **Tab 16:** A – Compliance
- **Tab 17:** B – Equipment and Inventory
- **Tab 18:** C – Online Processing
- **Tab 19:** D – Support
- **Tab 20:** E – Fees

**Lot 3 – Gator 1 Cards**

- **Tab 21:** A – Debit/ATM Capabilities with the Gator 1 Card
- **Tab 22:** B – Marketing and Brand Awareness
- **Tab 23:** C – Banking and Financial Services for Students
- **Tab 24:** D – Financial Training
- **Tab 25:** E – Financial Support
- **Tab 26:** F – Startup or Conversion
- **Tab 27:** G – Partner Relationship
- **Tab 28:** H – Experience and Reputation

**2.7.11 Authority to Negotiate**

Representatives of the vendor(s) selected to participate in oral negotiation(s) shall be first required to submit written authorization from the company CEO or CFO attesting to the fact that the company's lead negotiator is authorized to bind the company to the terms and conditions agreed to during negotiations and as contained in the vendor's best and final offer. Such authorization shall be requested immediately upon notification and the provision of such authorization shall be a prerequisite to continuation in the ITN process. The University shall not enter into extensive contract negotiations with the selected vendor(s) after the negotiation process has been completed. If the University determines that a company awarded a contract based on this ITN does not honor all aspects of the agreement reached during the negotiations in the best and final offer, the University reserves the right to immediately cancel the award, and to place the company on the University's suspended vendor list.

Company negotiators must enter the negotiations prepared to speak on behalf of the vendor's company. The University reserves the right to immediately terminate negotiations with any company whose representatives are not empowered to, or who will not, make decisions during the negotiation session. Vendors are reminded that the University may elect not to solicit a best and final offer from any company whose representative(s) have been unable or unwilling to commit to decisions reached during the verbal negotiation process.

**2.7.12 Collusion Prohibited**

In connection with this ITN, vendor collusion with other vendors or employees thereof, or with any employee of the University, is prohibited and may result in vendor disqualification and/or cancellation of award. Any attempt by the vendor, whether successful or not, to subvert or skirt the principles of open and fair competition may result in vendor disqualification and/or cancellation of award. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

**2.7.13 Improper Business Relationships/Conflict of Interest Prohibited**

In connection with this ITN, each vendor shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between or among the vendor, the University, and any other party to this ITN. The University reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not vendor disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

**2.7.14 Corrections, Changes, and Providing Information on Forms within the ITN**

Vendors shall ensure that an authorized individual initials each correction using pen and ink. Vendors shall use pen and ink or typewriter in providing information directly on pages, or copies thereof, contained within this ITN.

**2.7.15 Performance and Payment Bond**

Not Applicable

**2.7.16 Anti-Kickback**

In compliance with FAR 52.203-7, the University has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.

## **2.8 Proposal Submission and Subsequent Opening**

Proposals must be delivered sealed to: University of Florida, Purchasing Services, 102 Elmore Hall, PO Box 115250, Gainesville, FL 32611-5250, on or prior to **10/09/09 at 3:00 PM**. The University shall not accept proposals received by facsimile or email. The University shall, at the specified closing date and time, open all proposals that are otherwise in order. The University will allow interested parties to attend such opening for purposes of identifying which vendors have responded. The University will make no immediate decision at such time, and there will be no disclosure of any information contained in any proposal until the earlier of (i) the time University provides notice of an decision or intended decision, or (ii) 20 days after the final competitive sealed proposals are all opened, whichever occurs earlier, vendor proposals become public record. When multiple solicitations have been scheduled to open at the same date and time, the University will open solicitations that have interested individuals present in sequential order by solicitation number. The University will hold unopened any proposals received after the closing date and time, and will not consider such proposals. The University reserves the right to retain or dispose of such proposals at its discretion; however, the University may return such proposals to their related vendors, but only at such vendor's request and at no cost or expense whatsoever to the University.

If only one proposal is received, Purchasing may delay the opening in order to determine why other vendors did not respond and to encourage other vendors to respond.

### **2.8.1 Proposal Costs**

The University is not liable in any manner or to any extent for any cost or expense incurred by any vendor in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this ITN. Such exemption from liability applies whether such costs are incurred directly by the vendor or indirectly through the vendor's agents, employees, assigns or others, whether related or not to the vendor.

### **2.8.2 Faxes or Emails Not Accepted**

The University shall not accept proposals received by fax or email.

### **2.8.3 Number of Proposal Copies to be Furnished**

Vendors are to submit one (1) original, marked "Original", and five (5) copies, marked "Copy".

### **2.8.4 Bindings and Marking**

Vendors shall ensure that the original and each copy are individually bound. When submitting more than one (1) proposal, vendors shall ensure that units are clearly marked; for example, as "Original of Proposal One", "Copy One of Proposal One", "Original of Proposal Two", "Copy One of Proposal Two", and so on.

### **2.8.5 Marking of Envelopes**

Vendors shall ensure that the submittal envelope(s) clearly and conspicuously display the following identifying information in addition to any other information otherwise required for transmittal, and are sealed.

ITN #: 10MAW-114

Opening date and time: 10/09/09 at 3:00 PM

#### **2.8.6 Withdrawal of ITN**

Vendors may withdraw their proposals any time prior to the ITN closing date. Vendors may request to withdraw their proposals after the ITN closing date and time prior to selection and notice of award. The University shall have sole authority to grant or deny such a request. In the event the University grants such a request, it may withhold issuing future ITN's to such vendors.

#### **2.8.7 University's Right to Use Vendor's Ideas/Proprietary Information**

If the vendor needs to submit proprietary information with the proposal, the vendor shall ensure that it is enclosed in a separate envelope from the proposal and that it is clearly designated and conspicuously labeled as such.

Selection or rejection of the proposal shall not affect the University's right of use. Provided, however, that the University will, in good faith, honor any vendor information that is clearly designated and conspicuously labeled as proprietary, and the University concurs that the information is proprietary, that trade secrets or other proprietary data contained in the proposal documents shall be maintained as confidential in accordance with procedures promulgated by the Purchasing Coordinator and subject to limitations in Florida or Federal law. Pricing information cannot be considered proprietary. The University shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know or could not have reasonably known that such information was proprietary.

### **2.9 Evaluation Process and Award**

#### **2.9.1 Contractual Intent/Right to Terminate and Recommence ITN Process**

The University intends to contract with one or more vendors whose proposal(s) are considered to be in the best interests of the University. However, the University may terminate this ITN process at any time up to notice of award, without prior notice, and without liability of any kind or amount. Further, the University reserves the right to commence one or more subsequent ITN processes seeking the same or similar products or services covered hereunder.

#### **2.9.2 Effective Period of Proposals**

Under this ITN, the University shall hold that vendors' responses to this ITN shall remain in effect for a period of ninety (90) days following the closing date, in order to allow time for evaluation, approval, and award of the contract. Any vendor who does not agree to this condition shall specifically communicate in its proposal such disagreement to the University, along with any proposed alternatives. This University may accept or reject such proposed alternatives without further notification or explanation.

#### **2.9.3 Proposal Acceptance/Rejection**

The University reserves the right to reject any or all proposals. Such rejection may be without prior notice and shall be without any liability of any kind or amount to the University. The University shall not accept any proposal that the University deems not to be in its best interests. The University shall reject proposals submitted after the closing date and time.

#### **2.9.4 Errors and Omissions in Vendors Proposals**

The University may accept or reject any vendor's proposal, in part or in its entirety, if such proposal contains errors, omissions, or other problematic information. The University may decide upon the materiality of such errors, omissions, or other problematic information.

#### **2.9.5 Determination of and Information Concerning Vendor's Qualifications**

The University reserves the right to determine whether a vendor has the ability, capacity, and resources necessary to perform in full any contract resulting from this ITN. The University may request from vendors information it deems necessary to evaluate such vendors' qualifications and capacities to deliver the products and/or services sought hereunder. The University may reject any vendor's proposal for which such information has been requested but which the vendor has not provided. Such information may include but is not limited to:

- Financial resources
- Personnel resources
- Physical resources
- Internal financial, operating, quality assurance, and other similar controls and policies
- Resumes of key executives, officers, other personnel pertinent to the requirements of the ITN
- Customer references
- Disclosures of complaints or pending actions, legal or otherwise, against the vendor

#### **2.9.6 Apparently Conflicting Information Obtained by Vendor**

The University is under no obligation whatsoever to honor or observe any information that may apparently conflict with any provision herein, regardless of whether such information is obtained from any office, agent, or employee of the University. Such information shall not affect the vendor's risks or obligations under a contract resulting from this ITN.

#### **2.9.7 Rejection of Vendor Counter-offers, Stipulations and Other Exceptions**

Any vendor exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted in writing by the University and thereafter incorporated into any contract resulting from this ITN.

#### **2.9.8 Method of Award**

The evaluation of each response to this ITN will be based on its overall competence, compliance, format, and organization. The Award shall be made to the responsible vendor whose proposal is determined to be the most advantageous to the University of Florida, taking into consideration the following evaluation criteria, in no particular order of importance, listed below. Pricing may be a criterion. However, the University is under no obligation whatsoever to select as most responsive the proposal that demonstrates the lowest pricing but not necessarily the one receiving the highest overall score.

#### **Evaluation Criteria**

For Lot 1 General Banking Services and Lot 2 Merchant Services:

- Quality of Services Offered
- Cost of the Services (price competitiveness)
- Experience and Reputation

For Lot 3 Gator 1 Cards

- Financial Support
- Banking and Financial Services for Students
- Ability to convert the Gator 1 card into a debit/ATM card
- Financial Training
- Partner Relationship
- Marketing and Brand Awareness
- Startup or Conversion Plan
- Experience and Reputation

Vendors whose proposals are not accepted will be notified after a contractual agreement exists between the University and the selected proposer or when the University rejects all proposals.

The contract will consist of the University's ITN, the proposal with any and all revisions, award letter, purchase order, and the signed agreement between the parties, as stated in that agreement.

### **2.9.9 Selection, Negotiation, Additional Information**

Although the University reserves the right to negotiate with any vendor or vendors to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive vendor or vendors without further discussion, negotiation, or prior notice. The University may presume that *any proposal is a best-and-final offer*.

### **2.9.10 Pre-Award Presentations**

The University reserves the right to require presentation from any and all vendors, in which they may be asked to provide or they may provide information in addition to that provided in their proposals.

### **2.9.11 Pre-Award Negotiations**

The University reserves the right to negotiate prior to award with vendors for purpose of addressing the matters set forth in the following list, which may not be exhaustive.

- Resolving minor difference and typographical errors
- Terms and conditions
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from vendors
- Obtaining the lowest and best pricing and/or revenue agreement

### **2.9.12 Notice of Proposal Protest Bonding Requirement**

Any person or entity who files an action protesting a decision or intended decision pertaining to a competitive solicitation shall at the time of filing the formal protest, post with the University a bond payable to the University in an amount equal to 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; \$10,000.00; or whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the person or entity filing the protest action. In lieu of a bond, the University may accept a cashier's check, bank official check or money order in the amount of the bond. FAILURE OF THE PROTESTING PERSON OR ENTITY TO FILE THE REQUIRED BOND, CASHIER'S CHECK,

BANK OFFICIAL CHECK OR MONEY ORDER AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.

**2.9.13 Vendor's Need to Use Proprietary Rights of the University**

All information proprietary to the University and disclosed by the University to any vendor shall be held in confidence by the vendor and shall be used only for purposes of the vendor's performance under any contract resulting from this ITN.

**2.9.14 Public Record**

On the earlier of (i) the time University provides notice of a decision or intended decision, or (ii) 20 days after the final competitive sealed proposals are all opened, whichever occurs earlier, vendor proposals maybe disclosed as public record.

**3.0 DEFINITIONS**

**3.1 Agreement/Contract**

All types of agreements entered into by the University of Florida, regardless of what they may be called, for the procurement of materials, services or construction, or the disposal of materials. Meaning is interchangeable,

**3.2 Customer**

Unless otherwise implied by the context of the specific provision within this ITN, "Customer" means a customer of the vendor, other than the University.

**3.3 May, Should**

Indicates something that is not mandatory, but permissible, recommended, or desirable.

**3.4 Must, Shall, Will**

Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in rejection of your proposal as non-responsive.

**3.5 Proposal**

The entirety of the vendor's responses to each point of this ITN, including any and all supplemental offers or information not explicitly requested within this ITN.

**3.6 Proprietary Information**

Information held by the owner that if released to the public or anyone outside the owner's organization, would be detrimental to its interests. It is an issue of fact rather than opinion. Pricing and/or revenues cannot be considered proprietary.

**3.7 Provider**

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

**3.8 Invitation to Negotiate (ITN)**

A competitive negotiation process. It is not to be confused with an Invitation to Bid (ITB), in which goods or services are precisely specified and price is substantially the only competitive factor. This ITN provides the University the flexibility to negotiate to arrive at a mutually agreeable relationship. Price will be considered, but will not be the only factor of evaluation.

### **3.9 Respondent**

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

### **3.10 Response**

Same as Proposal

### **3.11 Successful Vendor**

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

### **3.12 Supplement Agreement**

Any supplement terms and conditions agreed to by the parties in writing taking precedence over all other documents governing the transaction.

### **3.13 Supplier**

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

### **3.14 University**

The University of Florida Board of Trustees, a public body corporate of the State of Florida.

### **3.15 Vendor**

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

### **3.16 Vendor's Proposal**

Same as Proposal

### **3.17 Vendor's Response**

Same as Proposal

## **4.0 AGREEMENT TERMS AND CONDITIONS**

The following are the Terms and Conditions that will become part of any Agreement consummated between the University and the Successful Vendor. In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Agreement; Invitation to Negotiate; Proposal.

### **4.1 Actions of Successful Vendor**

The University is under no obligation whatsoever to be bound by the actions of any Successful Vendor with respect to third parties. The Successful Vendor is not a division or agent of the University.

#### **4.2 Advertising**

The Successful Vendor shall not advertise or publish information concerning the Agreement without prior written consent of the University. The University shall not unreasonably withhold permission.

#### **4.3 Americans with Disabilities Act**

The Successful Vendor shall comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the act.

#### **4.4 Certification**

By signature on the "Proposal Certification" form included under Section 6.0, the Vendor certifies that the submission on the proposal did not involve collusion or other anti-competitive practices. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. In addition, Vendor certifies whether or not an employee of the University has, or whose relative has, a substantial interest in any Agreement subsequent to this ITN. Vendor also certifies their status with regard to debarment, or suspension by any federal entity.

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting Agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting Agreement. Any resulting Agreement may be subject to legal remedies provided by law. Vendor agrees to promote and offer to the University only those services and/or materials as stated in and allowed for under resulting Agreement(s).

#### **4.5 Conflict of Interest**

The award hereunder is subject to the provisions of Chapter 112, F.S. Vendors must disclose with the proposal the name of any officer, director, or agent who is also an employee of the University of Florida. Further, all Vendors must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Vendor's firm or any of its branches.

#### **4.6 Discrimination**

An entity or affiliate who has been placed on the discriminatory list may not submit a bid on a contract to provide 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 proposals on leases of real property to a public entity, may not award or perform work as a Vendor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.

#### **4.7 Drug Free Workplace**

The Successful Vendor agrees that in the performance of the Agreement, neither the Successful Vendor nor any employee of the Successful Vendor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the Agreement. The University reserves the right to request a copy of the Successful Vendor's Drug Free Workplace Policy. The Successful Vendor further agrees to insert a provision similar to this statement in all subcontracts for services required.

#### **4.8 Equal Opportunity Statement**

The State Universities have established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibits discrimination based on race, creed, color, sex, age, national origin, marital status or religion. To be considered for inclusion as a supplier under this agreement, the vendor commits to the following:

A. The provisions of Executive Order 11246, September 24, 1966, and the rules, regulations, and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value.

B. If the vendor expects to receive \$10,000 in orders during the first 12 months of this agreement, a complete certificate of non-segregated facilities shall be attached to the proposal response.

C. If the vendor expects to receive \$50,000 in orders during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEOO-1) must be filed prior to March 1 of each year.

D. If the vendor expects to receive \$50,000 in orders during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the vendor, subject to review upon request by the user agencies of this agreement.

If you have already complied with the above, please indicate\_\_\_\_\_

#### **4.9 Federal, State, and Local Taxes, Licenses and Permits**

Successful Vendor is solely responsible for complying with all laws, ordinances, and regulations on taxes, licenses and permits, as they may apply to any matter under this ITN. The Successful Vendor must demonstrate that they are duly licensed by whatever regulatory body may require during the performance of the Agreement. Prior to the commencement of Agreement, the Successful Vendor shall be prepared to provide evidence of such licensing as may be requested by the University. Successful Vendor shall, at no expense to the University, procure and keep in force during the entire period of the Agreement all such permits and licenses.

#### **4.10 Inspection and Audit**

All books, accounts, reports, files and other records relating to the Agreement shall be subject at all reasonable times to inspection and audit by the University of Florida.

#### **4.11 Liens**

Each Successful Vendor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Successful Vendor.

#### **4.12 Modifications**

The Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.

#### **4.13 Non-Discrimination**

The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

#### **4.14 Ownership of Documents**

All drawings, maps, sketches, documents, records, programs, data base, reports and other data developed or purchased, under this Agreement for or at the University's expense shall be and remain the University's property, without restriction, reservation or qualifications. The Successful Vendor may retain copies necessary for recordkeeping documentation and all such other business purposes related to the Agreement. All materials and products produced shall be provided to the University upon expiration of this Agreement.

#### **4.15 Sales and Use Tax**

The Successful Vendor agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable law. The Successful Vendor further agrees to indemnify and hold harmless the University from any and all claims and demands made against it by virtue of the failure of the Successful Vendor or any subcontractors to comply with the provisions of any and all said laws. The University is exempt from state sales and use tax.

#### **4.16 Sexual Harassment**

Federal law and the policies of the University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees, or a hostile or a offensive academic environment for University students. University vendors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. The employer of any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to be removed from the project site and from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

#### **4.17 Small Business Program**

University is an equal opportunity institution and, as such, encourages the use of small businesses, including women and minority-owned small businesses in the provision of goods and services. Small businesses should have a fair and equal opportunity to compete for dollars spent by the University. Competition ensures that prices are competitive and a broad vendor base is available. Vendor shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses. For questions about the University's Small Business Program contact Faylene Welcome, Director of Small Business and Vendor Diversity, 352-392-1331.

#### **4.18 Smoking Policy**

All facilities of University of Florida are smoke free. Smoking is not permitted inside University buildings or within 50 feet of doorways and air intakes. The Successful Vendor is expected to respect this smoke free policy and fully comply with it.

#### **4.19 Sustainability Preferences**

The University's purchasing directives support the purchase of products that will minimize any negative environmental impacts of our work. In order to facilitate a healthy market in sustainable products, all parties involved in the procurement and utilization of materials must engage in both waste recycling and the initial purchase of products containing recycled content. It is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and

promote environmentally responsible products, as well as energy efficient fixtures, appliances and mechanical equipment used in new construction and retrofit of University facilities.

#### **4.20 Assignment-Delegation**

No right or interest in the Agreement shall be assigned or delegation of any obligation made by Successful Vendor without written permission of the University. Any attempted assignment or delegation by Successful Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

#### **4.21 Assignment of Anti-Trust Overcharge Claims**

The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Successful Vendor hereby assigns to the University any and all claims for such overcharges.

#### **4.22 Date for Reckoning Prompt-Payment Discount**

For purposes of determining whether a prompt-payment discount, if applicable, may be taken by the University, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.

#### **4.23 Force Majeure**

In the event compliance with any obligation under this Agreement is impractical or impossible due to any Event of Force Majeure, then the time for performance of such obligation shall be extended for a period equivalent to the duration of the Event of Force Majeure. The provisions of this section shall not operate to excuse either party's inability to perform its obligations hereunder because of inadequate finances. "Event of Force Majeure" means any strike, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the party in question.

#### **4.24 N/A**

#### **4.25 Indemnification/Hold Harmless**

The Successful Vendor shall indemnify, defend, and hold harmless the University of Florida Board of Trustees, the University of Florida, the State of Florida and the Florida Board of Governors, its officers, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Successful Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement. Successful Vendor's obligation under this provision shall not extend to any liability caused by the sole negligence of the University Of Florida Board Of Trustees, University, or its officers, agents, and employees. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by Successful Vendor and third party infringement under the Agreement.

#### **4.26 Insurance Requirements**

The Successful Vendor shall purchase from and maintain with a company or companies, lawfully authorized to do business in Florida and acceptable to the University, such insurance as will protect the Successful Vendor from claims arising out of or resulting from the Successful Vendor's operations under the Agreement and for which the Successful Vendor may be legally liable, whether such operations be by the Successful Vendor or by their subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be issued and countersigned by representatives of such companies duly authorized for the State of Florida and shall be written on ISO standard forms or their equivalents. The Successful Vendor shall file with the University Certificates of Insurance prior to the commencement of this Agreement and shall file Certificates of Insurance evidencing the renewal of such policies at least thirty (30) days prior to the date that each applicable insurance policy is scheduled to expire. **Please note that the University of Florida must be named "additional insured" on automobile and general liability policies.**

**General Liability Insurance** – The Successful Vendor shall provide the ISO Commercial General Liability policy for general liability coverage's for limits of not less than of \$500,000 per occurrence. Coverage shall be maintained without interruption from date of commencement of work until date of final payment.

**Worker's Compensation** - The Successful Vendor shall secure and maintain for the life of this Agreement, valid Worker's Compensation Insurance as required by chapter 440, Florida Statutes.

**Automobile Liability** - The Successful Vendor shall secure and maintain, during the life of this Agreement, Automobile Liability insurance on all vehicles against bodily injury and property damage in at least the amount of \$100,000.00 per person, \$500,000.00 per occurrence.

#### **4.27 Protection of Property**

The Successful Vendor shall at all times guard against damage or loss to the property of the University or of others or vendors and shall be held responsible for replacing or repairing any such loss or damage. The University may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Successful Vendor or their agents. The Successful Vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

#### **4.28 Labor Disputes**

Successful Vendor shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance of the Agreement.

#### **4.29 Laws and Regulations**

Successful Vendors are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations affecting the rights of their employees, and shall protect and indemnify the University, its officers and agents against any claims of liability arising from or based on any violation thereof.

#### **4.30 No Replacement of Defective Tender**

Every tender of goods must fully comply with all provisions of the Agreement as to time of delivery, quantity, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Successful Vendor shall not have the right to substitute a conforming tender.

#### **4.31 No Waiver of Right by the University**

No waiver by University of any breach of the provisions of the Agreement by the Successful Vendor shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the Agreement.

#### **4.32 Notice to Vendors of Asbestos-Containing Materials in University Buildings**

Asbestos containing materials (ACM) can be found in almost any building in the United States more than 10 years old. The University of Florida is no exception. The types of asbestos most commonly found are pipe and boiler insulation, fireproofing, hard panels known as "Transite", floor tile, and spray or trowel-applied ceiling finishes. ACM is generally not hazardous if left undisturbed.

The University has implemented an Asbestos Program to assure safe management and removal of ACM. Vendors, consultants, and other's providing service to the University may encounter ACM and must, therefore, comply with the following instructions:

- A. Avoid disturbing suspected ACM. Exercise caution and watch for possible ACM.
- B. If it is necessary to disturb ACM, first notify the appropriate Division Asbestos Representative listed in this notice, or the University of Florida Asbestos Coordinator, before proceeding with your work. You shall take whatever precautions are necessary to protect humans' health and the environment, and comply with all applicable Federal, State, and Local laws pertaining to asbestos.
- C. If you require additional information on possible locations of ACM in a particular building, contact the Asbestos Representative from the Division for which you are working.

<u>Division</u>	<u>Asbestos Representative</u>	<u>Telephone</u>
Physical Plant	Assoc. Dir. Physical Plant	(352) 392-7793
Health Center	Asst. Dir. Health Ctr Physical Plant	(352) 392-4417
Housing	Housing Maintenance Superintendent	(352) 392-2161
Reitz Union	Maintenance Superintendent	(352) 392-1614
IFAS	Engineer	(352) 392-6488

#### **4.33 Parking**

The Successful Vendor shall obtain all parking permits and/or decals that may be required while performing project work on University premises. The Successful Vendor should contact Transportation and Parking Services at 352-392-2241.

#### **4.34 Payment Terms**

The University's obligation is payable only and solely from funds appropriated for the purpose of the Agreement. Unless otherwise stated herein, the payment terms for the Agreement are Net 30 days. VENDOR OMBUDSMAN: The University's vendor ombudsman whose duties include acting as an advocate for vendors may be experiencing problems in obtaining payment(s) from the University may be contacted at 352-392-1241.

#### **4.35 Price Adjustment**

Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Agreement period, and shall be supported by written evidence of increased costs to the Successful Vendor. The University will not approve unsupported price increases that will

merely increase the gross profitability of the Successful Vendor at the expense of the University. Price change requests shall be a factor in the Agreement extension review process. The University shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University.

#### **4.36 Prior Course of Dealings**

No trade usage, prior course of dealings, or course of performance under other agreements shall be a part of any agreement resulting from this ITN; nor shall such trade usage, prior course of dealing, or course of performance be used in the interpretation or construction of such resulting agreement.

#### **4.37 Prison Rehabilitative Industries**

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract shall be purchased from Pride of Florida in the same manner and under the procedures set forth in Section 946.515 (2), (4), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation. Contact, Terrie Brooks, Bid Administrator, PRIDE of Florida, 2720 Blair Stone RD, Suite G, Tallahassee, FL 32301

#### **4.38 Public Entity Crime**

A person or affiliate who has been placed on the convicted list by the Department of Management Services, State of Florida, may not submit a proposal on a contract to provide any goods or services, including construction, repairs, or leases and may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant for the University of Florida for a period of 36 months from the date of being placed on the convicted list, a "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or any entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime (Rule 6C1-3.020 FAC).

#### **4.39 Public Records**

All proposal information submitted and opened becomes subject to the Public Records Law set forth in Chapter 119 F.S.

Any resulting Agreement may be unilaterally canceled for refusal by the vendor to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 F.S., and made or received by the Successful Vendor in conjunction with the Agreement.

#### **4.40 N/A**

#### **4.41 Remedies and Applicable Law**

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the rule and regulations of the Florida Board of Governors and the University. University and Successful Vendor shall have all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the Agreement shall be instituted in Gainesville, Florida.

#### **4.42 N/A**

#### **4.43 Right of Offset**

The University shall be entitled to offset against any sums due the Successful Vendor, any expenses or costs incurred by the University, or damages assessed by the University concerning the Successful Vendor's non-conforming performance or failure to perform the Agreement, or any other debt owing the University, including expenses, costs and damages described in the termination provisions contained herein.

**4.44 N/A**

**4.45 N/A**

**4.46 N/A**

**4.47 Termination**

**4.47.1 Convenience**

The University reserves the right to terminate the Agreement in whole or part at anytime when in the best interests of the University without penalty or cause. Upon receipt of the written notice, the Successful Vendor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the University. In the event of termination under this provision, all documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and delivered to the University. The Successful Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the Successful Vendor's sole remedy against the University in the event of termination under this provision.

**4.47.2 Default**

The University reserves the right to terminate the Agreement in whole or in part due to the failure of the Successful Vendor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The University shall provide written notice of the termination and the reasons for it to the Successful Vendor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Successful Vendor shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services.

**4.47.3 Gratuities**

The University may, by written notice to the Successful Vendor, cancel the Agreement if it is discovered by the University that gratuities, in the form of entertainment, gifts or other, were offered or given by the Successful Vendor, or any agent or representative of the Successful Vendor, to any officer or employee of the University with a view toward securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the University pursuant to this provision, University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Successful Vendor in providing such gratuities.

**4.47.4 Insolvency**

The University shall have the right to terminate the Agreement at any time in the event Successful Vendor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Successful Vendor and not discharged within thirty (30) days; or if Successful Vendor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Successful Vendor or its business.

**4.47.5 Lack of Funds**

The Agreement may be canceled without further obligation on the part of the University of Florida in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Successful Vendor shall be notified in writing of such non-appropriation as soon as reasonable possible. No penalty shall accrue to the University in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit the University to terminate the Agreement in order to acquire similar equipment, material, supplies or services from another party.

**4.47.6 N/A**

**4.47.7 Suspension or Debarment**

The University may by written notice to the Successful Vendor immediately terminate the Agreement if the University determines that the Successful Vendor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but limited to, being disapproved as a subcontractor Vendor of any public procurement unit or other governmental body.

**4.47.8 Continuation of Performance Through Termination**

The Successful Vendor shall continue to perform, in accordance with the requirements of Agreement, up to the date of termination, as directed in the termination notice.

**4.48 N/A**

**4.49 N/A**

**5.0 SCOPE OF WORK, SPECIFICATIONS, TECHNICAL REQUIREMENTS**

**5.1 Term of Agreement**

The term of this Agreement will be for an initial period of five years, July, 1, 2010, to June 30, 2015, with an option to renew based on satisfactory performance and the written approval of both parties for a period no longer than the term of the original agreement.

**5.2 Lot 1: General Banking Services**

Lot 1 describes the University's current processes and practices. The winning proposer must be able to service all of these current processes as well as suggest improvements where appropriate. We also expect the winning proposer to have the breadth / depth to accommodate reasonable changes in our practices, number of accounts, etc. throughout the term of the contract.

When reading this section, the Bank should refer to **Appendix C – Account Flow and Service**, **Appendix D – UF Monthly Balances and Volume** and **Appendix E – UF Volume by Account**, and **Appendix F- DSO Monthly Balances and Volume**.

**The Bank must respond to questions listed in Appendix A (Questionnaire) that pertain to Lot 1, and provide pricing for Banking Services in Appendix B (Pricing Schedule) per Section 2.7.10 Proposal Organization of the ITN.**

**5.2.1 Financial Qualifications**

Proposals will be accepted only from financial institutions having total assets of not less than \$500 million dollars as of December 31, 2008.

Only financial institutions which have been designated as a “Qualified Public Depository” by the State Treasurer are eligible to submit a proposal. It will be necessary to protect the deposits received under this agreement in accordance with the provisions of Chapter 280, Florida Statutes. **FAILURE TO DEMONSTRATE COMPLIANCE WITH THE PROVISIONS OF CHAPTER 280, FLORIDA STATUTES, WILL RESULT IN YOUR PROPOSAL BEING DEEMED NONRESPONSIVE.**

Additionally, proposers must be full service community banks with multiple branch locations within Alachua County. Proposers must also have a presence in the vicinity of or an acceptable alternative for providing services (e.g., remote deposit capture) at an appropriate level to our direct support organizations (DSO) that are located outside Alachua County and identified in section 5.2.2.2.

Please note that the technical and operating requirements of the accounts are complex and demanding. No financial institution should submit a proposal unless all requirements of the account can be met.

**5.2.2 Account Overview**

**5.2.2.1 University of Florida Accounts**

As identified in the table below, the University currently has eight primary accounts. The accounts are Public Funds Government accounts. The average daily collected balance for non-peak months is \$3.8 million. January, August and September are peak months and average \$8.7 million. Funds are collateralized in accordance with F.S. Chapter 280. Currently, the account accrues earnings credit/interest at the bank managed rate of 0.75% for earnings credit and 0.40% for interest. Earnings credit is based on the average positive collected balances and 365 day year. Interest is compounded monthly and is accrued daily based on excess balances after service charges are offset and 360 day year. Interest is credited to the account on the 10th business day of the following month.

**University of Florida Accounts:**

<b>Account</b>	<b>Type</b>	<b>Zero-Balance (ZBA)</b>
Concentration	Depository	Master
Credit Card	Depository	Sub
ACH/EFT	Depository/Disbursement	Sub
Student Financials	Depository/Disbursement	Sub
Payroll	Disbursement	Sub
Payroll Tax	Disbursement	Sub
Accounts Payable	Disbursement	Sub
Cashier	Depository	NA

The University monitors the dollar amount of presentments affecting these accounts daily to determine cash needs. Detailed transaction information is retrieved daily via electronic means. The University's investments with the State Treasury are handled through the Concentration account.

For additional details on the University accounts see **Appendices C and D**.

#### **5.2.2.2 University of Florida Direct Support Organizations (DSO)**

The successful proposer must be able to service additional accounts. University direct support organizations (DSO) will be included in this ITN and will be encouraged to use the proposer as the banking contract for their organization. Include in your proposal the pricing, terms, and conditions for DSOs either as part of or separate from those offered to the University of Florida.

The following University DSOs maintain one or more operating accounts.

- UF Foundation (Gainesville, FL)
- UF Investment Corporation (Gainesville, FL)
- UF Research Foundation (Gainesville, FL)
- UF Law Center Association (Gainesville, FL)
- UF Leadership and Education Foundation (Gainesville, FL)
- Florida 4H Foundation (Gainesville, FL)
- Florida Foundation Seed Producers (Marianna, FL)
- Citrus Research and Education Foundation (Lake Alfred, FL)
- Florida Citrus Research and Development Foundation (Lake Alfred, FL)
- Treasure Coast Agricultural Research Foundation (Ft. Pierce, FL)
- Southwest Florida Research and Education Foundation (Immokalee, FL)

For additional details on the University DSO accounts see **Appendices C and F**.

### **5.2.3 Depository Services**

#### **5.2.3.1 Accounts**

The University's Concentration account is a depository for eight separate location accounts. In addition, deposits are routinely made to the Student Financials, ACH/Wire, Credit Card, and Cashiers accounts. All except Cashiers are zero-balanced accounts linked to the Concentration account.

#### **5.2.3.2 Deposits Processed by the University**

Departmental and student deposits are centrally processed by the University to the Concentration and Student Financial accounts, respectively, via Remote Deposit Capture or courier service. The courier service contract is separate from this ITN. .

The University currently uses the Canon CR180 to scan all domestic checks for deposit. Same day credit is received if the bank receives the transmitted file by 8:00 pm (EST).

The Bank will notify the University of the current cutoff time for transactions to be posted and must notify the University, in writing, if there is a change in cutoff time.

The main University deposit site utilizes clear plastic deposit bags. Separate deposits are prepared for currency, coins and checks. On the same day of the deposit, a bank representative notifies specific staff members when the courier has missed a time deadline, as well as when there is a cash difference from what is reported on the deposit slip.

Each of the 11 University DSO sites processes deposits independently. Five of the 11, reside outside of the Gainesville area; specifically, Marianna, Lake Alfred, Ft. Pierce, and Immokalee.

#### **5.2.3.3 Courier Service**

A bonded courier service (Certified Armored Service, Inc.) is utilized to transport University deposits, returned checks, cash and change orders, correspondence, etc. between the Bank and various University sites. The contract is between the University and the courier. The courier service is outside the scope of this ITN. The University currently has 11 daily pick-ups and deliveries, Monday – Friday. The bank can expect delivery of daily deposits by 2:00 pm.

#### **5.2.3.4 Credit Cards**

Deposits are received daily via ACH to the University's Credit Card account by merchant area from the University's credit card processor. The addenda information with each deposit consist of the complete merchant ID and a location identifier that confirms the merchant's ID.

The UF Foundation also has multiple credit card merchant ids.

#### **5.2.3.5 Vault Services**

Periodically, Treasury Management Cashier Services requires change orders for its auxiliary cash supply, which is used for University events.

Currently, we request funds via online bank service. The return order is expected back to our office within 24 hours via the courier.

The Treasury Management Cashier Services makes daily cash/coin deposits, averaging approximately \$15,000.

#### **5.2.3.6 Return Checks**

In the case of checks deposited to the University's accounts being returned because of insufficient or uncollected funds, one additional attempt will be made by the Bank to collect the check. When a check is returned a second time, the Bank will return the check to the University's Treasury Management Cashier Services for collection. The University's account will then be debited accordingly. On checks returned for reasons other than insufficient or uncollected funds, the same procedure will be followed except that there will be no second attempt to collect by the Bank.

Checks must be returned to the University daily, as received – the Bank will not hold and batch multiple days' returns before sending checks back to the University. The University must have an actual returned check or a certified copy.

#### **5.2.3.7 Special Handling Instructions**

The University has Special Handling Instructions with its current bank when there are discrepancies with cash, check and foreign deposits. These instructions include notifying the University prior to adjusting account and returning item with support for resolution.

The Special Handling Instructions also applies to returned checks. For returns - along with the original check(s), the return advice includes the following information:

- University bank account number
- Date of notice
- Name of the maker
- Return reason
- Dollar amount of check
- Total dollar amount of all checks

- Number of items

#### **5.2.3.8 Banking Supplies**

The University currently uses the following supplies as needed:

- Deposit Slips for the Concentration, Student Financials, and Cashier Accounts plus 8 locations
- Deposit Stamps (currently over 300 departments)
- Currency and Coin Deposit Bags

In addition, University DSO sites utilize deposit slips, stamps, and bags.

During implementation, the successful proposer will be expected to provide the initial setup of supplies. Please describe your plan in Appendix A, section K.

### **5.2.4 Wholesale Lockbox Services**

#### **5.2.4.1 University Lockbox**

Currently a wholesale lockbox operation is maintained to accept University admission applications and application fees. It is important to the University that these applications and fees be addressed to a Gainesville, Florida address. To accomplish this, a Gainesville, Florida post office address must be maintained by the bank.

The University wishes to maintain the current process where the bank delivers to the University the admission applications with all correspondence (including envelopes), a daily electronic data file, and prepares the daily deposit.

The daily electronic data list includes:

Name: last name, first name (in this order)

Applicant numbers: 8 digit UF ID when available (8 zeros if not available)

Birthday: 6 digit birthday-mmddyy (6 zeros if not available)

Quality control by the bank is a very important issue. A local customer service contact is also preferable.

#### **5.2.4.2 Direct Support Organization Lockbox**

Currently, the UF Foundation (a University DSO), maintains a wholesale lockbox operation to accept UF Alumni Association membership dues. The Foundation is using the current bank's on-line lockbox imaging and desires to maintain a similar service.

The proposer must be able to maintain the current bank process in which the bank:

- Prepares the daily deposit of checks
- Processes daily credit card payments
- Delivers to the Foundation an daily electronic data file, a daily paper transaction report and via on-line imaging, the check or credit card receipt, invoice/membership reminder card, back of reminder card (if information exists) and the envelope.

The Foundation would also need to receive a CD/DVD with all images if the bank's on-line image retention is less than the Foundation's requirement of 15 months.

The daily electronic data file includes the following fields:

- Receipt Type
- Batch
- Sequence
- Date
- EntityID

- Amount
- Membership code
- Payment type
- Appeal Code

The daily paper report includes the following information:

- EntityID
- Membership code
- Appeal code
- Amount

## 5.2.5 **Disbursements**

### 5.2.5.1 **Accounts**

The University's Accounts Payable and Student Financials accounts are controlled disbursement accounts. Although not a controlled disbursement, the Payroll account is a zero-balance account also used for disbursements.

The University monitors daily the dollar amount of presentments affecting these accounts to determine cash needs. Controlled disbursement information is retrieved daily via electronic means.

The contracting financial institution will be required to negotiate checks payable from the University to individuals (e.g., students or staff), for no charge to the individual if the check is not altered, not stale dated, and the payee can present identification which is acceptable to the financial institution.

The University issues financial aid and overpayment refunds to students on-demand and the students may attempt to negotiate these checks prior to the financial institution receiving the positive pay file from the University. The contracting financial institution must have a process in place for its employees to contact the University to verify that the issued on-demand checks are valid.

The following is a list and description of the accounts currently utilized by the University:

**Accounts Payable Controlled Disbursement Account** - This account provides for the University's vendor payments by check and ACH.

- The University uses its accounting system to create laser printed checks from blank check stock. This software imprints the MICR line and signature. Rejection rate of checks under this process is minimal. Approximately 115,200 checks paid on this account for fiscal year 2009. The highest month was 11,859 and the lowest month was 6,908. The University electronically transmits its daily positive pay file around 8:00 pm.
- The University electronically transmits a daily ACH file around 2:30 pm for the next day posting. Approximately 44,200 consumer credits were processed in fiscal year 2009 with 108 return items.

**Student Financial Services Controlled Disbursement Account** - This account provides for the University's student payments by check.

- The University uses its accounting system to create laser printed checks from blank check stock. This software imprints the MICR line and signature. Rejection rate of checks under this process is minimal. Monthly checks paid on this account averaged 1,954 with the highest month being 7,152 and the lowest month being 242. The University electronically transmits its daily positive pay file around 7:40 pm.

- The University electronically transmits a daily ACH file around 4:00 pm for the next day posting. During fiscal year 2009, approximately 78,700 consumer credits were processed with 1,665 return items and minimal reversals.

**Payroll Zero Balance Account** – This account provides for the University’s employee payroll disbursements by check and ACH.

- The University currently employs approximately 25,000 employees (including students and part time). All employees, including temporary hires and non-work study students, are required to participate in the Direct Deposit Program as a condition of employment, regardless of date of hire.
- The University’s current bank provides a Pay/Debit card option that allows application of the employee’s salary for those unable to establish an account at a financial institution.
- The University uses its accounting system to create laser printed checks from blank check stock. This software imprints the MICR line and signature. Rejection rate of checks under this process is minimal. Approximately 6,280 checks were paid on this account during fiscal year 2009.
- The University electronically transmits an ACH file for regular payroll every other Monday around 11:00 am for posting the following Friday. ACH files are transmitted on all other days for same day posting to expedite off-cycle pays. For fiscal year 2009, approximately 647,600 preauthorized consumer credits were processed with 164 return items and 111 reversals.

#### **5.2.5.2 Stop Payments**

The Bank’s online system will provide the University the capability of inquiring on check status, placing stop payments and receiving stop confirmations electronically.

#### **5.2.5.3 Forged Checks**

The University utilizes Positive Pay, to address the issue of fraudulent checks drawn on the University’s accounts. It is the University’s desire to have information available to tellers on the same day the file is sent to the Bank. The Bank must be willing and able to put in place a reasonable process for dealing with checks produced, after a daily cut-off, when the payee goes directly to a Bank teller to have the check cashed.

For checks issued by the University and fraudulently endorsed, cashed or deposited, once the payee has filed the appropriate documents with the Bank, the Bank will give the University immediate credit for the amount of the allegedly forged check. The term “forged” as used herein is all inclusive and encompasses an alteration or improper insertion of the name of a payee, date and/or amount as well as forgery of the payee’s or other endorser’s signature.

#### **5.2.6 Wiring Transfers**

Currently the University uses the bank’s proprietary software to transmit domestic and international wire transfers, both repetitive and non-repetitive. During fiscal year 2009, the University released approximately 1,000 wires, which included transfers to transact investment activity. Although most of the transfers are debited from the ACH/Wire account, other University bank accounts can be impacted depending on the purpose of the transfer. For example, the Concentration account is used for the investment transfers. Transfers to cover credit card charge backs impact the Credit Card account.

#### **5.2.7 Automated Clearing House (ACH)**

The University receives payments from various agencies and organizations via ACH and wire in its ACH/Wire account. Also, the University pays financial aid and overpayment refunds to students, employee salaries and travel reimbursements and a small number of vendors by ACH.

The University currently offers its students the ability to make payments through the Internet. One of the payment categories is electronic check. A student enters their bank routing and transit number, plus their bank account number. The University sends this to its current bank as an ACH file for processing. In fiscal year 2009 the University had 56,571 transactions totaling more than \$41 million.

Returned ACH debit and credit transactions are sent back to the University electronically with the appropriate return code (insufficient funds, no such account, etc.)

### **5.2.8 Cash Management and Investments**

Currently the University invests available funds with the State Treasurer's Office including overnight investment of excess collected balances. In addition, the University has long-term investments with the University of Florida Investment Corporation (UFICO). We do not anticipate changing these investment practices at this time. However, some of the University DSOs utilize overnight investment (sweep) accounts provided by the bank.

### **5.2.9 Information Reporting**

#### **5.2.9.1 Availability**

Each day the bank is open, the University determines its cash position and its available balance for investment purposes. All information necessary to calculate the University's cash position is electronically retrieved daily, no later than 10:00 am.

#### **5.2.9.2 Statements**

The University receives daily electronic BAI files, which are uploaded into PeopleSoft and used for the University's bank reconciliations. Also, the University receives reconciled hardcopy statements at end-of-month. These statements are received by the fifth working day from the end of the statement period.

Each month the University's current bank provides the University's Treasury Management with a complete analysis of activity on all University accounts via hardcopy and online reports.

The University requires checks to be imaged on CD. The University does not want the physical checks back.

In addition to regular statements, the University's current bank provides online bank statements and transaction history.

#### **5.2.9.3 Computer Access**

The University requires, at a minimum, the following information and/or authority to be accessed through the Internet:

- Access to daily bank balances including retrieval of detail activity reports.
- Ability to inquire on the status of a check, and issue stop-payments and stop confirmation.
- Ability to initiate domestic and international wire transfers (both repetitive and non-repetitive) and retrieve incoming/outgoing wire transfer confirmation.
- Reporting for controlled disbursements and ACH/EFT transactions.
- Transmission and processing of ACH/EFT files.
- Ability to view and respond to positive pay exceptions.

The Bank will provide training for appropriate members of the University's staff in the usage of their systems. Also, the Bank must provide an alternative method to allow the University sufficient access to the information necessary to carry out its daily activities, in the event the Internet is not available.

#### **5.2.10 Technology Support**

The successful proposer will offer a complete array of automated services that will simplify and effectively coordinate all banking activities in the banking cycle, from deposits to reconciliations.

- Vendor must provide Web-based facilities to allow authorized University personnel to monitor/manage University accounts, produce stop payments, process ACH, create account activity reports, browse/search transaction data, investments, approve or disapprove checks not included on a positive payment file, etc.
- Vendor must provide services/facilities to assist the University in further automating its reconciliation processes. For example:
  - Vendor will be expected to make every effort to provide for the use of a unique transaction identifier field on all transactions (e.g., ACH, checks, deposits, etc.) These transaction identifiers should be available on/in all detail level reports, data downloads, etc.
  - Vendor must provide for daily downloads of transaction data/activity, as well as reports, in an industry-standard format (e.g., BAI)
  - Vendor must accept data uploads for various kinds of transactions (e.g., ACH, Positive Payment)
- Vendor must designate specific technical personnel to be points of contact for University Information Systems personnel needing assistance in resolving technical issues (e.g., data exchange issues such as gateway interface message layouts, automating daily download processes, ACH transmission problems, etc.)
- Vendor must provide support to facilitate accurate and timely check deposits via electronic file using Remote Deposit Capture system.
- Vendor must designate specific personnel to be points of contact for University Finance and Accounting departments needing assistance (e.g., resolution of problems, analysis, research, etc) and training, as well as to advise University personnel on how to increase efficiencies and reduce costs.
- Vendor must allow all accounts including accounts added in the future to be stacked in one file for the ACH, positive pay, and bank statement (i.e. BAI) files.

### **5.3 Lot 2: Merchant Services**

**The Vendor must respond to questions listed in Appendix A (Questionnaire) that pertain to Lot 2, and provide pricing for Merchant Services in Appendix B (Pricing Schedule) per Section 2.7.10 Proposal Organization of the ITN.**

Currently UF maintains 70 merchant locations on campus that allow credit and debit card purchases on Visa, MasterCard, Discover and American Express. In the last calendar year they processed over 239,000 credit card transactions totaling \$35.7 million. The average credit

card ticket size was approximately \$149. These merchants also recorded 8,700 debit card transactions for approximately \$297,000 in sales, or an average debit card ticket of \$34.

The hardware currently used by University merchants includes Hypercoms and Omni 3750 swiping machines. There is also a viaWarp application in use for online transactions.

The successful proposer must be able to provide the following:

### **5.3.1 Compliance with Payment Card Industry Standards**

The vendor must be a processor that is certified compliant with Payment Card Industry (PCI) standards. Any applications and equipment offered must be in accordance with the Payment Application Data Security Standards (PA-DSS), the standards for PED (Pin Entry Devices), and any other applicable industry standards and regulations put into effect by the Payment Card Industry Security Standards Council (PCI SSC) and the credit card companies.

### **5.3.2 Credit Card Swiping Machines**

#### **5.3.2.1 Equipment**

In the past some credit card processors have provided UF with electronic authorization terminals, printers, and pin pads. If equipment replacement is necessary during conversion, preference will be given to the vendor who will provide financial assistance in acquiring the new equipment. The vendor will also provide administrative and technical assistance to the University for credit and debit card processing.

#### **5.3.2.2 Inventory Management**

The vendor must provide services to facilitate inventory management of hardware in use; including program downloads to maintain PCI and other applicable compliance.

### **5.3.3 Online Credit Cards Processing - (Currently, viaWarp)**

The vendor must provide Web-based facilities (e.g., checkout, shopping cart solutions) to allow authorized University merchant (department) personnel to monitor/manage University accounts (e.g., settle credit card transactions, create account activity reports, browse/search transaction data, etc.).

### **5.3.4 Support**

#### **5.3.4.1 Reconciliations**

The vendor must provide services/facilities to assist UF in further automating its reconciliation and other processes. Some examples:

- The vendor will be expected to make every effort to provide for the use of a unique location identifier field on all UF merchant settlements (e.g., credit card transactions, adjustments, etc.). In addition, the vendor must provide for daily downloads of activity in an industry-standard format (e.g., BAI).
- Vendor must provide for daily access to web-based reports (e.g. transaction data/activity, settlements, retrieval requests, chargeback management, monthly fee statements). Any such information or report has to be downloadable to Excel and/or PDF format.

#### **5.3.4.2 Points of Contact**

##### **5.3.4.2.1 Administrative**

The vendor must be able to designate specific personnel to be points of contact for University Finance and Accounting departments needing assistance (e.g., resolution of problems, analysis, research, hardware/inventory management, etc) and training, as well as to advise University personnel on how to increase efficiencies and reduce costs.

#### **5.3.4.2.2 Technical**

The vendor must be able to designate specific technical personnel to be points of contact for UF Information Systems personnel needing assistance in resolving technical issues (e.g., data exchange issues such as gateway interface message layouts, automating daily download processes, transmission problems, etc.)

#### **5.3.5 Error Resolution**

The University expects assistance and cooperation in coordinating error resolutions and communications pertaining to credit card processing.

#### **5.3.6 Fees**

The University of Florida is charged by an Interchange pass-through plus assessment fee structure, which is preferred. In section E (Fees) for Lot 2 of Appendix A, the vendor should describe its proposed fee structure in as much detail as possible.

### **5.4 Lot 3: Gator 1 Card**

**The Bank must respond to questions listed in Appendix A (Questionnaire) that pertain to Lot 3, and provide pricing for the Gator 1 Card in Appendix B (Pricing Schedule) per Section 2.7.10 Proposal Organization of the ITN.**

The Gator 1 Card is the official identification card of the University of Florida and is issued to all students, faculty, and staff. There are currently over 80,000 active Gator 1 Cards and approximately 25,000 new Gator 1 Cards are made each year. The Gator 1 Card is a credit card sized (CR 80 standard) PVC card. The University has defined the layout of data and media on the card, and the financial institution must be able to work within these specifications.

Detailed specifications of card layout are provided in **Appendix G** of the ITN. Briefly, the front of the card contains a 14 digit identification number assigned by the University, a bar code version of the identification number, the cardholder's picture, name, UFID number, affiliation with the University, and date printed. On the back of the card there are two magnetic stripes (a three-track stripe and a two-track stripe), digitized signature, instructions to report lost or stolen cards, and a 16 digit ISO number provided by our current banking partner. The three-track high coercivity stripe is available for use by the financial institution to encode account data. The two-track, high coercivity stripe is used solely by the University.

The successful proposer must be able to provide the following.

#### **5.4.1 Debit/ATM Capabilities with the Gator 1 Card**

The University believes that significant benefits of integration and planning could occur if the successful banking services provider can also provide debit card/ATM services to Gator 1 cardholders.

The successful proposer must be able to utilize the Gator 1 Card to provide debit and ATM services to those cardholders that elect to establish a banking relationship with the proposer. Cardholders will not be required to establish a banking relationship with the proposer unless choosing to add debit and ATM services to their card. The proposer must have the capability of activating debit and ATM services at local locations of the financial institution. Due to the number of on-campus services provided by using the Gator 1 Card, the cardholder will not be able to relinquish control of the card in order to establish the banking relationship. There should be no additional charge(s) to the Gator 1 cardholder for this service other than those normally associated with the banking account relationship. The financial institution will be responsible for the cost of any equipment and providing personnel required to initiate the debit/ATM relationship.

on the Gator 1 Card. The University desires minimal or no changes to the card when activating the Debit/ATM services yet still provide the best access to national financial networks.

In Tab 21, please describe in detail your plans to offer debit/ATM services with the Gator 1 card. Include a description of how you intend to enable the card to provide debit/ATM service including any changes to the Gator 1 Card required to activate these services. Define how the magnetic stripe media will be utilized for banking purposes and how you intend to encode such data. Include the locations where University students can go to establish Gator 1 Card debit accounts. Please describe the process you will follow to enable the Debit/ATM functionality with the Gator 1 Card. Include all fees and penalties that can be imposed to either the student or University.

#### **5.4.2 Marketing and Brand Awareness**

The University's official identification card provides the financial institution with a high profile opportunity for campus, city, and statewide recognition. The University expects the successful proposer to actively solicit Gator 1 cardholders to participate in a banking relationship and to provide cardholders with a variety of banking service options at competitive prices within the Gainesville market. It is expected that the successful proposer will work to actively promote the benefits of the card among community merchants and solicit businesses to accept Gator 1 Card debit payments. The University reserves the right to approve all marketing and promotional material referencing the University of Florida and/or the Gator 1 Card prior to distribution. The University does not endorse, facilitate, nor market credit cards to students. The University does not preclude the successful proposer from providing credit cards outside this agreement.

In Tab 22, provide a description of your plans to market and promote the Gator 1 Card banking relationship. Include your expectations of assistance to be provided by the University such as distribution of literature, participation in orientation sessions, marketing of credit cards, and marketing Gator 1 Card acceptance to the local merchants.

#### **5.4.3 Banking and Financial Services for Students**

The successful proposer will be expected to develop and market creative and competitive banking and financial services to University of Florida students. It is the University's desire that the card be affiliated with the greatest number of networks possible in order to more fully accommodate students, faculty, and staff. The University believes it has a responsibility to assure that students are offered competitive services at reasonable costs including fees to create and maintain accounts.

In Tab 23, describe your student account options and disclose all costs, services, fees, and penalties associated with each type of account. Also, describe the financial networks (i.e., Honor, Cirrus, Plus) with which the Gator 1 Card would be affiliated.

#### **5.4.4 Financial Training**

The University believes basic financial training is important toward obtaining a well-rounded education. The successful proposer shall provide at minimum one training seminar per semester for students, faculty, or staff. Such training should include how to balance and reconcile a checking account, how to create a budget, how to manage credit and understanding financial terms and conditions as related to bank accounts.

In Tab 24, provide a schedule and overview of training programs to be offered to students, faculty, and staff. Include all costs, locations, dates, times, and expected assistance from the University to carry out this training.

#### **5.4.5 Financial Support**

The University's ID Card Services office is self-supporting. We are committed to maintaining the premier student/staff identification card system in the nation. Operational costs of ID Card Services are predominately funded by fees charged to student/staff for their Gator 1 Card. In

order to continue offering premier ID card services at a reasonable cost the University is seeking additional revenue sources.

The successful proposer will have exclusive rights to provide financial transaction capabilities associated with the Gator 1 Card. Each year slightly over 5,000 new students, faculty, and staff at the University take advantage of the opportunity to utilize their Gator 1 Cards as ATM/debit cards. **The University currently receives an annual fee for each student, faculty, or staff member who initiates financial transaction capabilities for their Gator 1 Card.**

In Tab 25, provide information regarding an annual fee to be paid to the University for the exclusive right to provide financial transaction capabilities associated with the Gator 1 Card. Include information on how the fee is established, frequency of payment, and schedule of payment.

#### **5.4.6 *Startup or Conversion***

The successful proposer must develop a transition plan for the implementation of the Gator 1 debit/ATM card program. As noted earlier, there are currently 80,000 active Gator 1 Cards. A proposal to recard all current cardholders would result in significant expense to the University. The University would expect to be reimbursed for this expense if proposer plans require new Gator 1 Cards issued to all current cardholders. The last recarding effort at the University took approximately 18 months to complete.

The successful proposer will have the right to begin marketing, soliciting, and otherwise providing services to existing and future Gator 1 Card holders starting April 1, 2010. If the University selects another vendor to provide Gator 1 Card banking services at the termination of this upcoming contract, the successful proposer agrees to allow the new vendor the right to begin marketing, soliciting, and otherwise providing services to existing and future Gator 1 Card holders from the April 1<sup>st</sup> prior to the termination of this agreement.

In Tab 26, include your transition plan for implementing a Gator 1 debit card program with your financial institution. Include the timeline; required assistance from the University; costs; and required changes to the Gator 1 Card, its design, usage or issuance equipment, and procedures.

#### **5.4.7 *Partner Relationship***

The successful proposer will partner with the Gator 1 Central program to achieve its mission of "Making Campus Life Easier." This will require participating in planning sessions and constantly re-evaluating the programs, services, and delivery of these services throughout the year and specifically during Preview (New Student Orientation sessions). The successful proposer will need to make every effort to work with the University in providing excellent service in a quick and efficient manner.

In Tab 27, please discuss in detail your plans, organizational structure, financial commitment, and other resources that will be available to assist the University in achieving this goal.

#### **5.4.8 *Experience and Reputation***

In Tab 28, describe your company's background and experience in providing this type of service. Include the name of three references that the University can contact. Large educational institutions similar to the University of Florida will be preferred.

### **5.5 Compensation**

Prices MUST be submitted on Attachment 1, Pricing Schedule. This schedule shows the University average monthly volume for fiscal year 2009. Prices for services not listed should be added to the 'Other Services Not Previously Listed' section of Appendix B. Clearly identify any "pass through" fees, or fees originated by some other organization beyond your control. If

“pass through” fees change over the course of the contract, the contractor may request a change in fee and support the request with proper documentation. Any change in fees will be at the discretion of the University.

Additional Services – Describe, and price, other services that you offer in addition to the ones described above that you think may be useful to the University. If during the term of the contract, the University desires additional services from the vendor that the University did not initially request, and for which fees were not quoted by the vendor as part of their response, the vendor and the University may negotiate a mutually agreed upon fee sufficient to compensate the vendor for the additional service to be provided.

The University reserves the right to establish accounts in other financial institutions for any services necessary to carry out University business.

**6.0 Certifications and Forms**

**6.1 Certification of Proposal**

Explanation: This certification attests to the vendor's awareness and agreement to the content of this ITN and all accompanying provisions contained herein.

Action: Vendor is to ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to Invitation to Negotiate # 10MAW-114 issued by the University of Florida. The undersigned, as a duly authorized officer, hereby certifies that

\_\_\_\_\_  
(Vendor Name)

Agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced Invitation to Negotiate (ITN) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the ITN. The proposal shall remain in effect for a period of ninety (90) calendar days as of the Due Date for responses to the ITN.

The undersigned certifies that to the best of his/her knowledge: (check one)

\_\_\_ There is no officer or employee of the University of Florida who has, or whose relative has, a substantial interest in any Contract award subsequent to this proposal.

\_\_\_ The names of any and all public officers or employees of the University of Florida who have, or who's relative has, a substantial interest in any Contract award subsequent to this proposal are identified by name as part of this submittal.

The undersigned further certifies that their firm (check one) \_\_\_IS or \_\_\_IS NOT currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Person(s) authorized to negotiate in good faith on behalf of this firm for purposes of this Invitation to Negotiate are:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

\_\_\_\_\_  
Date: \_\_\_\_\_

Signature of Authorized Officer

\_\_\_\_\_  
Printed Name

**ITN #: 10MAW-114**

**Closing Date: 10/09/09**

**Closing Time:3:00 PM/ET**