REQUEST FOR PROPOSAL

For

AUTOMATED TELLER MACHINES (ATM'S) SERVICES

RFP Number:  4-RFP-15-002
Opening Date:  SEPTEMBER 16, 2014
Opening Time:  2:00 P.M.
AUTOMATED TELLER MACHINE SERVICES FOR THE OKLAHOMA CITY COMMUNITY COLLEGE (OCCC)

CONTRACTORS: Proposals are invited for the Automated Teller Machine (ATM's) Services for Oklahoma City Community College (OCCC) in accordance with the standard terms and conditions and specifications set forth in this Request For Proposal (RFP). Proposals must be received at the address noted below not later than the date and time of the submission deadline. All proposals must be clearly marked as a sealed proposal with the RFP Number, Opening Date and Time on the outside of the envelope or package containing the Proposal. OCCC reserves the right to reject any or all proposals. Proposal submissions MUST meet all general and specific terms and contain the following:

1. Detailed response to RFP
2. Statement of Price
3. Certification for Competitive Bid and Contract (Non-Collusion Certification)
4. Supplier Contract Affidavit
5. Certificate of Compliance, if applicable

RFP Number: 4-RFP-15-002
Date Issued: 8-12-2014
Submission Deadline (Opening): Date: 9-16-2014
Time: 2:00 P.M.

Proposal Delivery Address:
Ms. Sheri Kingsbury, Senior Buyer
Oklahoma City Community College
John Massey Center, Purchasing Dept.
7777 South May Avenue
Oklahoma City, OK 73159

CERTIFICATION: Upon signing this Proposal, the Contractor certifies that the Standard Terms and Conditions and specifications have been read as set forth in the RFP, understands such and agrees to be bound by these Standard Terms and Conditions and specifications when a contract is entered into pursuant to this RFP. The Contractor also agrees that the proposal incorporates the Standard Terms and Conditions and specifications of this RFP and is the complete and exclusive statement of the terms of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the RFP.

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UNSIGNED PROPOSALS WILL BE REJECTED
REQUEST FOR PROPOSAL FOR CONTRACTING OF THE AUTOMATED TELLER MACHINE SERVICES FOR OKLAHOMA CITY COMMUNITY COLLEGE

1.0 GENERAL INFORMATION

1.1 INTRODUCTION

OCCC, will consider proposals for providing Automated Teller Machine Services, as deemed necessary and in the best interest of OCCC. OCCC invites prospective vendors, hereinafter referred to as Contractor, to submit proposals to install, maintain, and operate Automated Teller Machines (ATM's) which will be accessible to all students, faculty, and visitors on the OCCC campus in accordance with the RFP terms and conditions.

The headings and subheadings in this RFP are intended only to assist the reader in locating information. They are not intended to completely convey the contents of the information that follows. Therefore, the reader should read all sections and subsections in their entirety.

1.2 COLLEGE INFORMATION

OCCC is a two year community college which first opened in 1972. It has grown to serve more than 23,000 people each year. It offers a full range of associate degree programs, which prepare students to transfer to baccalaureate institutions. Other degree and certificate programs are designed to prepare students for immediate employment in a variety of fields. Additionally, OCCC offers a wide range of community and continuing education courses, workshops, conferences, and seminars. For Fall of 2013, 13,297 students were enrolled for classes on campus. Of those students, 36% were enrolled full time. Approximately 37% of OCCC students identify themselves as belonging to a racial/ethnic minority. The OCCC student body is predominately female at 59%. OCCC makes no assertions or guarantees concerning future enrollments. In the area of non-credit community service courses, over 18,000 students were on campus during the fiscal year of 2013.

Facilities include a 6,000 square foot open meeting area, three 1,800 sq. ft. conference rooms, one boardroom, two small meeting rooms and free convenient parking as well as multiple offsite satellite locations. Services include wireless technology capability, internet access, AV equipped with overhead and LCD projection as well as catering services.

OCCC employs faculty and staff as follows:

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<tr>
<th>Full-time staff and faculty</th>
<th>Part-time staff and faculty</th>
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<td>598</td>
<td>638</td>
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The above information does not indicate the number of persons occupying the building at a particular time

1.3 INDEPENDENT CONTRACTOR

The relationship of the Contractor to OCCC shall be that of an independent Contractor, any other provision herein notwithstanding. Any and all employees or agents of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under these specifications, shall not be considered employees of OCCC.

1.4 OTHER CONTRACTOR AGREEMENTS

Higher One has an ATM on campus per contract.

2.0 PROPOSAL REQUEST

2.1 ISSUING OFFICE

This RFP is issued by the Office of the Vice President for Business and Finance, Oklahoma City Community College. The purchasing department located at 7777 South May Avenue, Oklahoma City, Oklahoma is the sole point of contact between Contractors and OCCC for the selection process. Personal contact should be made through:

Ms. Sheri Kingsbury, Senior Buyer
Oklahoma City Community College
John Massey Center, Purchasing Dept.
7777 South May Avenue
Oklahoma City, OK 73159
(405)682-7555
(405)682-7568
skingsbury@occc.edu

or her designee. OCCC will provide written notification by certified mail of OCCC’s intent to award the contract.

2.2 ELECTRONIC COPIES OF RFP

Originals are mailed from the Purchasing Department. Electronic copies of the RFP will be distributed to Contractors by request or can be downloaded from Purchasing’s website located at www.occc.edu/purchasing. Electronic submissions of this RFP will not be accepted.
2.3 CLARIFICATION OF THE RFP

Contractors may submit written questions regarding the specifications or requirements of the RFP. Written questions must be received by OCCC no later than 5:00 p.m. on August 26, 2014. Written answers to all questions received prior to the deadline will be furnished to Contractors and will become a part of the RFP. Verbal clarification may be given as a courtesy, but will not affect the bid specifications or requirements. An e-mail received shall be considered received in writing. If OCCC determines that it should provide additional information or clarification, or if additional requirements are needed, Contractors will be notified by written addendum. All or any addenda must be acknowledged by the Contractor on the RFP submitted.

2.4 COSTS FOR PROPOSAL PREPARATION AND CAMPUS VISITS

OCCC will not reimburse the Contractor for costs incurred in the preparation and submission of proposals, nor will OCCC reimburse Contractors for expenses related to visiting the campus or providing on-campus presentations related to the proposals.

3.0 PROPOSAL INFORMATION

3.1 SUBMISSION OF PROPOSALS

Sealed written proposals will be received and opened at 2:00 p.m. central standard time on September 16, 2014, at the following address:

Ms. Sheri Kingsbury, Senior Buyer
Oklahoma City Community College
John Massey Center, Purchasing Dept.
7777 South May Avenue
Oklahoma City, OK 73159

All proposal packages submitted in response to this RFP must be signed, sealed and labeled. The below RFP label must be used for the RFP label.

RFP ENVELOPE LABEL –PROPOSAL

Bid No.: 4-RFP-15-002__
RFP Due Date: September 16, 2014
RFP Due Time: 2:00 pm
Contractor's Name: _______________________________
Contractor's Address: _______________________________

Project Title: RFP for ATM

Deliver this package to the Purchasing Office – JMC RM 142D
It is mandatory that the RFP package label, as shown above, is used or this exact information is provided on the outside of the sealed proposal packages. Failure to do so may cause the proposal to be rejected.

Contractors must submit one (1) original hard copy and three (3) copies. Proposals must be signed by an official authorized to bind the Contractor to the resultant contract. Any literature descriptive of the Contractor must be submitted with the original proposals and/or be made available on a flash drive.

Contractors are cautioned that only written information contained in this RFP (including any amendments and addenda) are to be relied upon for preparation of a proposal.

Each Contractor is solely responsible for the timely delivery of the proposal by the specified deadline. State law requires that the proposal be submitted no later than the date and time specified in this RFP. Contractors mailing proposals should allow a sufficient mail delivery period to ensure timely receipt of their proposals by the issuing office. Once again, timely receipt is defined as on or prior to 2:00 p.m. Central Standard time on September 16, 2014. Any proposals received after the scheduled date and time will be immediately disqualified. All proposals shall be guaranteed and binding for a period of not less than ninety (90) days past the proposal submission deadline.

3.2 RESPONSE FORMAT

Beginning with the first subsection, it is requested that Contractors respond to each subsection of this RFP in the same paragraph and item number sequence, stating first the requirement and then providing their response.

For those paragraphs or items not requiring a specified response, Contractors may respond with concurrence or acknowledgment. Reference to handbooks or other technical documentation may be used to augment the response to an item but may not constitute the entire response.

References to handbooks and technical documentation must include the paragraph and/or page number of the reference document. It is requested that brochures and bulky publications be separated from the written response.

3.3 CONTENTS OF PROPOSAL

A. Contractors should include as part of their proposal all of the provisions of this RFP and furnish all required information.

B. If the Contractor submits standard terms and conditions with the proposal, and any of those terms are in conflict with the laws of the State of Oklahoma, State laws shall govern. Standard terms and conditions submitted may need to be amended to adequately reflect all of the conditions of this RFP.
C. All agreements of any nature requiring execution by OCCC must be submitted with the proposal.

D. A sample contract must be submitted with the Proposal for review if required by the Contractor and will later require the signature of OCCC officials.

E. OCCC reserves the right to reject any proposal that does not comply with their requirements and specifications of the RFP. An offer may be rejected if the offer contains or imposes terms or conditions that would modify the requirements of the RFP or limit the contractor’s liability to the State of Oklahoma or OCCC.

3.4 OFFICIAL CONTRACTOR’S REPRESENTATIVE

The name, mailing address, telephone, e-mail address and fax number of the Contractor’s authorized agent with authority to bind the firm with respect to questions concerning the Contractor’s proposal must be clearly stated in the proposal. The proposal and/or the letter which transmits the proposal to OCCC must be signed by an authorized officer of the Contractor.

3.5 PROPRIETARY INFORMATION

All proposals submitted in response to this RFP will become the property of OCCC and will be open to public inspection after the proposal opening in accordance with the laws of the State of Oklahoma.

3.6 ADDENDUM

Verbal communications are for clarification purposes only. Written addendums will be issued for any changes in the proposal specifications. Only written communication is binding to the College.

3.7 MODIFICATION OR WITHDRAWAL OF BIDS/PROPOSALS

Bids/Proposals may be modified or withdrawn, by the bidder, prior to the established due date and time.

3.8 SELECTION, NEGOTIATION, ADDITIONAL INFORMATION

OCCC is not bound to accept the lowest priced proposal if not in the best interest of the College. The College 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. The selected proposal will be the most advantageous offer for the state determined by evaluation and comparison of other factors in addition to cost or price.

Prior to award, OCCC may elect to conduct negotiation with the highest ranked
respondents for purposes of:
- resolving minor differences and informalities,
- clarifying necessary details and responsibilities,
- emphasizing important issues and points,
- receiving assurances from respondents, and
- exploring ways to improve the final contract.

3.9 CLARIFICATION OF PROPOSALS

Contractors may be required to clarify or further explain their proposals. Any clarification will be reduced to writing by the Contractor and will be considered part of the proposal. Refusal by a Contractor to comply with this requirement will be cause for rejection of the proposal.

3.10 AUTOMATED TELLER MACHINE EXPERIENCE

The Contractor shall have at least five (5) years of experience in ATM operations.

3.11 MINIMUM SPECIFICATIONS

The services described herein indicate minimum specifications required for the provision of Automated Teller Machine Services at OCCC.

Contractors responding to this RFP should outline a complete program which they would propose and any other pertinent factors they wish OCCC to consider in evaluating their proposals.

4.0 GENERAL PROVISIONS

4.1 CONTRACTOR’S OBLIGATION TO INDEMNIFY, HOLD HARMLESS AND DEFEND

Contractor without exception shall indemnify and hold harmless OCCC, its Regents, administration, employees, students, and any agent authorized to act on behalf of OCCC from any liability of any nature or kind and from any and all damages to persons and property resulting from or alleged to result from the activities, acts or omissions of Contractor and of Contractor’s agents, and also to hold harmless from any losses or damages which should arise due to failure of any utility service or any act causing interruption of Contractor’s operation outside the control of OCCC. A party shall not be liable for any claims, demands, actions, costs, expenses or liabilities, including attorneys’ fees, which may arise in connection with the actions or failure to act of the other party or its employees, officers, directors or agents in performing any of their obligations under this Service Contract unless so ordered by a court of competent jurisdiction. OCCC’s liability is governed and limited by the Oklahoma Governmental Tort Claims Act.
4.2 **EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION**

Contractor will not discriminate against any employee or applicant because of race, creed, color, sex, age, disability, religion, or national origin, and will make a diligent and continuing effort to insure that all persons are afforded equal employment opportunities without discrimination because of race, creed, color, sex, age, disability, religion, or national origin. Equal opportunity shall apply to recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, lay-off, termination, rate of pay, all other forms of compensation, and selection for training. The enumeration of the foregoing items shall not be limited to the scope of the application of this equal employment opportunity provision.

Contractor will state, in all solicitations or advertisements for employees, that all qualified applications will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, age, disability, religion or national origin.

Contractor shall state its non-discrimination and/or affirmative action policy.

4.3 **INSURANCE**

It is the intention of OCCC that the Contractor be an independent Contractor and not an employee under this agreement. In order to protect OCCC from liability, the successful Contractor shall agree to maintain at his/her own cost malpractice insurance in the minimum amount of $1,000,000 to cover activities of Contractor. All policies shall contain a covenant requiring 30 days written notice to OCCC before cancellation, reduction, or modifications. All policies shall be primarily and non-contributing with any insurance carried by OCCC. Upon notification of intent to award, Contractor shall furnish OCCC a certificate of insurance.

Insurance shall be effective and evidence of acceptable insurance furnished to OCCC, prior to commencing any operations under this Contract.

Contractor shall obtain and maintain in full force at all times during the term of this Contract insurance coverage naming the State of Oklahoma, acting through OCCC, as a certificate holder that includes:

- Comprehensive General Liability in the amount of 1,000,000 per occurrence and of 1,000,000 in the aggregate.

- Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined limit of 1,000,000 per occurrence for bodily injury and property damage.

- Workers Compensation -- with limits required by the State of Oklahoma and with Employer’s Liability limits of $500,000 per accident.
If insurance policies are not written for amounts specified above, Contractor shall carry Umbrellas or Excess Liability Insurance for any differences in amounts specified. If Excess Liability is provided, it shall follow the forms of the primary coverage.

Each policy of required insurance shall provide for ten (10) days written notice of cancellation to the Owner and include the following provisions. "It is a condition of this policy that the Company shall furnish written notice to Oklahoma City Community College, Purchasing Department, 7777 S. May Avenue, Oklahoma City, OK 73159, ten (10) days in advance of any reduction in, or cancellation of this policy."

At the beginning of each contract period, the Contractor shall furnish certificates to OCCC showing that such insurance is in effect. In the event that the contractor shall fail to maintain and keep in force product liability insurance, general liability insurance, property damage insurance, and worker's compensation insurance OCCC shall have the right to cancel and terminate the agreement immediately without notice. The protection afforded under the policies will not be canceled or reduced until at least thirty (30) days after notice is sent to OCCC by the insurance company or agent. The insurance company provider must have an A.M. Best rating of A+ VIII.

4.4 PERFORMANCE BOND

Contractor will be required to furnish for the life of the contract a Performance Bond or Irrevocable Letter of Credit, in a form satisfactory to OCCC and issued by a surety company authorized to do business in the State of Oklahoma.

If any surety upon any bond furnished in connection with the contract becomes insolvent, or otherwise not authorized to do business in this state, the Contractor shall promptly furnish equivalent security to protect the interests of OCCC. The Contractor shall provide no less than 30 days’ notice to OCCC in the event of any change in surety.

The bond shall be accompanied by valid Power-of-Attorney (issued by the surety company and attached, signed and sealed, with the corporate embossed seal, to the bond) authorizing the agent who signs the bond to commit the company to the terms of the bond, and stating (on the face of the Power-of-Attorney) the limit, if any, in the total amount for which he is employed to issue a single bond.

An original and one (1) copy of the bond must be furnished within ten (10) working days from the date of receipt of written notification by certified mail of intent to award contract. In extenuating circumstances, an extension may be granted to secure the bond. If a Contractor fails to deliver the required performance bond, the Contractor’s proposal shall be rejected, and award of the contract may be made to the next highest ranked Contractor as determined through the selection process.

Prior to the beginning of each subsequent contract period, the successful Contractor will be required to submit a Performance Bond as described above to OCCC covering each
period the contract is operative.

4.5 COMPLY WITH LAWS

Without additional expense to OCCC, the Contractor shall be liable for all applicable Federal, State, and local taxes and shall comply with all laws, ordinances, codes and regulations and shall obtain and pay for all permits and licenses.

4.6 ASSIGNMENT/SUBCONTRACTING

The Contractor shall not subcontract or assign any interest in the contract and shall not transfer any interest, whatsoever, in the contract (whether by assignment or novation), without the prior written consent of OCCC.

5.0 AUTOMATED TELLER MACHINE OPERATIONS

5.1 SCOPE OF WORK

5.1.1 OCCC is requesting proposals from qualified sources to establish a contract for Automated Teller Machines (ATM’s) at OCCC. The main objective is to install, maintain, and operate ATM’s, or “cash machine” on of the campus of OCCC. The successful bidder will:

- be solely responsible for the oversight of the installation, and consistent maintenance and modernization of the specified equipment and all related expenses of such activities
- install or place on the OCCC premises, such equipment, furnishings, trade fixtures, and other personal property necessary to provide mutually agreed upon services
- be the sole owner or lessee of the ATM and related equipment, and shall be in sole control of the nature and scope of the operation of the ATM
- have the approval of all applicable federal, state, and local regulatory agencies governing or providing oversight to banking transactions, and may be required to obtain additional regulatory approvals as deemed necessary by the OCCC
- indemnify the State of Oklahoma and OCCC from any and all liability arising out of a long or short-term use of the facilities, for whatever justifiable reason including its trustees, officers, employees and agents thereof
- adhere to prevailing merchandising and advertising policies of the OCCC

5.1.2 The successful bidder will provide ATM facilities which will offer at least the following minimum banking services:

- withdrawals and access to a minimum of three (3) major national networks (such as "Relay", "Plus", “Honor”, “Interlink”) of the major Oklahoma Banks,
• a security camera with video accessible to OCCC police personnel for resolution of issues as they arise with information as to web addressable IP capability of camera
• dispense money in $10 and $20 increments to a maximum of $300.00 in any twenty-four (24) hour period.
• cash advances from either debit or credit cards
• account balance inquiries

5.1.3 Additionally the following ATM services are desired:

• Ability to take deposits from vendors’ own customers

5.1.4 Vendor should submit with proposal information regarding all other services available through its ATM’s, and if so desired, propose any non-ATM based on-campus retail “express” banking services that might be made available to the College community of more than 20,000 students, faculty, and staff. Additionally, selected vendor(s) may at any time after award propose additional or modified services, but all changes must be approved by the OCCC Vice President for Business and Finance prior to implementation.

5.1.5 The successful bidder will at its sole cost and expense provide installation of:

• internal security measures to safeguard ATM transactions
• electronic means of determining the functionality of the ATM

5.1.6 Bidders should submit proposals which include ATM utilization fee structure including answers to the following:

• Are fees charged for ATM transactions for customers who have an account at the bank providing ATM services? If so, please provide detail.
• Are fees charged for ATM transactions for customers who do not have an account at the bank providing ATM services? If so, please provide detail.
• Will OCCC receive any portion of fees charged for ATM transactions? If so, what percent or portion will OCCC receive?

5.1.7 Contractor, its employees, independent contractors, and agents shall have access during normal business hours for both stand-alone and affixed ATM’s for the purpose of installing, maintaining, servicing, operating, and removing the ATM. The Contractor must have the capacity to service the ATM(s) with sufficient frequency so that currency is not depleted, thereby shutting down the ATM.

5.1.8 Contractor and OCCC will mutually agree upon the appearance, location, and all other features and characteristics of the lines, facilities, and equipment serving the ATM.

5.1.9 Contractor should include the following service related information in responding
to this RFP:
- City/branch providing equipment service
- Schedule for routine replenishment
- Procedures for maintenance
- Standard service response time
- Service contact name for standard maintenance
- Service contact name for emergency maintenance
- Contact name for customer service issues
- Contact information for account representative
- Description of escalation process for customer service issues
- Website or other pertinent points of contact and reference

5.1.10 If OCCC premises are destroyed or damaged by wind, fire, smoke, rain, or other casualty or vandalism, the OCCC and financial institution providing ATM equipment shall cooperate to rebuild or repair the premises to a condition substantially equivalent to the condition thereof at the time of such destruction or damage. The cost of such rebuilding or repairing shall, to the extent that the same represents the cost of providing facilities substantially equivalent to the premises as of the commencement date of an agreement or license, be paid by OCCC. The remainder of the cost of such rebuilding, repairing, or equipment replacement shall be paid by the ATM provider.

5.1.11 If the premises are destroyed by wind, fire, smoke, rain, or other casualty or vandalism or damaged by same to such an extent as to render impossible the use of same by the financial institution, OCCC and financial institution shall each have the option to terminate any license or agreement by giving written notice within ten (10) days of such destruction or damage.

5.1.12 No claim for damages may be made by either party of an agreement or license as a result of interruption to the provision of the ATM provider's services resulting from civil or student unrest, disobedience, strike, or sabotage, or other "acts of God", but both parties will employ diligent efforts to repair and resume services as quickly as possible.

5.1.13 It is understood that no claim will be made by the Contractor(s) in the event that the OCCC decides to temporarily suspend and close services due to the aforementioned style of disorder. It shall also be agreed the OCCC has no responsibility for a utilities or mechanical breakdown which could cause a disruption or suspension of the ATM provider's services, but OCCC agrees that it will use all reasonable efforts at its command to repair such a breakdown, in order to make possible a resumption of services as expeditiously as possible.

5.1.14 Proof of the required insurance must be provided to the Purchasing Agent responsible for this RFP prior to the award of this bid. Please see General Contract Terms and Conditions, item #16.
5.1.15 Subject to OCCC approval of the ATM, the Contractor may place signs and other normal business logos on the ATM only. All such signs or other logo placed on the premises will need to be pre-approved by the OCCC Vice President for Business and Finance prior to installation. All such materials will be deemed to be the personal property of the financial institution and may be removed upon termination of the contract. The Contractor will be responsible for any costs associated with installation and/or removal of related signage.

5.1.16 Either OCCC or the selected Contractor(s) may terminate the lease/contract with a minimum of 90 days’ notice in writing. The financial institution must repair any damage, at its’ expense, done to the walls or floor in the installation of the ATM initially.

5.1.17 If the ATM’s building experiences major renovations, OCCC retains the right to move the ATM to an accessible location as close to the original location as possible, without being in violation of the original agreement.

5.1.18 OCCC reserves the right to Contract with the Contractor(s) making the best offer. OCCC will make the assignment of the specific space to the successful Contractor(s). OCCC reserves the right to reject any and all bids which do not meet its requirements.

5.1.19 Proposals must demonstrate a minimum of five (5) years experience in supplying the required service to facilities similar in size and scope as those required herein. OCCC reserves the right to use reference checks in its evaluation of proposals. It is the Contractor’s responsibility to provide valid reference information.

5.1.20 Installation must be completed within 30 days from receipt of contract award notification.

5.1.21 See Attachment A for previous 12 month of activity.

5.2 MINIMUM OPERATING HOURS

OCCC observes the following holidays: New Year’s Day; Martin Luther King Bay, five working days at Spring Break (Mid March); Memorial Day; Independence Day; Labor Day; Thanksgiving Day and the following Friday; Christmas and five working days at Christmas. When a holiday falls on Saturday or Sunday, the proceeding Friday or the following Monday may be observed as the holiday. When a holiday falls on a Thursday the following Friday may be observed with the holiday.

5.3 CUSTOMER INTEREST AND SATISFACTION

The Contractor shall make every effort to maintain high level of customer satisfaction.
user survey shall be performed each fall and spring semester to identify total number of transactions processed as each ATM. Customer satisfaction or their perceived satisfaction with the Contractor’s performance is very important to OCCC. The evaluation of performance to include all sections and subsections of the request for proposal as well as subjective evaluation of the areas of customer satisfaction and performance.

5.4 FEE CHANGES

Fee increases may be tolerated if in accordance with the following statements:
Escalation of annual costs for subsequent years of this contract is not automatic and shall not exceed inflation guidelines as established by the nationally accepted Consumer Price Index. Contractor must provide documentation to justify escalation and make escalation request in writing on an annual basis.

Should escalation figures prove to be above CPI levels, the contractor must provide sufficient justification for the increase and said increase must be acceptable to OCCC. Newly negotiated labor agreements, federally recognized fuel inflation adjustments, statutory increases, and applicable federal and state wage laws are acceptable increases which may exceed CPI levels.

All fee changes are to be approved by OCCC. OCCC requires two months lead time to approve fees.

Customers must be informed two (2) weeks prior to effective date of fee change by placing an advertisement in OCCC student newspaper, the Pioneer, and posting flyers throughout the campus.

Fee changes must be effective the first day of spring or fall semester.

5.5 TOBACCO USE

Tobacco use is prohibited on OCCC campuses

6.0 SELECTION CRITERIA

6.1 GENERAL

The Contractor will be selected on the basis of which proposal is, in the opinion of OCCC, in the best interest of OCCC when all factors are considered. Factors considered will include, but are not necessarily limited to, monthly fee paid to OCCC, user fees charged to customers and non-customers, percentage of fee paid to OCCC, quality and features of equipment, qualifications/experience of the proposed vendor. Also, Contractor performance record, response to this RFP, and service related performance capabilities will be reviewed. OCCC reserves the right to reject any and all proposals or
parts thereof, and to waive informalities in the proposals received.

Contractors are encouraged to submit any additional information or comments they wish considered. This additional information should be included as a separate appendix to the proposal.

Contractors shall be cautioned not to minimize the importance of adequate responses, although a particular category may carry less weight than other areas.

The award will be made to the Contractor whose proposal conforms to the RFP and, in the sole judgment of OCCC, will be most advantageous to OCCC.

6.2 INITIAL CLASSIFICATION OF PROPOSALS AS RESPONSIVE OR NONRESPONSIVE

OCCC shall initially classify all proposals as either “responsive” or “nonresponsive”. OCCC may deem a proposal nonresponsive if: any of the required information is not provided, the submitted price is found to be excessive or inadequate as measured by the RFP criteria, or the proposal does not meet RFP requirements and specifications. OCCC may find any proposal to be nonresponsive at any time during the procurement process. If OCCC deems a proposal nonresponsive, it will not be considered further.

6.3 CONTRACTOR EVALUATION

More specifically the Contractor’s RFP will be evaluated on the following points.

6.3.1 EVALUATION CRITERIA

- 50% Firm’s relevant experience, qualifications and success in providing services of this type and the firm’s references from current comparable accounts and clients which are comparable to the College
- 25% Cost to the College
- 25% Quality of the firm’s proposal to assist the College in meeting its objectives of quality ATM services

7.0 TERMS AND CONDITIONS

7.1 RESERVATION

This RFP does not commit OCCC to award a contract. Further, OCCC reserves the right to accept or reject, in part or in its entirety, any or all proposals received, to re-advertise if deemed necessary, and to investigate any or all proposals as required. Proposals which fail to comply fully with any provisions of the specifications and RFP will be considered invalid and will not receive consideration.
7.2 ETHICAL STANDARDS

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a State Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established selling agencies maintained by the Contractor for the purpose of securing business.

7.3 COMPLIANCE WITH PROVISIONS

Contractors shall state that they have read, understand and will comply with all provisions and with the standard terms and conditions.

7.4 TERM OF CONTRACT

The required services are to commence no later than October 1, 2014 or a date to be agreed upon by and between OCCC and the Contractor selected by OCCC. The resulting contract will be for the initial period of one (1) year with the option to renegotiate the operations and extend the contract for an additional twelve month period up to five years (5) years including the initial year of the contract. The renewal option is to be exercised one hundred twenty (120) days prior to the contract ending date. The extended contract(s) shall be on the same terms and conditions as the initial contract, subject to all of the provisions. The contract shall not bind, nor purport to bind, OCCC for any contractual commitment beyond the agreed upon or extended contract period. If OCCC does not intend to negotiate the option to renew, it will provide the Contractor with written notice of such not later than one hundred twenty (120) days prior to the contract ending date. Notwithstanding the above, OCCC shall have the right to terminate the contract, in whole, but not in part, without penalty or expense, at the end of any fiscal year if the Oklahoma Legislature or other appropriate governmental entity fails to appropriate or allocate sufficient funds to OCCC for the payments required or the activities contemplated under this contract. OCCC’s decisions as to whether sufficient funds are available shall be accepted by the Contractor and shall be final and binding.

7.5 TERMINATION PROVISIONS

The contract may be terminated by either party by giving a one hundred twenty (120) day written notice to the other party. Further, in the event that the Contractor shall fail to carry out and/or comply with covenants, conditions and agreements to be performed by it, or shall fail to comply with any regulations adopted by OCCC, OCCC shall notify the Contractor of such failures or defaults and demand in writing that the same shall be remedied within ten (10) days after the written notice. In the event of failure of the Contractor to remedy the same within the said ten-day period, OCCC shall have the right to immediately cancel and terminate the contract without further notice. In such case, it will be incumbent on the Contractor, if required by OCCC, to continue operation until relieved by a newly selected Contractor.
7.6 CONTRACT GUIDELINES

Contractors should note the following in regard to the State’s contracting authority, and amend any documents accordingly. Failure to conform to these standards may result in rejection of the proposal.

7.6.1 The State of Oklahoma may not contract with another party:

i. As set forth above, to support continuation of performance in a subsequent year of a multi-year contract when funds are not appropriated or otherwise made available. The Contractor may be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the commodities or services delivered under the contract. No other termination charges shall be authorized.

ii. To pay any penalties or charges for late payment or any penalties or charges which, in fact are penalties, for any reason.

iii. To indemnify and defend that party for any liability and damages; however, the State may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State’s use or possession of equipment and reimburse that party for the loss caused solely by the State’s use or possession, provided that such obligation is determined by and under the procedures of the State of Oklahoma.

iv. Upon default, to pay all sums to become due under a contract.

v. To pay damages, legal expenses or other costs and expenses of any party.

vi. To conduct litigation in a place other than Oklahoma.

vii. To agree to any provision of a contract which violates the laws or Constitution of the State of Oklahoma.

7.6.2 A party wishing to contract with the State of Oklahoma must:

i. Remove any language from its contract which grants to it and remedies other than:

   The right to possession
   The right to accrued payments

ii. Include in its contract that the laws of the State of Oklahoma govern the contract.

7.6.3 The State of Oklahoma may contract with another party:
i. In the event the legislature of the State of Oklahoma does not appropriate funds for the services described in this Agreement, OCCC may, upon thirty (30) days written notice to Contractor, cancel this Agreement as to that period for which no appropriations were made; or, in the event that there are no funded appropriations from which payment can be made for the services described in this Agreement, OCCC may, upon thirty (30) days written notice to Contractor, cancel this Agreement as to that for which there are no funded appropriations from which payment can be made.

7.7 CONTRACT NEGOTIATION

Due to the anticipated complexities of this contractual relationship, OCCC reserves the right to negotiate with the successful Contractor the final terms and conditions deemed to be most advantageous to OCCC.

7.8 CONTRACT STATUS

The response to this RFP will be considered as an offer to contract. Final negotiations on the best offer will be conducted to resolve any minor differences or informalities.

7.9 CONTRACT COMPONENTS

This RFP, the successful Contractor’s response thereto, and any additional written modifications and/or stipulations mutually agreed upon by OCCC and the successful Contractor will constitute the final contract. During the contractual period, any changes to the conditions outlined in these materials must be approved in writing with the signatures of representatives from each selected Contractor(s) and OCCC.

7.10 LAW AND REGULATIONS

All applicable state and federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written out in full in this proposal.

7.11 CONTRACT IMPLEMENTATION

The prospective Contractor must agree to commence work on or before a date mutually agreed upon with OCCC.

7.12 CHOICE OF LAW AND VENUE

The resulting contract shall be construed under the laws of the state of Oklahoma, and
venue in any action to enforce the contract shall be in Oklahoma County, Oklahoma.

7.13 REPORTING REQUIREMENT

It should be understood that the Contractor/Consultant will work for and report directly to OCCC in the manner it prescribes.

7.14 EQUAL OPPORTUNITY EMPLOYER

The Contractor must assure that they are an Equal Opportunity Employer, a provider of services and/or assistance, and in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 or the Rehabilitation Act of 1973, as amended, and Executive Orders 11246 and 11375. The Contractor must acknowledge the requirements in their RFP response. Please refer to Certificate of Compliance.

7.15 AMERICANS WITH DISABILITIES ACT

The Contractor must assure compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336) and all amendments and requirements imposed by the regulations issued pursuant to this act. The Contractor must acknowledge the requirements in the RFP response.

7.16 DEBARMENT AND SUSPENSION

As supplemented in the Department of Labor regulations (29C.F.R. Part 98), the Contractor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in this contract by any governmental debarment or agency.

7.17 ENVIRONMENTAL

The Contractor, if engaged hereby for an amount in excess of $100,000, shall comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to Customer and federal agencies as required under OMB Circular A-110.

7.18 ANTI-LOBBYING

Contractor, if engaged hereby for an amount in excess of $100,000, shall comply with the requirements of the Byrd Anti-Lobbying Amendment (31U.S.C. 1352), by providing to OCCC all certifications required there under regarding the disclosure of the use of funds for lobbying. The Contractor will certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer of employee of Congress, or an employee of a member of Congress in connection with

7.19 ACCESS TO RECORDS

The Contractor shall maintain all fiscal records and any other records relating to this contract in such a manner as to clearly document the Company’s performance hereunder. OCCC, the Federal government, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts and transcriptions.

7.20 FEDERAL, STATE, AND LOCAL TAXES, LICENSES, AND PERMITS

The successful Contractor will comply with all laws and regulations on taxes, licenses, and permits.

7.21 INDEMNIFICATION REQUIREMENTS

The below listed requirements are mandatory.

- **Hold Harmless:** The successful Contractor shall indemnify and hold the State Regents harmless from all performance or failure of performance under the resulting contract.
- **Liens:** The successful Contractor shall keep the State Regents free and clear from all liens asserted by any person or firm for any reason arising from the furnishing of services or materials by or to the bidder.
- **Qualification Data:** If necessary to evaluate vendor qualifications, you may be required to furnish additional information. Information may include but not be limited to the following:
  - Ability to meet specifications and quality requirements
  - Availability to provide service
  - Executive and/or key person resumes and references
  - Financial resources and/or audited financial reports
  - Personnel resources and/or experience

7.22 LIMITATION OF LIABILITY

The successful Contractor acknowledges that under the laws of the State of Oklahoma, Contractors may not contractually limit their potential liability. The Oklahoma Constitution prohibits the inclusion of clauses in any OCCC or other State contract which limits the Contractor’s liability for fraud, willful injury to persons or property, or violation of the law, whether willful or negligent; or otherwise has the effect of requiring OCCC to indemnify the Contractor for the Contractor’s own damages. To the extent any limitation of liability contained in any resulting contract is construed by a court of
competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such limitation of liability shall be void.

7.23 CONFLICT OF INTEREST

Information on possible conflicts of interest should be provided as part of proposal response. Such information will be taken into account in making a decision on the selection of the Contractor to perform the services. Should a conflict arise during preparations for or while undertaking these services, the Contractor shall immediately advise OCCC of such conflict.

7.24 INTELLECTUAL PROPERTY LICENSES AND RELEASES

The selected Contractor is responsible for any indemnification issues related to or arising from its undertaking and performance of the Statement of Work; and for obtaining all releases, licenses, waivers, permits, or other permission needed for use of talent, copyrighted or trademarked materials, information, sound, or images, or that are or may be subject to common law or other property rights. The selected Contractor is solely responsible for any contracts agreements, licenses, releases, fees or negotiations needed to obtain the necessary rights to use of any and all such talent, materials, information images, sound, and property as well as all related administrative and legal expenses. Selected Contractor’s cost to secure and defend intellectual property rights related to performance under the contract shall be included in the firm fixed price contract.
CERTIFICATE OF COMPLIANCE

IMPORTANT: THIS MUST BE READ, SIGNED AND RETURNED
WITH RFP DOCUMENTS

Certificate of Compliance with Executive Order 11246 as amended for Contract in Excess
of $10,000.

In entering into any resulting contracts over $10,000 the contractor agrees to comply with the
Equal Employment Opportunity requirements stipulated in Executive Order 11246 as amended
by Executive Order 11375. These specific requirements state:

I. "Equal opportunity Clause"
   During the performance of this/these contract(s) the contractor agrees as follows:

   A. The Contractor will not discriminate against any employee or applicant for
      employment because of race, creed, color, or national origin. The Contractor will
      take affirmative action to ensure that applicants are employed, and employees are
      treated during employment, without regard to their race, creed, color or national
      origin. Such action shall include, but not be limited to the following:

      Employment, upgrading, demotion or transfer; recruitment or recruitment
      advertising; layoff or termination; rates of pay or other forms of
      compensation; and selection for training, including apprenticeship. The
      contractor agrees to post in conspicuous places, available to employees and
      applicants for employment, notices to be provided by the contracting officer
      setting forth the provisions of this nondiscrimination clause.

   B. The Contractor will, in all solicitation or advertisements for employees placed by
      or on behalf of the contractor, state that all qualified applicants will receive
      consideration for employment without regard to race, creed, color or national
      origin.

   C. The Contractor will send to each labor union or representative or workers with
      which he has a collective bargaining agreement or other contractor understanding,
      a notice to be provided by the agency contracting officer, advising the labor union
      or workers representative of the contractors commitments under Section 202 of
      Executive Order 11246 of September 24, 1965, and shall post copies of the notice
      is conspicuous places available to employees and applicants for employment.

   D. The Contractor will comply with all provision of Executive Order 11246 of
      September 24, 1965, and the rules, regulations and relevant orders of the
      Secretary of Labor.

   E. The Contractor will furnish all information and reports required by Executive
      Order 11246 of September 24, 1965, and the rulers regulations, and orders of the
Secretary of Labor, or pursuant thereto, and will permit access to his books records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 or September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor as otherwise provided by law.

G. The Contractor will include the provisions of paragraphs (A) through (G) in every subcontractor purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter such litigation to protect the interests of the United States

II. Certification on Non-segregated Facilities:

By the submission of this RFP response and/or acceptance of purchase orders during the above period, the Contractor, offerer, applicant, or subcontractor certifies that no segregated facilities are maintained or provided for employees at any establishments, and that employees are not permitted to perform their services at any locations, under control, where segregated facilities are maintained or controlled by Contractor, offerer, applicant, or subcontractor. Contractor, offerer, applicant, or subcontractor further agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local customs or otherwise. Contractor, offerer, applicant, or subcontractor further agrees that (except where identical certifications are obtained from proposed contractors for specific time periods) Contractor, offerer, applicant, or subcontractor will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provision of the equal opportunity clause; that such certifications will be retained certifications in Contractor, offerer,
applicant, or subcontractor files; and that Contractor, offerer, applicant, or subcontractor will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

CERTIFICATION OF COMPLIANCE

If awarded this Contract

______________________________
Company Name

Agrees to comply with the provision of Clauses I and II above.

______________________________
Signature Date

______________________________
Title

Subscribed and sworn to before me this _____day of ________

______________________________
Notary Public

(Seal)

My Commission expires


In entering into any contract that exceeds $10,000., the Bidder agrees to comply with Disabled Veteran and Vietnam Era Veteran Affirmative Action Program Requirements as stipulated in Public Law 93-508 and all amendments thereto. Failure to comply with the requirements of Public Law 93-508, Title 41, CFR60-250 and Title 41, CFR60-741 and all amendments thereto shall be deemed a material breach of this agreement and shall subject this contract to cancellation and rescission at the option of Oklahoma City Community College. Copies of the applicable portions of this law are available from the Oklahoma City Community College’s Purchasing Office if required.
NO RESPONSE FORM

Please be advised that our company does not wish to submit a proposal in response to the attached referenced Request for Proposal for the following reasons:

______ Too busy at this time

______ Not engaged in this type of work

______ Project too large/small

______ Cannot meet mandatory specifications (Please specify below)

______ Other (Please specify)

________________________________________________________________________
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________________________________________________________________________
________________________________________________________________________

COMPANY NAME

PRINTED NAME

TITLE

SIGNATURE

DATE

ADDRESS
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