

# Tallahassee Community College

Invitation to Negotiate  
For  
**BANKING SERVICES**

ITN 2023-01



**Proposals Due – February 22, 2023 @ 1:45 p.m. EST**

**Proposals Opening – February 22, 2023 @ 2:00 p.m. EST**

<http://www.tcc.fl.edu/purchasing>

# 1. Table of Contents

1.	Table of Contents.....	2
2.	Proposal and Contact Information .....	3
3.	Calendar of Events.....	4
4.	Definitions.....	4
5.	General Conditions, Instructions & Information for Proposers .....	6
6.	Scope of Services Sought.....	16
7.	Instructions for Preparing Proposals .....	20
8.	Evaluation of Proposals .....	25
9.	Attachments .....	27
1)	Attachment A - Itemized Fees and Charges - Section 7 .....	30
2)	Attachment B - Questionnaire - Section 3 .. ..	33
3)	Attachment C - Drug-Free Work Place Form – Section 4.....	35
4)	Attachment D - Minority and Woman Owned Business Declaration- Section 5 .....	36
7)	Attachment E – Vendor Signature Sheet – Section 6.....	38
8)	Attachment F – Addendum Acknowledgement Form –Section 8 .....	39
9)	Attachment G – TCC Main Campus Map .....	39

## **2. Proposal and Contact Information**

### **Submit Proposals To:**

Tallahassee Community College  
Purchasing Department  
444 Appleyard Drive  
Tallahassee, FL 32304-2895

### **Contact Information:**

Dustin Frost  
Dorector of Procurement and Auxillary Services  
Phone: 850-201-8484  
E-mail: [Dustin.Frost@tcc.fl.edu](mailto:Dustin.Frost@tcc.fl.edu)

Kelly Martin  
Purchasing Staff Assistant  
Phone: 850-201-6088  
E-mail: [Kelly.Martin@tcc.fl.edu](mailto:Kelly.Martin@tcc.fl.edu)

### **Location (Physical Address):**

Tallahassee Community College  
Purchasing Department, Administration Building  
444 Appleyard Drive  
Tallahassee, FL 32304-2895  
Phone: 850-201-8520

### **General Information:**

ITN Title:	Banking Services
ITN Number:	ITN 2023-01
Proposal Due Date and Time:	February 22, 2023 @ 1:45 p.m. EST
Proposal Opening Date and Time:	February 22, 2023 @ 2:00 p.m. EST
Issue Date:	January 5, 2023

### 3. Calendar of Events

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

#### Calendar of Events

Date	Time	Action
January 5, 2023		Release of ITN to Public, Posted on <a href="http://www.tcc.fl.edu/purchasing">www.tcc.fl.edu/purchasing</a> and <a href="#">MyFloridaMarket Place Vendor Information Portal</a>
January 19, 2023	5:00 p.m.	Last Day for Written Inquiries
January 24, 2023		Anticipated Date that answers to Written Inquiries will be posted on <a href="http://www.tcc.fl.edu/purchasing">www.tcc.fl.edu/purchasing</a>
February 22, 2023	1:45 p.m.	Proposals Due
February 22, 2023	2:00 p.m.	Proposal Opening, includes Review of Mandatory Responsiveness Requirements (Fatal Criteria)
February 23, 2023		Anticipated Commencement of Proposal Evaluations
March 10, 2023		Anticipated notification of Intent to Award
April 1, 2023		Anticipated Commencement of Contract

### 4. Definitions

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

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

## 5. General Conditions, Instructions & Information for Proposers

### 1) Contact

Any questions concerning this ITN shall be directed to Dustin Frost or Kelly Martin at the Procurement Department as indicated in Section 2 - Proposal and Contact Information page. To ensure prospective proposers are presented the same information, all proposers are hereby instructed to contact only the staff members designated as resources for this ITN in Section 2 – Proposal and Contact Information. Any other staff contact could create confusion or misinformation and may be cause for disqualification.

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

### 2) Proposal Submission

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

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

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

### 3) Number of Copies

Proposers shall submit **two (2) copies on separate USB Flash Drives** with "all" documentation including the original proposal in a pdf format with all supporting documentation in a sealed envelope/container marked as noted above. Please label each USB Flash Drive with the solicitation number and your company's name (i.e "Copy" Acme Proposal 2018-06 to TCC). This quantity is required so that a full and complete copy of your proposal can be provided to each member of the Evaluation Team.

### 4) Due Date/Time

The time and date will be scrupulously observed. Proposals must be received in the TCC Purchasing Department by the deadline. **Proposals and unsolicited amendments to proposals received after the specified time and date shall not be evaluated.** The College will not be responsible for late deliveries or delayed mail. The time clock located in the Purchasing Department shall serve as the official authority to determine lateness of any

proposal. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, Eastern Standard Time. In the event of emergency College closure, proposed dates will be adjusted accordingly via addendum on the College's purchasing website and the state of Florida eProcurement site. The proposer may submit the proposal in person or by mail/courier service. Faxed or electronically sent proposals will not be accepted. **Proposers are cautioned that all incoming mail to the College is received by the College's Central Mail Department prior to its distribution to the individual departments. Therefore, at least a 24-hour distribution delay should be considered when mailing the proposals. The College cautions proposers to assure actual delivery of mail or hand-delivered proposals prior to the deadline set for receiving proposals.** Telephone confirmation of timely receipt of the proposal may be made by calling the Purchasing Department at (850) 201-8520.

## 5) Supplier Registration Requirements

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

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

If you are not a registered TCC vendor, and prior to award of this contract, you will need to complete our online TCC Vendor Application Form and W-9 at: [Welcome To Tallahassee Community College Supplier Site - Workday \(myworkdaysite.com\)](#)

These forms are submitted electronically which protects your information. Once your forms have been submitted and information has been processed by Purchasing, you will receive an e-mail containing your TCC Supplier ID Number.

If you are unsure about your registration status in the College's database, please E-mail Kelly Martin at [kelly.martin@tcc.fl.edu](mailto:kelly.martin@tcc.fl.edu) and include the company name and address.

## 6) ITN Documents

To obtain the documents in order to respond to this ITN, visit [Solicitation Documents - Tallahassee Community College \(fl.edu\)](#) or [MyFloridaMarket Place Vendor Information Portal](#).

## 7) Public Opening

Proposals shall be received by the Purchasing Department by the specified time and date. Proposals will be opened and only the names of the suppliers will be read. No other information will be discussed or read aloud. Failure to meet any of these mandatory responsiveness requirements will render a response non-responsive and result in rejection of the entire response. Further evaluation will not be performed. No points will be awarded

for passing the mandatory responsiveness requirements. A public opening of the proposals for this ITN will occur as listed in Section 4 - Calendar of Events in the Purchasing Office located in Administration Building Room 194. Persons with disabilities needing assistance to participate in the public opening should call the Purchasing Department at least 48 hours in advance of the public opening.

## **8) Delays**

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

## **9) Proposal Withdrawal**

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

## **10) Additional Information**

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

## **11) Inquires**

All proposers shall carefully examine the ITN documents. Any ambiguities or inconsistencies shall be brought to the attention of the Purchasing Department in writing by the Calendar of Events, Last Day for Written Inquiries; failure to do so on the part of the proposer will constitute an acceptance by the proposer of any subsequent decision. Any inquiries or questions concerning the intent, meaning and interpretations of this ITN shall be requested in writing, to be received by the contact person in the Purchasing Department, by the date listed in the Calendar of Events, Last day for Written Inquiries. An addendum with answers on all received questions posted on [Solicitation Documents - Tallahassee Community College \(fl.edu\)](#) on the date listed in the Calendar of Events.

## **12) Posting of Intended Award and Addendum**

Proposal tabulations with recommended awards will be posted for review by interested parties at the location where the proposals were opened on or about March 10, 2023 and will remain posted for a period of 72 hours.

The College will also post all recommended awards and addenda and materials relative to this procurement on the State of Florida's [eProcurement system MyFloridaMarket Place](#)



[Vendor Information Portal](#) and the College's Purchasing website ([www.tcc.fl.edu/purchasing](http://www.tcc.fl.edu/purchasing)). **Interested parties are responsible for monitoring these sites for new or changing information relative to this procurement.**

### **13) Posting of Award**

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

### **14) Responses**

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

### **15) Termination**

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

#### **a. Termination at Will**

The Contract resulting from this ITN may be terminated by the College or the Service Provider upon no less than sixty (60) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

#### **b. Termination for Cause**

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

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

- (1) The College shall notify, in writing via email, any vendor who fails to adhere to contract terms and conditions. This notice shall state the nature of the failure to perform and

provide a time certain for correcting the failure (such reasonable time should not generally be less than 10 days after receipt of such notice).

- (2) Unless the vendor corrects its failure to perform within the time provided, or unless the College determines on its own investigation that the vendor's failure is legally excusable, the College shall find the vendor in default and shall issue a second notice stating
- (a) the reasons the vendor is considered in default,
  - (b) that the College will repurchase or has repurchased the commodities or services.

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

c. **Termination for Unauthorized Employment**

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

## **16) Minority and Women Owned Businesses**

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

## **17) Proposal Preparation Costs**

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

## **18) Accuracy of Proposal Information**

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

## **19) Disqualification**

The College reserves the right to disqualify responses, before or after opening, upon evidence that the proposer is not qualified by experience, is not in a position to do work specified in the time allotted, or upon evidence of collusion with intent to defraud, or other unethical or illegal practice. The College also reserves the right to disqualify responses from

firms or individuals who have in the past failed to meet the specifications, requirements, or expectations of past or present agreements, contracts, or awards for products and/or services.

## **20) Attorney's Fee**

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

## **21) Public Entity Crimes**

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

## **22) Public Records**

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

**NOTE:** If Proposer believes any of their material(s) are exempt from disclosure and public records, they must identify specifically any information contained in their proposal, clearly

segregate and mark that information, specify the Florida Statute which they consider to be exempt from disclosure, citing specifically the applicable exemption law and briefly describe in writing the grounds for claiming exemption from the public records law. A general notation that information is “Confidential” will not be sufficient. Any material submitted in response to this solicitation will become a public document pursuant to Section 119.07, Florida Statutes **if not** identified as noted above. This includes material that the responding Proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, Florida Statutes. In no event shall the College or any of its employees or agents be liable for disclosing, or otherwise failing to protect the confidentiality of, information submitted in response to this solicitation.

### **23) Acceptance/Rejection**

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

### **24) Disputes and Protests**

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

Any protest of an award or recommendation to award shall be governed by Tallahassee Community College protest procedures (link below), which will require the protester to file the notice of protest within 72-hours. Upon such notice, the College will also require the protester to file a \$250.00 non-refundable filing fee and a protest bond in the in an amount equal to two percent (2%) of the estimated contract amount, bid or proposal amount. If no contract price was submitted, the College shall estimate the contract amount based on factors including, but not limited to, the price of previous or existing contracts for similar contracts or services. If the protest is successful, the posted security will be refunded in full. Additional protest information may be found in the College’s bid protest procedures - [TCC-Bid-Protest-Procedures-9.12.22.pdf \(fl.edu\)](#)

**Failure to timely file a protest or failure to timely deliver the required filing fee and security bond in accordance with the Tallahassee Community College Protest Procedure must constitute a waiver of any right to protest proceedings.**

### **25) Compliance**

All proposers are required to comply with all Federal, State and Local laws, codes, rules, regulations, ordinances, and policies of the College’s District Board of Trustees which may

be applicable to the action or operation of this ITN. Relevant laws may include, but are not limited to: The Americans with Disabilities Act of 1990, OSHA regulations, all Civil Rights legislation, and all employment and minimum wage laws.

## **26) EEO Statement**

Tallahassee Community College does not discriminate on the basis of race, color, ethnicity, genetic information, national origin, sex, disability, or age in its programs and activities. Inquiries regarding the non-discrimination policies may be directed to: Renae Tolson, Equity Officer, (850) 201-8510, [tolsonr@tcc.fl.edu](mailto:tolsonr@tcc.fl.edu)

## **27) Conflict of Interest**

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

## **28) Affirmation**

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

## **29) Request for Proposal Terms**

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

## **30) Licenses**

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

### **31) Federal and State Taxes**

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

### **32) Mandatory Responsiveness Requirements/Fatal Criteria**

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

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

### **33) Right to Reject Proposal Submissions and Waiver of Minor Irregularities**

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

### **34) Site Visit and Proposers' Conference**

- a. The College Site Visit - **There will not be a Site Visit scheduled for this ITN**
- b. Proposers' Conference - **There will not be a Proposers' Conference scheduled under this ITN.**

### **35) College Required Scope Changes**

During the term of the Contract, the College may unilaterally require, by written notice, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The College may make an equitable adjustment, (i.e. increase or decrease in rate, reimbursement for costs, etc.) if the change affects the cost or service delivery. The Service Provider will be required to expeditiously execute an amendment to effect such changes, which execution shall not be unreasonably withheld. The College shall endeavor to provide written notice to the Service Provider thirty (30) days in advance of any College-required changes to the technical

specifications and/or scope of service that affect the Service Provider's ability to provide the services as specified herein.

### **36) Other Requested Changes**

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

### **37) Debts and Encumbrances**

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

### **38) Credits**

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

### **39) Administrative Purposes**

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

## **6. Scope of Services Sought**

### **1) Overview**

Since 1966, Tallahassee Community College has offered high-quality post-secondary education for the citizens of Leon, Gadsden and Wakulla counties, along with students from throughout the state, nation and abroad. With excellent academic support and classroom facilities and Web-based classes, the College offers a variety of instructional methods to ensure student success.

The College desires to cultivate a relationship which would extend beyond the initial contract period. The College also desires that the successful vendor provide the maximum service and product presentation at the lowest possible cost to the students, faculty and staff.

### **2) Existing Conditions**

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

### **3) Scope of Service**

The College is soliciting the submittal of formal proposals from qualified banking institutions to provide the College with professional banking services and cash management with terms, conditions and specifications contained in this ITN. The intent of this ITN is to broadly consider the College's use of banking services and to identify a future banking partner(s) that best suits the College's needs.

The College would prefer to contract with one provider for all the required banking services, however, the College reserves the right to consider contracting with multiple providers throughout the period of the contract period.

A proposer must be a federally or State of Florida chartered banking institution with at least one banking facility located within the city limits of Tallahassee.

Proposer selected by the college as its depository must comply with Florida Law as it relates to public depositories – specifically Chapters 280, 136, 215, 218, and State Board of Education Rules 6A-14.075 and 6A-14.0765.

The Bank cannot make assignment of services without the College's prior written consent. The College shall reserve the right to eliminate services, collectively or individually, if charges associated with the service(s) are considered by the College to be excessive.

Following the decision to award this contract based on the selection criteria specified herein, the requirements of the ITN, and upon agreement with selected bank(s) in final negotiations



for the contract hereunder, the College reserves the right to negotiate to alter any of the terms or conditions for banking services which, in its opinion, are advantageous to the College. Furthermore, during the term of the contract, the College reserves the right to alter current terms or add any additional banking services which may become available and which, in its opinion, are advantageous to the College.

Additionally, upon request the College shall be provided annual financial reports to indicate the financial soundness of the Proposer.

#### **4) Specific Services**

The banking institution will provide the following general banking services:

- Check Disbursements
  - The College disburses approximately 1,500 checks per year for accounts payable and payroll needs. Payroll is conducted on a monthly basis. Required services include:
    - Positive Pay with payee validation services with online upload and manual keying of check details,
    - Online positive pay exception item review and decisioning,
    - Online stop payment services,
    - Redeposit of NSF checks for a second time prior to debiting the College's account and returning the check to the College,
    - Online archival of cleared checks (images of front and back) to meet the College's archival requirements,
    - Online access to cashed check images.
- Electronic Transfer of Funds
  - The College initiates approximately 20,000 ACH transactions per year. Of these transactions, approximately 20% are same day ACH. The majority of ACH transactions that are for future dates are for payroll services. ACH activities include ACH credits for payroll and accounts payable, and ACH debits for retiree payments.
- Depository Account Services
  - Check Processing – The College deposits approximately 1,100 checks per year.
  - Cash Deposits - The College deposits approximately \$150,000 in coin/currency per year. There is a need for occasional loose coin deposits as the college has coin-operated machines in dormitories.
  - Currency Needs – The College orders a minimal amount of coin/currency through a bank location.
- Data Security
  - Information provided through banking services will occasionally include personal information (ex: SSN) beyond bank account data. Provide

information regarding policies related to safeguarding of information received, including information that may be presented on deposited checks, and the retention of such records.

- Continuity of Operations
  - Have and maintain sufficient staff to support these requirements on a continuing basis without interruption of services. Severe or repeated breakdown of service for this reason will be cause for cancellation of the contract
  - Provide information regarding their disaster recovery plan including specific plans related to serving the College in the event of a disaster.
- Web-based Information Reporting Services
  - The College requires access to daily reports of balances and transaction information, including current day and prior day reporting of balances, summary and details of credits/debits posted. The College has 11 employees with access to the bank's online reporting platform.
  - The College requires access to detailed monthly activity statements and reports for all accounts by the third business day of the following month.
  - The College requires daily transmission of Premium BAI2 statements.
  - The College uses Workday as its ERP system.
- Wire Transfer Services
  - The College initiates approximately 110 domestic wires per year.
  - The College anticipates 12 intrabank transfers per year.
  - The College anticipates 24 interbank transfers per year.

Additional banking services expected include:

- **INTEREST EARNING:** It is the College's intent to have all monies on deposit earning interest at the best available rate. Please submit best options to accomplish the College's intent. Proposers are to respond as to how the College funds will be invested and how they will maintain compliance with safekeeping requirements. Investment options shall comply with requirements of State Board of Education Rule 6A-14.0765. The College reserves the right to invest any or all funds in excess of any required daily balances in any manner which will be in the best interest of the College.
- **ACCOUNT SERVICES TRANSITION** The Proposer shall provide a general account launch plan demonstrating capacity to support the College's transition to the proposed services. The plan should include contacts and specific roles, timeline,

available training and key steps to establishing the complete adoption of all proposed account services.

## 5) Optional Services

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

- a) **AUTOMATED TELLER MACHINE (ATM):** The current bank partner provides an ATM machine at The College's main campus, on the exterior of the Student Union (Bldg. 35). The minimum service level required is cash withdrawal. The College will provide space, lighting, electricity, climate control, and phone line access as required. Any costs not itemized above shall be the responsibility of the bank. The College will not have, under any condition, responsibility for maintenance or repair of the ATM, security equipment, or any ancillary equipment needed to service or maintain the unit. The bank shall have total responsibility for servicing both the banking and equipment function of the ATM.
- b) **STUDENT BENEFIT:** The Proposer(s) shall state whether it will provide special low, or no fee, or other special term services to College students, and provide specifics of any special account granted.
- c) **EMPLOYEE BENEFIT:** A proposer may offer College employees a comprehensive banking services package with benefits that exceed those available to individual bank customers. The proposal shall describe in detail the package being offered and show how it compares to the bank's standard offering of services for individual accounts.
- d) **ADDITIONAL SERVICES:** With detailed information, please describe any additional services that proposer is able to offer and provide the College in relation to the scope of this ITN.

## 6) Service Start Date

The Proposer(s) must have the capability to provide professional banking services, by the Calendar of Events, Anticipated Commencement of Contract. The College reserves the right

to change the dates for the commencement of service delivery and the Contract start date.

a) **Term of Contract**

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

b) **References**

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

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

c) **Litigation History**

Provide a statement of any material litigation or regulatory action that has been filed against your firm in the last five years and that have required disclosure in your annual financial statements. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm, provide a statement to that effect.

## **7. Instructions for Preparing Proposals**

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

**Proposals are due at the time and date specified in the Calendar of Events, Proposals Due/Proposal Opening, Including Review of Mandatory Responsiveness Requirements (Fatal Criteria) and shall be submitted by mail or in person to Tallahassee Community College, Purchasing Department, Administration Building 444 Appleyard Drive, Tallahassee, FL 32304. Proposals received late will not be considered and no modification by the proposer of submitted proposals will be allowed. No College staff will be held responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.**

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

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

## **1) Proposal Format**

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

All proposals must contain the sections outlined below.

## **2) Proposal Submission Requirements**

### **a. Section 1-Transmittal Letter with Executive Summary (Mandatory)**

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

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

1. Information indicating that the Proposer is a corporation or other legal entity, if applicable.
2. Proof that the Proposer is registered to do business in Florida, evidenced by Articles of Incorporation or Fictitious Name Registration or Business License and, if applicable, a copy of the most recent Certification of Good Standing. (This

information may be obtained from the State of Florida's, Secretary of State's Office).

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

**b. Section 2-Proposer's Business/Corporate Background (Mandatory)**

The Proposal shall include a (narrative) synopsis of the Proposer's Business/Corporate background and experience addressing the following requirements.

1. Business/Corporate Background  
The background of the Proposer, which at a minimum shall include:
  - a) Date established;
  - b) Ownership (public company, partnership, subsidiary, etc.);
  - c) Primary type of business and number of years conducting primary business;
  - d) List of all officers of the firm indicating the percentages of ownership of each officer, and the names of the Board of Directors, if applicable; and
  - e) National accreditations, memberships in professional associations or other similar credentials.
  - f) Proof of higher education experience.
2. Narrative of Past Experience

Details of the Proposer's experience that meet this requirement shall be provided in narrative form and in sufficient detail so that the College is able to judge its complexity and relevance.

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

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

**c. Section 3-Attachment B – Questionnaire (Mandatory)**

The proposer shall complete and return Attachment B – Questionnaire of this ITN.

**d. Section 4-Attachment C - Drug-Free Work Place Form (Mandatory)**

The proposer shall complete and return Attachment C – Drug-Free Work Place Form of this ITN.

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

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

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

The proposer shall complete and return Attachment E – Vendor Signature Sheet of this ITN.

**g. Section 7-Proposer's Financial Statement (Mandatory)**

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

Unless otherwise stated, the proposer shall supply the following information for the legally qualified corporation, partnership or other business entity submitting the proposal under this ITN that will be performing as "the Service Provider".

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

1. auditors' reports;

2. balance sheet;
3. statement of income;
4. statement of retained earnings;
5. statement of cash flows; notes to the financial statements; and any written management letter issued by the auditor to the management, the board of directors or the audit committee, or, if no management letter was written, a letter from the auditor, stating that no management letter was issued and that there were no material weaknesses in internal control or reportable conditions otherwise to report.

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

**i. Section 8-Staffing and Personnel (Mandatory)**

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

The proposer shall include the Staffing and Personnel.

**j. Section 9-Attachment A – Itemization of Fees and Charges (Mandatory)**

It is **mandatory** that the proposer complete and return **Attachment A – Itemization of Fees and Charges** of this ITN..

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

**k. Section 10-Attachment H - Addendum Acknowledge Form (Mandatory)**

It is **mandatory** that the proposer complete and return all **Addendum Acknowledgement Form(s)** if issued for this ITN.

Should any revisions/clarifications/supplemental instructions be needed, the College will issue a written addendum to all proposers who received an ITN package from the



Purchasing Department. It is the proposers' responsibility to check with the Purchasing Department prior to submitting a proposal to make sure they have not missed any issued addendums.

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

## **8. Evaluation of Proposals**

### **1) Evaluation Method**

An Evaluation Team, identified by the Vice President of Administrative Services and Chief Business Officer, will evaluate the responses to this Invitation to Negotiate. The Evaluation Team will make a recommendation on which proposal will meet the best interests of the College. During the proposal review process, conferences may be requested to formulate plans in greater detail, to clarify any unclear items, and to otherwise complete negotiations prior to the formal award recommendation. The recommendation for an award by the Evaluation Team will then be forwarded to the District Board of Trustees of Tallahassee Community College for approval.

### **2) Evaluation Criteria**

The College reserves the right to accept or to reject any or all proposals, to waive any irregularities or informalities in any proposal or in the proceedings, and to accept or reject any item or combination of items. The award will be to the Bank whose proposals comply with all the requirements set forth in this ITN and whose proposal, in the opinion of the College, is the most advantageous to the College.

Taking into consideration all aspects of the Proposers' responses, proposals will be evaluated using the following criteria:

- (a) The understanding of the needs and operational requirements of the College;
- (b) Ability to deliver the required banking services as specified in this ITN;
- (c) Scope and value of additional services offered, including degree of automation;
- (d) Quality and scope of conversion/implementation plan;
- (e) The projected total net cost (fees, compensation, and earning rates) of the proposed banking services;
- (f) The accessibility and locations of the Proposer's branches for employees and students;
- (g) The Proposer's stability and credibility, including the qualifications of the firm and individuals to be assigned to this account; and
- (h) The complete submission of all mandatory documents

Upon a recommendation of the preferred proposal(s) by the Evaluation Team, reviews and results will be posted for review by interested parties on the Purchasing website:

<http://www.tcc.fl.edu/purchasing>.

## **9. Attachments**

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

Attachment A – Itemization of Fees and Charges

Attachment B – Questionnaire

Attachment C – Drug-Free Work Place Form

Attachment D – Minority & Woman Owned Business Declaration Form

Attachment E – Vendor Signature Sheet

Attachment F – Addendum Acknowledgement Form (Information Only)

Attachment G – Campus Map (Information Only)

# 1) Attachment A – Itemized Fees and Charges - Section 7

Response Form – Banking Services

## Pricing List

Please provide a complete schedule of fees that may be applicable.

<b>Attachment A: Pricing Response: General Banking Services</b>				
<b>Service Description</b>		<b>Total Average Monthly Volume</b>	<b>Proposed Unit Cost</b>	<b>Total Monthly Cost</b>
<b>BALANCE AND COMPENSATION INFORMATION</b>				
00 0230	Balance-Based Fee (per \$1,000)	25,000		
<b>GENERAL ACCOUNT SERVICES</b>				
01 0000	Account Maintenance	5		
01 0020	ZBA Master Maintenance	1		
01 0021	ZBA Sub Maintenance	2		
01 0100	Debits Posted	1700		
<b>DEPOSITORY SERVICES</b>				
10 0416	Online Return Item Subscription - Per Account	5		
10 001A	Branch Deposit Post Verify	95		
10 0225	Deposited Check	91		
10 001A	Post Verify Cash Deposited	12,000		
10 0040	Cash Order Fee - Branch	2		
10 0040	Currency Furnished - Branch Per \$1	320		
10 0400	Return Item - Chargeback	1		

10 0416	Online Return Item Service Monthly Maintenance	3		
<b>PAPER DISBURSEMENT SERVICES</b>				
15 0240	Payment Authorization Max Check Monthly Base	1		
15 0222	Positive Pay Exception - Check Returned	1		
15 0410	Stop Payment - Online	2		
15 0030	Positive Pay Monthly Base	2		
15 0120	Positive Pay Only - Item	120		
15 1352	Online Image View > 90 Days - Per Item	30		
15 0310	Positive Pay Exceptions - Per Item	1		
15 0240	Check Block - Check Cashing Threshold	1		
15 0240	Check Block - OTC/Branch Processing Block	1		
15 0240	Check Block - Checks Paid to Individuals Block	1		
15 0100	Checks Paid	120		
15 0122	Payee Positive Pay per Item	120		

15 0500	Bank Check Cashd for Non-Account Holder	1		
<b>ACCOUNT RECONCILIATION SERVICES</b>				
20 0301	ARP Output - per File	2		
20 0306	ARP Optional Reports	2		
20 9999	ARP Aged Issue Records on File - Per Item	1,750		
20 0100	Outgoing Transmission - Per Item	120		
<b>GENERAL ACH SERVICES</b>				
25 0703	Online ACH Hyperlink Item Detailed Inquiry - Per Item	2		
25 0703	ACH Online Subscription - Per Account	10		
25 9999	ACH Electronic Check Return	3		
25 0201	Electronic Credits Posted	320		
25 0400	Online ACH Return Subscription - Per Account	4		
25 0400	Online ACH Return Subscription - Per Item	100		
25 0000	ACH Monthly Maintenance - Online File Upload	3		
25 0102	ACH Future Dated Item	3,625		
25 0102	ACH Online File Upload - Per Item - Same Day	190		

25 0120	ACH Originated Addenda Record	340		
25 0202	ACH Debit/Credit Received Item	1,975		
25 0220	ACH Received Addenda	2,195		
25 0302	ACH Return Item - Electronic	11		
25 0302	ACH Return Admin - Electronic	22		
25 0312	ACH Return Unauthorized - Quality Fee	2		
25 0501	ACH Transmission Charge	85		
25 1050	ACH Online Fraud Filter Review Maintenance	3		
25 1053	ACH Online Fraud Filter Review - per Item	2		
25 0302	ACH Return Item - Electronic	6		
<b>WIRE &amp; OTHER FUNDS TRANSFER SERVICE</b>				
30 0010	CEO EDI Payment Detail Subscription - Monthly Base	1		
35 0300	Wire In - Domestic	20		
35 0100	Wire Out Online - Domestic	11		
<b>INFORMATION SERVICES</b>				
40 0340	CEO Search	70		
40 0052	Online Previous Day Reporting Maintenance	4		

40 0271	Online Previous Day Reporting Items Loaded	2,180		
40 0055	Online Current Reporting Maintenance	4		
40 022Z	Event Messaging Service - Email	35		
40 022Z	Event Messaging Service - Text	45		
40 0003	Wire Transfer Report Base	4		
40 0002	BAI Premium Monthly Base	4		
40 0221	BAI Premium - Item	2,600		
<b>ADDITIONAL SERVICES NECESSARY TO MEET CORE RFP REQUIREMENTS</b>				
<i>Provide estimated volumes for each required service</i>				
<b>TOTAL ANNUAL COST</b>				
<b>OPTIONAL SERVICES PROPOSED</b>				

Name of Proposer \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

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



**2) Attachment B - Questionnaire - Section 3**

The following information must be provided:

- 1. Explain the methodology for the computation of interest to be paid the College for the amounts invested:

---

---

---

---

- 2. List any experience with Workday ERP or Transact Cashiering systems:

---

---

---

---

- 3. Please elaborate on the scope of your institution’s banking experience as a Public Depository, specifically with Higher Education:

---

---

---

---

- a. Number of Higher Education clients? \_\_\_\_\_

- b. Within what number of states? \_\_\_\_\_

- c. Sizes of the institutions? \_\_\_\_\_

---

---

---

4. With the wide spread use of identify theft, describe risk management system you employ to safeguard information received, particularly as it relates to student and employee data?

---



---



---



---

6. Detail the record retention policy for transactions and statements?

---



---



---



---

7. Compensating (minimum) balance required detailed by account (if applicable) =  
\$\_\_\_\_\_.

8. Indicate pages or tabs where information pertaining to the following can be found in bid response, do not include Attachment A (Indicate not available if service is not being offered):

**Primary Services**

Check Disbursements	
Electronic Transfer of Funds	
Depository Account Services	
Data Security	
Continuity of Operations	
Web-based Information Reporting Services	
Wire Transfer Services	

**Secondary Services**

Interest Earning	
Account Services Transition plan	
ATM	
Student Benefits	
Employee Benefits	
Additional Services	

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

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

Drug-Free Work Place:      Yes \_\_\_\_\_      N/A \_\_\_\_\_

If **Yes** please complete the form.

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

\_\_\_\_\_ does:  
(Name of Business)

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

Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

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

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee’s community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Proposer’s Signature

\_\_\_\_\_  
Date

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

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

Minority/Woman Owned Business: Yes \_\_\_\_\_ N/A \_\_\_\_\_

If **Yes** please complete the form.

##### Minority and Woman Owned Business Declaration Form

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

Type of Business (check applicable area):

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

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

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

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

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

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

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

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

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

## 5) Attachment E – Vendor Signature Sheet – Section 6

### Vendor Signature Sheet

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

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

PROPOSER'S LEGAL NAME \_\_\_\_\_

FEDERAL ID NUMBER \_\_\_\_\_

CITY, STATE AND ZIP CODE \_\_\_\_\_

TELEPHONE #(\_\_\_\_) \_\_\_\_\_ FAX #(\_\_\_\_) \_\_\_\_\_

BY SIGNATURE (Manual) \_\_\_\_\_

BY SIGNATURE (Typed) \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE \_\_\_\_\_

#### Section XXXI: Affirmation

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

#### Section XXXII: Request for Proposal Terms

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

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

**6) Attachment F – Addendum Acknowledgement Form –Section 8, if applicable**

ADDENDUM ACKNOWLEDGEMENT FORM  
ITN # 2018-01  
ADDENDUM #1

TALLAHASSEE COMMUNITY COLLEGE  
444 Appleyard Drive  
Tallahassee, Florida 32304-2895  
850.201.8520  
[www.tcc.fl.edu](http://www.tcc.fl.edu)

Sample

Bid No: ITN # 2018-01

Bid Title: Banking Services

Opening Date: September 8, 2017 @ 2:00 p.m.

ADDENDUM NO: One (1) Date: XXXXXXX, 00, 2012

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

This addendum includes the following:

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL ITN.

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

RESPONDENT: \_\_\_\_\_ BY: \_\_\_\_\_

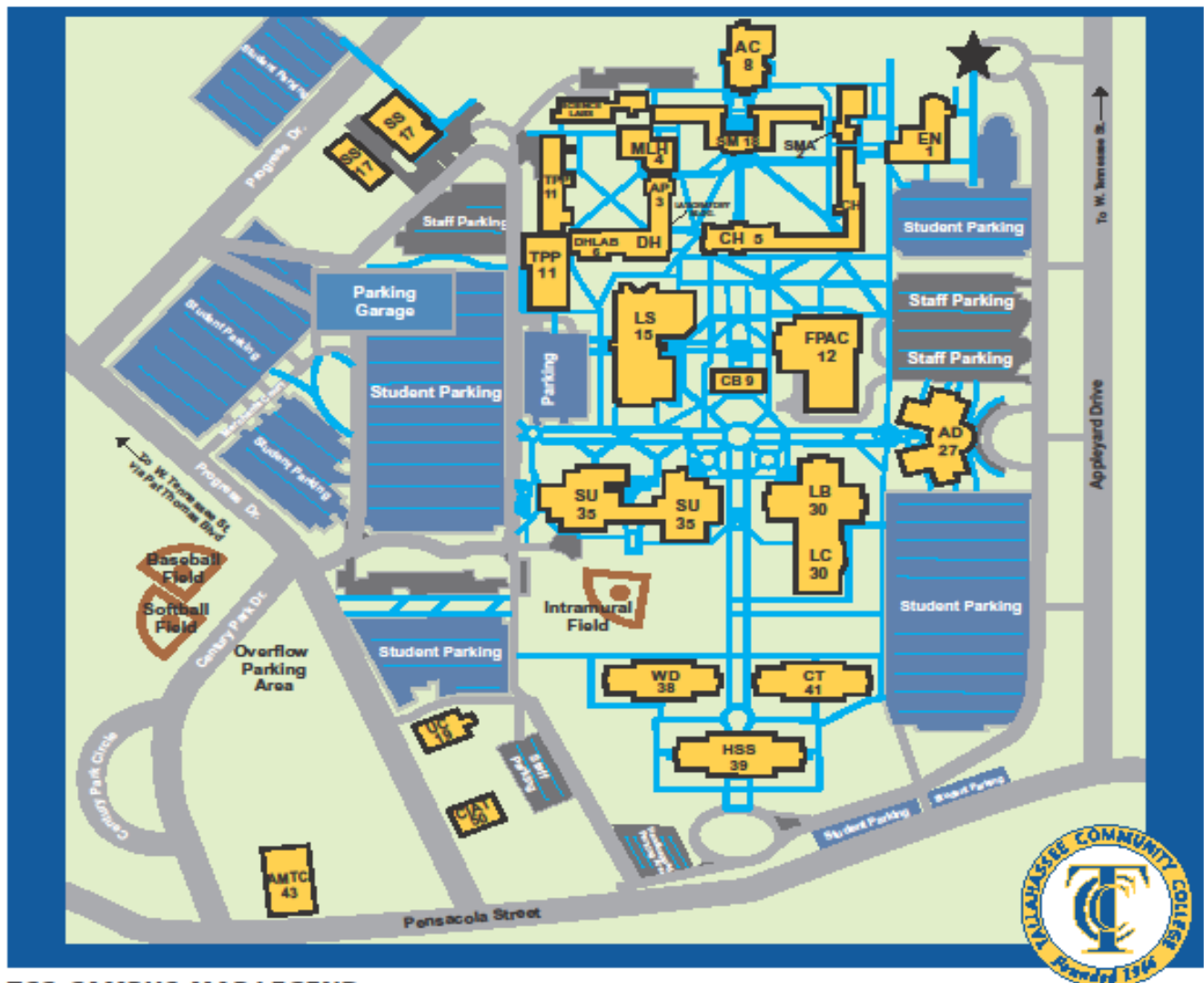
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_ DATE: \_\_\_\_\_

AUTHORIZED SIGNATURE:

---

## 7) Attachment G – Main Campus Map



### TCC CAMPUS MAP LEGEND

AC 8 Academic Computing Center	CT 41 Computer Technology Building	SU 35 Student Union Building
AD 27 Hinson Administration Building <i>Academic Affairs Administrative Services Business Office Communications and Public Information General Services and Procurement Human Resources Information Center Information Technology Office of the President TCC Foundation</i>	DH 6 Dental Hygiene Building <i>Dental Hygiene Lab</i>	<i>Bookstore Campus Life Career Center Cashier College Reach-Out Program (CROP) Disability Support Services Enrollment Services and Student Success Financial Aid Food Court International Student Services Student Activities Student Affairs Veterans Center</i>
AMTC 43 Advanced Manufacturing Training Center	EN 1 English Building	TPP 11 Technology and Professional Programs Building
AP 3 Academic Support Building	FPAC 12 Fine and Performing Arts Center <i>Center for Teaching Excellence Ralph Horst Gallery TCC Fine Art Gallery Testing Center / DSS Testing Center Turner Auditorium</i>	UC 19 University Center <i>Barry University Embry-Riddle Aeronautical University Flagler College Saint Leo University</i>
CB 9 Center Building <i>Campus Police Print Shop</i>	HSS 39 TK. Wetherell History and Social Sciences Building	WD 38 Center for Workforce Development
CH 5 Communications and Humanities Building	LB 30 TCC Library	★ Star Metro Bus Stop
CIAT 50 Construction/Industrial Applied Technology Building <i>Thomas University</i>	LC 30 William D. Law, Jr. Learning Commons	
	LS 15 Lifetime Sports Complex <i>Athletics Fitness Center</i>	
	MLH 4 Judge Walter T. Moore Lecture Hall	
	SM 18 Science and Mathematics Building	
	SMA 2 Science and Mathematics Annex	
	SS 17 Support Services Building	

**Not Shown on Map:** TCC Capitol Center, Florida Public Safety Institute, Ghazvini Center for Health Care Education, Quincy House, Wakulla Center