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| **REQUEST FOR PROPOSAL** |

**Banking and Credit Card Merchant Services**

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| **SWTCC RFP #:** | 26-0003 |
| **Proposal Due:** | 11/10/2025 |
| **Time:** | 2:00 pm CT |

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**1 INTRODUCTION**

**1.1 Background**

1.1.1 Southwest Tennessee Community College (SWTCC) is one of the largest higher education colleges in the Memphis Metropolitan Statistical Area, with approximately 7,000 students. SWTCC is a comprehensive, multicultural, public, and open-access college whose mission is to anticipate and respond to the educational and workforce needs of students, employers, and communities in the Mid-South.

At Southwest Tennessee Community College, community is our middle name. As a teaching and learning college, our students pursue associate degrees and technical certificates and engage in workforce development training to prepare them for the demands of an evolving marketplace. Our ability to change and adapt to uplift our students and serve our community makes us unique. At SWTCC, we believe everyone deserves an opportunity.

SWTCC offers classes online and at four Shelby County, Tennessee, locations, including two primary campuses in Memphis and two satellite locations.

SWTCC offers more than 120 programs of study that lead to associate degrees and technical certificates. Most degrees and course credits transfer to any public Tennessee college or university and most private Colleges. Top programs include nursing, allied health, technologies, and business. SWTCC also offers evening and weekend courses to accommodate working adults.

SWTCC graduates are highly recruited, as 98 percent report they work after college, with 88 percent in jobs related to their field of study.

SWTCC tuition is affordable, about half that of universities. Students who qualify can study tuition-free with Tennessee Promise and Tennessee Reconnect scholarships.

SWTCC has an estimated annual economic impact of more than $750 million.

SWTCC is a Tennessee Board of Regents College.

1.1.2 The Tennessee Board of Regents (hereinafter the “System” or “TBR”), established by T.C.A. § 49-8-101, consists of 36 Colleges with a combined annual enrollment of nearly 120,000 students and over 9,100 employees and ranks as the most extensive system of public higher education in Tennessee. TBR’s 13 community colleges and 23 colleges of applied technology offer classes in almost all of Tennessee’s 95 counties.

 The System seeks to promote and ensure equal opportunity for all persons regardless of race, color, religion, sex, ethnic or national origin, sexual orientation, gender identity, genetic information, disability status, age, or status as a protected veteran. It shall fully comply with Executive Order 11246, as amended, and all other applicable federal and state equal opportunity laws.

**1.2 Statement of Purpose**

SWTCC Tennessee Community College (hereinafter the College or SWTCC) has issued this Request for Proposal (RFP) to define the College's minimum service requirements; solicit proposals; detail proposal requirements; and outline the College’s process for evaluating proposals and selecting the contractor to provide the requested goods and/or services.

Through this RFP, SWTCC seeks to procure necessary goods and/or services at the most favorable, competitive prices and to give ALL qualified businesses, including small, minority, women, and service-disabled veteran-owned, the opportunity to do business with SWTCC. Vendors must complete the Ownership Ethnicity Form (See Attachment 6.1 for form and classification definitions). In addition, all small, minority, women, service-disabled veteran, and persons with disabilities owned businesses are strongly encouraged to register with the Governor’s Office of Diversity Business Enterprise (Go-DBE) to attain official certification. SWTCC shall work with the successful Proposer and the Go-DBE Office regarding registration/certification.

SWTCC intends to secure a contract for Banking and Merchant Services.

SWTCC intends to secure a contract or contracts to:

1. Provide banking services as follows:
* General operating account for processing ACH/EDI transactions, wire transfers, depository, and related banking services
* Zero balance operating accounts and related banking services
* Payroll account and related banking services
* Check cashing and related banking services
1. Provide credit card merchant services as follows:
* Provide credit/debit card merchant services and all applicable services related to the credit/debit card process
* Provide PCI-compliant equipment and software based on SWTCC’s needs for processing transactions
* Provide technical support for problems encountered at the point of sale
* Provide training and PCI compliance assistance and direction
* Provide and facilitate the implementation of newer technology and processes to reduce fees to SWTCC
1. Provide Automated Teller Machine (ATM) service as follows:
* Provide stand-alone ATM service at 3 locations – Macon, Union, and Maxine Smith
* Furnish, install, and service all necessary equipment
* Provide management and labor for the professional, efficient operation of ATM service
* At a minimum, provide stand-alone Cash Dispenser Only machines

**1.3 Scope of Service, Contract Period, and Required Terms and Conditions**

The RFP Attachment 6.2, *Pro Forma* *Contract, substantially* represents the contract document that the successful Proposer selected by SWTCC MUST agree to and sign. A Proposal that limits or changes any of the terms or conditions in the Pro Forma Contract may be considered non-responsive.

**1.****4** **Coverage and Participation**

It is acknowledged that SWTCC is issuing this Proposal on behalf of SWTCC, with the option for other Tennessee Board of Regents Colleges, other public universities in the State of Tennessee, the University of Tennessee System of Higher Education, and the State of Tennessee Departments to utilize the resulting Agreement. A listing of eligible Colleges is provided in Attachment 6.8.

**1.5 Nondiscrimination**

The Contractor shall abide by all applicable federal and state laws about discrimination and hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of classifications protected by Federal or State law. Accordingly, the Contractor shall, upon request, be required to show proof of such nondiscrimination.

SWTCC has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations.

Tameka Perry,

Chief of Staff, Title VI, Title IX, and ADA Coordinator

Southwest Tennessee Community College
Macon Cove Campus

Farris Building, Rm 3021

Memphis, TN 38134

Phone: 901-333-5005

Email: chiefofstaff@southwest.tn.edu

**1.6 Assistance to Proposers with Disability**

A Proposer with a disability may receive accommodation regarding communicating this RFP and participating in this RFP process. A Proposer may contact the Solicitation Coordinator to request reasonable accommodation no later than the Disability Accommodation Request Deadline in the RFP Section 2, Schedule of Events.

**1.7 RFP Communications**

1.7.1 Unauthorized contact regarding this RFP with employees or officials of SWTCC other than the Solicitation Coordinator named below may result in disqualification from this procurement process.

1.7.1.1 Interested Parties must direct all communications regarding this RFP to the following Solicitation, SWTCC’s only official point of contact.

Michelle Simpson,

Director of Purchasing & Auxiliary Services

 Southwest Tennessee Community College

 Purchasing Office

 Farris Building, Room 2020

 5983 Macon Cove

 Memphis, TN 38134

 Phone: 901.333.4217

 Email: purchasing@southwest.tn.edu

1.7.2 SWTCC has assigned the following RFP identification number that must be referenced in all communications regarding the RFP: **26-0003.**

1.7.3 Any oral communications concerning this RFP shall be considered unofficial and non-binding. Only SWTCC’s official responses and communications, as defined in Section 1.7.7 below, shall be deemed binding on this RFP. SWTCC’s official responses and other official communications pursuant to this RFP shall constitute an amendment.

1.7.4 The Solicitation Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline in the RFP Section 2, Schedule of Events.

1.7.5 Each Proposer shall assume the risk of the method of dispatching any communication or proposal to SWTCC. SWTCC assumes no responsibility for delays or delivery failures resulting from the dispatch process. Actual or digital “postmarking” of a communication or proposal to SWTCC by the specified deadline date shall not substitute for actual receipt of a communication or proposal by SWTCC.

1.7.6 SWTCC reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification

1.7.7 SWTCC will convey all official responses and communications and reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP. Such communication may be transmitted by mail, hand-delivery, electronic mail, or any other means deemed reasonable by SWTCC.

1.7.8 SWTCC will make reasonable efforts to ensure the accuracy of any data or factual information provided by SWTCC (in this RFP, an RFP Amendment, or any other communication relating to this RFP); however, SWTCC makes no warranties as to the data or information provided.

**1.8 Notice of Intent to Propose**

 Each potential Proposer should submit a Notice of Intent to Propose to the Solicitation by the deadline in the RFP Section 2, Schedule of Events. The notice should include:

* Proposer’s name
* name and title of a contact person
* address, telephone number, facsimile number, and email address of the contact person

NOTICE: A Notice of Intent to Propose creates no obligation and is not a prerequisite for proposing; however, it is necessary to ensure receipt of RFP amendments and other communications regarding the RFP (refer to RFP Sections 1.7, *et seq.*, above).

**1.9 Proposal Deadline**

Proposals must be submitted no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond to the written RFP and any RFP exhibits, attachments, or amendments. A late proposal shall not be accepted, and a Proposer's failure to submit a proposal before the deadline shall cause the proposal to be disqualified. The Proposer is responsible for ascertaining any additional requirements concerning packaging and delivery to SWTCC. Proposers should be mindful of any potential delays, whether foreseeable or unforeseeable.

**1.10 Pre-Proposal Conference and Written Questions**

A Pre-Proposal Conference will be held at the time and date listed in the RFP Section 2, Schedule of Events. The conference aims to discuss the RFP scope of goods and/or services. No oral questions will be entertained before the pre-proposal conference. Questions may be submitted to the Solicitation in writing before the Conference. Oral responses to any question(s) at the Pre-Proposal Conference shall be considered tentative and non-binding with regard to this RFP. Additional Questions and any questions asked at the Pre-Proposal Conference concerning the RFP must be submitted in writing before the Written Comments Deadline in the RFP Section 2, Schedule of Events. To ensure accurate, consistent responses to all known potential Proposers, the official response to all questions will be issued by SWTCC as described in RFP Section 1.7 above and on the date detailed in the RFP Section 2, Schedule of Events. Pre-Proposal Conference attendance is not mandatory, and each potential Proposer may be limited to a maximum number of attendees depending upon space limitations.

The conference will be held virtually via Microsoft Teams. Proposers are responsible for ensuring the capability to participate remotely. Proposers may request a meeting invite via email to purchasing@southwest.tn.edu.

**2. RFP SCHEDULE OF EVENTS**

The following Schedule of Events represents SWTCC's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m. (Central Time Zone)

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| **NOTICE: SWTCC reserves the right, at its sole discretion, to adjust this schedule as necessary. SWTCC will communicate any adjustment to the Schedule of Events to the potential Proposers from whom SWTCC has received a Notice of Intent to Propose.** |
| **EVENT** | **TIME** | **DATE(all dates are SWTCC business days)** |
| 1. SWTCC Issues RFP
 | 4:30 pm | **10/03/2025** |
| 1. Disability Accommodation Request Deadline
 | 4:30 pm | **10/09/2025** |
| 1. Pre-Proposal Written Questions Deadline
 | 4:30 pm | **10/16/2025** |
| 1. Pre-Proposal Conference – Virtual via MS Teams
 | 1:00 pm | **10/21/2025** |
| 1. Final Written Questions Deadline
 | 4:30 pm | **10/22/2025** |
| 1. SWTCC Responds to all Questions
 | 4:30 pm | **10/27/2025** |
| 1. Notice of Intent to Propose
 | 4:30 pm | **10/29/2025** |
| 1. Proposal Deadline
 | 2:00 pm | **11/10/2025** |
| 1. Proposal Opening
 | 3:00 pm | **11/10/2025** |
| 1. SWTCC Completes Technical Proposal Evaluations
 | 3:00 pm | **11/17/2025** |
| 1. SWTCC Opens Cost Proposals and Calculates Scores
 | 8:00 am | **11/19/2025** |
| SWTCC Issues Intent to Award Letter andOpens RFP Files for Public Inspection | 4:30 pm | **11/25/2025** |
| Insurance Certificate Deadline  | 4:30 pm | **12/12/2025** |
| Award of Contract | 4:30 pm | **01/01/2026** |

**3. PROPOSAL REQUIREMENTS**

 Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. SWTCC reserves the right to clarify further, request amended proposals, and/or negotiate with the best evaluated Proposer after award recommendation but before contract execution if deemed necessary by SWTCC. Any amendment or negotiation shall be within the scope of the original procurement. SWTCC may initiate talks that alter the bid/proposal in a way that is favorable to SWTCC. For example, prices may be reduced, time requirements may be revised, etc. In no event shall negotiations increase the cost or amend the proposal such that the apparent successful Proposer no longer offers the best proposal.

**3.1 Proposal Form and Delivery**

3.1.1 Each response to this RFP must consist of a Technical Proposal and a Cost Proposal (as described below).

3.1.2 Proposers may submit either electronically or hard copy.

3.1.3 Electronic submission of Proposals and Client References (B.12) will be accepted via email to purchasing@southwest.tn.edu. SWTCC is not responsible for the timely electronic submission receipt (e.g., email attachment size limits, file share application compatibility, etc.). The Proposer is responsible for ensuring documents are delivered and accessible per the deadline.

3.1.3.1 When submitting electronically, the email subject line should be:

 **“Proposal for RFP# 26-0003”**

3.1.3.2 Electronic files must be organized as follows:

 Each Proposer must submit two (2) separate attachments: one (1) Technical Proposal document (i.e., Attachment 6.5, Qualifications & Experience, Technical, exhibits, appendices, attachments, etc.) and one (1) Cost Proposal file.

3.1.3.3 See Section B.12 for submission of Client References. Client References may be submitted via email to purchasing@southwest.tn.edu directly from the client submitting the reference.

3.1.4      When submitting a hard copy Proposal:

3.1.4.1   Each Proposer must submit one (1) print version and one (1) \*electronic version of the Technical

 Proposal to SWTCC in a sealed package that is clearly marked:

 **“Technical Proposal for RFP# 26-0003 – DO NOT OPEN”**

 \*Electronic copy must be submitted on a flash drive with the Technical Proposal submission in the file

format that the original RFP documents were advertised (i.e., Word, Excel, etc.), and in the order defined in Section 3.1.3.2 above.

3.1.4.2 **The Proposer must sign and date the Technical Proposal. Failure to submit one technical proposal with a signature may cause rejection. The signature should be in Attachment 6.5, Technical Proposal and Evaluation Guide, and the signature must be from an individual with the authority to bind the Proposer legally.**

3.1.4.3 Each Proposer must submit one (1) print version, one (1) \*electronic version of the Cost Proposal to

SWTCC in a separate, sealed package that is clearly marked:

 **“Cost Proposal for RFP# 26-0003 – DO NOT OPEN”**

 \*Electronic copy must be submitted on a flash drive with the Cost Proposal submission in the format that the original RFP documents were advertised (i.e., Word, Excel, etc., and in the order defined in Section 3.1.3.2 above).

3.1.4.4 The Proposer must sign and date the Cost Proposal. Failure to submit one cost proposal with a signature may cause rejection. The signature should be on Attachment 6.6, Cost Proposal and Scoring Guide, and must be an individual with the authority to bind the Proposer legally.

3.1.4.5 The Cost Proposal must be submitted to SWTCC in a sealed package separate from the Technical Proposal.

3.1.4.6  If a Proposer encloses the separately sealed proposals (as detailed above) in a larger package for mailing, the Proposer must clearly mark the outermost package:

 **“Contains Separately Sealed Technical and Cost Proposals for RFP# 26-0003”**

3.1.4.7  Email shall be sent to purchasing@southwest.tn.edu with the tracking number to notify TBR that a hard copy has been sent.

3.1.5     SWTCC must receive all proposals in response to this RFP at the following address, no later than the Proposal Deadline time and date in the RFP Section 2, Schedule of Events.  Late proposals will not be considered and remain unopened and filed in the RFP file.

 **Electronic Submissions: Physical Submissions:**

**purchasing@southwest.tn.edu** Michelle Simpson

Purchasing & Auxiliary Services

Southwest Tennessee Community College

5983 Macon Cove, Suite 2002

Memphis, TN 38134

**3.2 Technical Proposal**

3.2.1 The RFP Attachment 6.5, Technical Proposal and Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. This guide includes mandatory and general requirements and technical queries requiring a written response.

**NOTICE: A Technical Proposal must not include any pricing or cost information. This refers to items included “free” or “at no additional cost”, etc. Suppose any pricing or cost information (even pricing relating to other projects) is included in any part of the Technical Proposal. In that case, SWTCC may deem the Response non-responsive and reject it.**

3.2.2 Each Proposer should use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Each Proposer must duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate). The order of the response to the Technical Proposal and Evaluation Guide must be preserved.

3.2.3 Each proposal should be concisely prepared, emphasizing completeness and clarity of content. A proposal and any reference material presented must be written in English and on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversized exhibits are permissible). All proposal pages must be numbered.

3.2.4 All information in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a particular requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to the evaluation process.

3.2.5 SWTCC may, at its sole discretion, determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference sections of the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide **(including using Attachment 6.5 as a table of contents as specified in 3.2.2 hereof);**

3.2.6 **The Proposer must sign and date the Technical Proposal. Digital, electronic, or facsimile signatures will be acceptable as the signature. Failure to submit a signature will be cause for rejection of the proposal.**

3.2.7 SWTCC may, at its sole discretion, determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide.

3.2.8 In case of a discrepancy between the original Technical Proposal and the digital copy, the original, signed document will take precedence.

**3.3 Cost Proposal**

3.3.1 The Cost Proposal must be submitted to SWTCC in a sealed package separate from the Technical Proposal.

3.3.2 The Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.6, Cost Proposal and Scoring Guide.

3.3.3 Each Proposer shall ONLY record the proposed cost exactly as required by the Cost Proposal and Evaluation Guide and shall NOT record any other rates, amounts, or information. See Section C.3 of Attachment 6.4 for instructions on providing additional/optional cost rates.

3.3.4 The proposed cost shall incorporate all costs for goods and/or goods and/or services under the Contract for the total contract period.

3.3.5 **The Proposer must sign and date the Cost Proposal. Digital, electronic, or facsimile signatures will be acceptable as the signature. Failure to submit a signature will cause the rejection of the proposal.**

3.3.6 In case of a discrepancy between the original Cost Proposal and the digital copy, the original, signed document will take precedence.

**NOTICE: If a Proposer fails to submit a Cost Proposal exactly as required, the State may deem the response to be non-responsive and reject it.**

**4. GENERAL REQUIREMENTS & CONTRACTING INFORMATION**

**4.1 Proposer Required Review and Waiver of Objections**

Each Proposer must carefully review this RFP and all attachments, including but not limited to defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). All such Comments must be made in writing and received by SWTCC no later than the Written Comments Deadline in the RFP Section 2, Schedule of Events. This will allow issuance of any necessary amendments and help prevent the necessity of cancelling the RFP.

Any proposed alternatives, revisions, or additions to the Pro Forma Contract (Attachment 6.2) must be made in writing. **Should the Proposer fail to include proposed alternatives, revisions, or additions to the Pro Forma by the Written Comments deadline and/or in its Technical Proposal Response, such options, modifications, or additions may not be considered.** A proposal that limits or changes any of the terms or conditions in the Pro Forma Contract may be considered non-responsive.

**4.2 RFP Amendment and Cancellation**

SWTCC reserves the unilateral right to amend this RFP at any time. If an RFP amendment is issued, SWTCC will communicate such amendment to the potential Proposers. Each proposal submitted must be in response to the final written RFP and any exhibits, attachments, and amendments.

SWTCC reserves the right, at its sole discretion, to cancel and reissue this RFP or to cancel this RFP in its entirety in accordance with applicable laws and regulations.

**4.3 Proposal Prohibitions and Right of Rejection**

4.3.1 SWTCC reserves the right, at its sole discretion, to reject any proposals in accordance with applicable laws and regulations.

4.3.2 Each proposal must comply with this RFP's terms and applicable state laws and regulations. SWTCC may consider any proposal that does not comply with all of the terms, conditions, and requirements of this RFP to be non-responsive and reject it.

4.3.3 A Proposer may submit an alternate proposal; however, the Proposer must submit a proposal that offers the goods and/or services requested by this RFP.

4.3.4 A Proposer may not restrict the rights of SWTCC or otherwise qualify a proposal. SWTCC may determine such a proposal as a non-responsive counteroffer, which may be rejected.

4.3.5 A Proposer shall not submit more than one proposal that offers the goods and/or services requested by this RFP. Submitting more than one proposal shall result in the disqualification of the Proposer unless specifically provided for in this RFP.

4.3.6 A Proposer shall not submit multiple proposals in different capacities. This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and a second Proposer submitting a proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime contractor. Submitting multiple proposals in different capacities may result in the disqualification of all Proposers knowingly involved.

4.3.7 SWTCC shall reject a proposal if the Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer. Regardless of the detection time, SWTCC shall consider any of the foregoing prohibited actions grounds for proposal rejection or contract termination.

4.3.8 SWTCC shall not consider a response from an individual who has been a State employee within the past six (6) months. For purposes of this RFP:

* + - 1. An individual shall be deemed a State employee until all compensation for salary, termination pay, and annual leave has been paid.
			2. A contract with or a response from a company, corporation, or any other contracting entity in which any State employee holds a controlling interest shall be considered to be a contract with or proposal from the employee; and
			3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

4.3.9 SWTCC reserves the right, at its sole discretion, to waive a proposal’s variances from full compliance with this RFP. If SWTCC waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with the RFP.

**4.4 Incorrect Proposal Information**

Suppose SWTCC determines that a Proposer has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially inaccurate. In that case, that proposal shall be determined non-responsive and rejected.

**4.5 Proposal of Additional Goods and/or Services**

Suppose a proposer offers related goods and/or services in addition to those required and described in this RFP. In that case, the additional goods and/or services may be added to the Contract before contract signing at the sole discretion of SWTCC. Proposers must provide a detailed description of each related product and/or service offered in addition to those specified in this RFP, which will be considered in the contract as a separate attachment. Costs associated with additional related goods and/or services must be provided on a separate attachment in the Cost Proposal. Please note that additional goods and/or services will not be used to evaluate the proposal.

**4.6 Assignment & Subcontracting**

4.6.1.    The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of SWTCC.  SWTCC reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.6.2.   If a Proposer intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of each subcontractor's work (refer to RFP Attachment 6.4, Section B, Qualifications & Experience Requirements, Item B.).

4.6.3.    Subcontractors identified in response to this RFP will be deemed approved by SWTCC unless SWTCC expressly disapproves one or more of the proposed subcontractors before signing the Contract.

4.6.4.    After contract award, a Contractor may only substitute an approved subcontractor at the discretion of SWTCC and with SWTCC’s prior, written approval.

4.6.5.    Notwithstanding any SWTCC approval relating to subcontracts, the Proposer awarded a contract pursuant to this RFP will be the prime contractor responsible for all work under the Contract.

**4.7 Right to Refuse Personnel**

SWTCC reserves the right to refuse, at its sole discretion and notwithstanding prior approval, any personnel of the prime contractor or a subcontractor providing goods and/or services. SWTCC will document in writing the reason(s) for any rejection of personnel.

**4.8 Insurance**

The Successful Proposer shall maintain Fidelity Insurance. The Successful Proposer shall provide an original certificate of insurance to the Institution before the effective date of the Contract and before any renewal term thereafter. If the policy is cancelled before the policy expiration date, the Contractor, upon receiving a notice of cancellation, shall give immediate notice to the Institution.

The Successful Proposer must provide and maintain a commercial general liability policy. The policy shall provide coverage including, but not limited to, bodily injury, personal injury, death, property damage, and medical claims, with minimum limits of $1,000,000 per occurrence, $3,000,000 in the aggregate. The Proposer shall maintain workers’ compensation coverage or a self-insured program as required under Tennessee law. The Proposer shall deliver to SWTCC a certificate of insurance no later than the effective date of the contract, with the policy listing SWTCC as additional insured. If any policy providing insurance required by the contract is cancelled before the policy expiration date, the Proposer, upon receiving a notice of cancellation, shall give immediate notice to SWTCC.

The enumeration in the contract or in this document of the kinds and amounts of liability insurance shall not abridge, diminish or affect the contractor’s legal responsibilities for the consequences of accidents arising out of or resulting from the goods and/or goods and/or services of the successful bidder under this contract.

Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance SWTCC requires shall be in form and substance acceptable to SWTCC.

**4.9 Professional Licensure and Department of Revenue Registration**

4.9.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by SWTCC as a part of a response to this RFP, shall be appropriately licensed to render such opinions.

4.9.2. Before the Contract resulting from this RFP is signed, the apparent Successful Proposer (and Proposer’s employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods and/or goods and/or services as required by the contract. SWTCC may require any Proposer to submit evidence of proper licensure.

4.9.3.    Before the Contract is signed, the apparent successful Proposer must be registered with or exempted by the Tennessee Department of Revenue for collecting Tennessee sales and use tax. SWTCC shall not award a contract unless the Proposer provides proof of such registration or documentation from the Department of Revenue that the Contractor is exempt from this registration requirement.  The foregoing is a mandatory requirement for awarding a contract pursuant to this solicitation. For these registration requirements, the Proposer should visit <https://apps.tn.gov/bizreg/>.

**4.10 Financial Stability**

The successful Proposer must provide information to TBR to demonstrate financial stability and capability before the contract is awarded. These requirements are located in Attachment 6.4 of this RFP.

**4.11 Proposal Withdrawal**

A Proposer may withdraw a submitted proposal at any time up to the Proposal Deadline and date in the RFP Section 2, Schedule of Events. To do so, a Proposer must submit a written request, signed by a Proposer’s authorized representative, to withdraw a proposal. After withdrawing a previously submitted proposal, a Proposer may submit another proposal at any time up to the Proposal Deadline.

**4.12 Proposal Errors and Amendments**

At the option of SWTCC, a Proposer may be bound by all proposal errors or omissions. A Proposer will not be allowed to alter or amend proposal documents after the Proposal Deadline time and date in the RFP Section 2, Schedule of Events, unless formally requested, in writing, by SWTCC.

**4.13 Proposal Preparation Costs**

The Proposer is responsible for all costs of preparing, submitting, or presenting any proposal.

**4.14 Continued Validity of Proposals**

Proposals shall state that the offer contained therein is valid for at least one hundred twenty (120) days from the opening date. This assures that Proposers’ offers are valid for a period of time sufficient for thorough consideration. Proposals that do not so state will be presumed valid for one hundred twenty (120) days from the date of the Cost Proposal opening.

**4.15 Disclosure of Proposal Contents**

4.15.1 Each proposal and all materials submitted to SWTCC in response to this RFP shall become the property of SWTCC. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process.

4.15.2 Upon the completion of the evaluation of proposals, indicated by public release of a Letter of Intent to Award, the proposals and associated materials shall be open for public review in accordance with Tennessee Code Annotated, Section 10-7-504. By submitting a proposal, the Proposer acknowledges and accepts that the proposal contents and associated documents shall become open to public inspection per said statute.

4.15.3 If an RFP is re-advertised, all prior offers and/or proposals shall remain closed to inspection by the Proposers and/or public until the responses to the re-advertisement are evaluated.

**4.16 Contract Approval**

The RFP and the successful proposer selection processes do not obligate SWTCC and do not create rights, interests, or claims of entitlement by either the Proposer with the apparent best-evaluated proposal or any other Proposer. Contract award and SWTCC obligations thereto shall commence only after the contract is signed by the Contractor and all other College/State officials as required by state laws and regulations.

**4.17 Contractor Performance**

The Contractor will be responsible for the delivery of all acceptable goods or the satisfactory completion of all goods and/or services set out in this RFP (including attachments) as may be amended. All goods and/or services are subject to inspection and evaluation by SWTCC. SWTCC will employ all reasonable means to ensure that goods delivered and/or services rendered comply with the Contract, and the Contractor must cooperate with such efforts.

**4.18 Contract Amendment**After contract award, SWTCC may request the Contractor to deliver additional goods and/or perform additional services within the general scope of the contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, SWTCC will provide the Contractor with a written description of the additional goods and/or services. The Contractor must respond to SWTCC with a schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor’s response to this RFP. If SWTCC and the Contractor agree regarding the goods and/or services and associated compensation, such agreement must be effectuated through a contract amendment. Further, any such amendment requiring additional goods and/or services must be signed by both SWTCC and the Contractor and approved by other state officials as required by applicable statutes, rules, policies, and procedures of the State of Tennessee. The Contractor must not provide additional goods or render services until SWTCC has issued a written contract amendment with all required approvals.

**4.19 Severability**If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions. The rights and obligations of SWTCC and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

* 1. **Next Ranked Proposer**

SWTCC reserves the right to initiate negotiations with the next-ranked Proposer should SWTCC cease doing business with any Proposer selected via this RFP process.

* 1. **Contractor Registration**

Proposers should complete the Institution’s vendor registration process. Although registration with the Institution is not required to propose, a resulting contract from this RFP process cannot be finalized without the successful proposer being a registered vendor.

Refer to the following Internet URL to begin the registration process:

<https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=TBRCentralOffice&tmstmp=1466527285763>

In addition to the above, the Institution shall work with Proposers and the State of Tennessee, GO-DBE Certification Program for Proposers, to obtain official state certification. Staff of the GoDBE are available for assistance to minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses, as well as general public information relating to this RFP (visit [https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/go-dbe.html](https://urldefense.com/v3/__https%3A/www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/go-dbe.html__;!!Gg070UIfielNZKc!HQ0bBSiQeLu_EN6QZQk60-Epz63PH-syYFY1x062wTLhhNPlgHGIX38aar7N6kVPe5tpRpiAOad1MbCvNxoBJ8ElbwSSi9g$) for contact information).  For assistance with this process, Proposers can contact Danyelle Johnson at Danyelle.johnson@tbr.edu.

**4.22 Policy and Guideline Compliance**

This proposal request and any award made hereunder are subject to the policies and guidelines of the Tennessee Board of Regents ([www.tbr.edu](http://www.tbr.edu)).

**4.23** **Protest Procedures**

Refer to the following Internet URL to obtain SWTCC’s bid protest procedures:

<https://policies.tbr.edu/policies/purchasing-policy>

A sample protest bond format is provided as Attachment 6.9. A protest shall be considered waived if the subject matter of the protest was known or should have been known to the protester before the Pre-Proposal Written Questions/Comments Deadline, and the Protester did not raise the issue in writing.

**5. PROPOSAL EVALUATION & CONTRACT AWARD**

**5.1 Evaluation Categories and Importance Weighting**

SWTCC will consider qualifications and experience, technical approach, and cost in evaluating proposals and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each Proposal deemed by SWTCC to be responsive.

|  |  |
| --- | --- |
| **CATEGORY** | **MAXIMUM POINTS POSSIBLE** |
| Qualifications and Experience | **150** |
| Technical Requirements | **350** |
| Cost Proposal | **500** |

**5.2 Evaluation Process**

The evaluation process is designed to award the contract from this RFP, not necessarily to the Proposer offering the lowest cost, but to the responsive and responsible Proposer deemed by SWTCC to provide the best combination of attributes based upon the evaluation criteria. “Responsive Proposer” is defined as a Proposer that has submitted a response that conforms in all material respects to the RFP. “Responsible Proposer” is defined as a Proposer with the capacity in all respects to perform the contract requirements fully, and the integrity and reliability that will assure good faith performance.

5.2.1 **Technical Response Evaluation**

The Solicitation Coordinator will use the RFP Attachment 6.5, Technical Proposal and Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

5.2.1.1 The Solicitation Coordinator will review each Technical Proposal to determine compliance with mandatory

requirements (refer to RFP Attachment 6.5, Technical Proposal and Evaluation Guide, Section A). If the

Solicitation Coordinator determines that a proposal may have failed to meet one or more of the mandatory

requirements, the Chief Financial Officer will review the proposal and document his/her

determination of whether: (1) the proposal meets requirements for further evaluation; (2) SWTCC will

request clarifications; or (3) SWTCC will determine the proposal to be non-responsive to the RFP, and

reject it. A determination that a proposal is non-responsive must be approved by the Chief Financial

Officer before notice may be sent out that the proposal has been rejected.

5.2.1.2 A Proposal Evaluation Team, appropriate to the scope and nature of the RFP, and consisting of three (3)

or more SWTCC employees, will evaluate each Technical Proposal that appears responsive to the RFP.

5.2.1.3 Each Proposal Evaluation Team member will independently evaluate each Technical Proposal against the evaluation criteria, rather than against other proposals, and will score each per the RFP Attachment 6.5, Technical Proposal and Evaluation Guide.

5.2.1.4 SWTCC reserves the right, at its sole discretion, to request Proposer’s clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any clarification or discussion shall be limited to specific proposal sections identified by SWTCC. The Proposer shall submit the resulting clarification to SWTCC in the format specified in the clarification request.

**5.2.3** **Cost Proposal Evaluation**

After completing the Technical Proposal evaluation, the Solicitation Coordinator will open the Cost Proposals and use the RFP Attachment 6.6, Cost Proposal and Scoring Guide to calculate and document the Cost Proposal scores.

**5.2.4** **Total Proposal Score**

The Solicitation Coordinator will calculate the sum of the Technical Proposal and Cost Proposal scores and record the resulting number as the total score for the subject Proposal.

**5.3 Contract Award Process**

5.3.1 The Solicitation will forward the results of the proposal evaluation process to the appropriate SWTCC official, who will consider the proposal evaluation process results and all pertinent information available to determine the contract award. SWTCC reserves the right to make an award without further discussing any proposal.

Notwithstanding the foregoing, to effect a contract award to a Proposer other than the one receiving the highest evaluation score, the requesting department/party must provide written justification for such an award and obtain the written approval of the appropriate SWTCC official.

5.3.2 After the appropriate official’s determination, SWTCC will issue an Intent to Award to identify the apparent best-evaluated proposal as in the RFP Section 2, Schedule of Events.

**NOTICE: The Intent to Award shall not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer.**

5.3.3 SWTCC will also make the RFP files available for public inspection, as in the RFP Section 2, Schedule of Events.

5.3.4 The Proposer with the apparent best-evaluated proposal must agree to and sign a contract with SWTCC, substantially the same as the RFP Attachment 6.2, *Pro Forma* Contract.

Before contract execution, the Institution reserves the right, at its sole discretion, to add terms and conditions or to revise Pro Forma Contract requirements in the Institution’s best interests. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.

5.3.5 The Proposer with the apparent best-evaluated proposal must sign and return the Contract written by SWTCC pursuant to this RFP, no later than the Award of Contract Date in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed Contract by the deadline, SWTCC may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.

5.3.6 If SWTCC determines that the apparent best-evaluated proposal is non-responsive and rejects the proposal, the Solicitation will recalculate scores for each responsive Cost Proposal to determine the new, apparent best-evaluated proposal.

\***Minority Ownership Clarification:**

"Minority owned business" means a business that is a continuing, independent, for profit business which performs a commercially proper function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals who are impeded from regular entry into the economic mainstream because of past practices of discrimination based on race or ethnic background.

"Minority" means a person who is a citizen or lawful permanent resident of the United States and who is:

a) African American (a person having origins in any of the black racial groups of Africa);

b) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

c) 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); or

d) Native American (a person having origins in any of the original peoples of North America).

**\*\*Woman-Owned Business Clarification:**

A "woman-owned business" means a woman owned business that is a continuing, independent, for profit business which performs a commercially proper function, and is at least fifty-one percent (51%) owned and controlled by one or more women; or, in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned and controlled by one (1) or more women and whose management and daily business operations are under the control of one (1) or more women.

**\*\*\*Small Business Ownership Clarification:**

A "small business" means a business that is independently owned and operated for profit, is not dominant in its field of operation, and is not an affiliate or subsidiary of a business dominant in its field of operation.

The Governor's Office of Diversity Business Enterprise establishes small business guidelines on industry size standards. The criteria guidelines must be met for a business to be considered small. The annual receipts or number of employees indicates the maximum allowed for a small business concern and its affiliates to be considered small.

**\*\*\*\*Service-Disabled Veteran Business Enterprise (SDVBE) Clarification**

Tennessee Service-Disabled Veteran owned means any person who served honorably on active duty in the Armed Forces of the United States with at least a twenty percent (20%) disability that is service-connected, meaning that such disability was incurred or aggravated in the line of duty in the active military, naval, or air service. “Tennessee service disabled veteran owned business” means a service-disabled veteran-owned business, a continuing, independent, for-profit business located in Tennessee that performs a commercially proper function.

Tennessee Service-Disabled Veteran-owned means a service-disabled owned business that is a continuing, independent, for-profit business located in the state of Tennessee that performs a commercially proper function, and

1. is at least fifty-one percent (51%) owned and controlled by one (1) or more service-disabled veteran owners;
2. In the case of a business solely owned by (1) a service-disabled veteran and such person’s spouse, is at least fifty percent (50%) owned and controlled by the service-disabled veteran; or
3. In the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned and controlled by one (1) or more service-disabled veterans and whose management and daily business operations are under the control of one (1) or more service-disabled veterans.

**\*\*\*\*\*Persons with Disabilities, Disabled Business Enterprise (DSBE)**

Business owned by persons with disabilities” means a business owned by a person with a disability that is a continuing, independent, for-profit business that performs a commercially proper function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more persons with a disability; or, in the case of any publicly-owned business, at least fifty one percent (51%) of the stock of which is owned and controlled by one (1) or more persons with a disability and whose management and daily business operations are under the control of one (1) or more persons with a disability:

Person with a disability" means an individual who meets at least one (1) of the following:

(A) Has been diagnosed as having a physical or mental disability resulting in marked and severe functional limitations that are expected to last no less than twelve (12) months;

(B) Is eligible to receive social security disability insurance (SSDI); or

(C) Is eligible to receive supplemental security income (SSI) and has a disability as defined in subdivision (A)

|  |  |  |
| --- | --- | --- |
| **TYPE OF BUSINESS** | **ANNUAL GROSS SALES** | **NO. OF EMPLOYEES** |
| Agriculture, Forestry, Fishing | $500,000 | 9 |
| Architectural / Design / Engineering | $2,000,000 | 30 |
| Construction | $2,000,000 | 30 |
| Educational | $1,000,000 | 9 |
| Finance, Insurance & Real Estate | $1,000,000 | 9 |
| Information Systems / Technology | $2,000,000 | 30 |
| Manufacturing | $2,000,000 | 99 |
| Marketing / Communications / Public Relations | $2,000,000 | 30 |
| Medical / Healthcare | $2,000,000 | 30 |
| Mining | $1,000,000 | 49 |
| Retail Trade | $750,000 | 9 |
| Service Industry | $500,000 | 9 |
| Transportation, Commerce & Utilities | $1,000,000 | 9 |
| Wholesale Trade | $1,000,000 | 19 |

**ATTACHMENT 6.2
PRO FORMA CONTRACT**

**The *Pro Forma* Contract outlined in this Attachment contains some “blanks”, signified in brackets by words in all capital letters, describing material to be added and appropriate additional information, in the final contract resulting from this RFP.**

BANKING AGREEMENT

BETWEEN

SOUTHWEST TENNESSEE COMMUNITY COLLEGE

AND

(BANK)

THIS AGREEMENT is made this \_\_day of \_\_\_, 2025 by and between Southwest Tennessee Community College, hereinafter referred to as "Institution", and \_\_\_\_\_\_\_\_\_\_ hereinafter referred to as "Bank”, is for the purpose of providing banking services, as further defined in the "SCOPE OF SERVICES".

W I T N E S S E T H:

A. SCOPE OF SERVICES:

A.1. The parties have agreed and do hereby enter into this Agreement to deposit funds into a Petty Cash, Payroll, and Operating Account, or an imprest checking account, according to the provisions set out herein.

A.2. The Bank’s additional responsibilities are further defined in Attachment A. The rates for this Agreement are further described in Attachment B.

B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing on January 1, 2026, and ending on December 31, 2026. The Institution shall have no obligation for services rendered by the Bank which are not performed within the specified period.

B.2. Term Extension. The Institution reserves the right to extend this Contract for an additional period, representing increments of no more than one year and a total contract term of no more than ten (10) years. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that included in the original Contract, the increase in the Institution’s maximum liability will also be effected through an amendment to the Contract. It shall be based upon rates provided for in the original Contract.

C. STANDARD TERMS AND CONDITIONS:

C.1. Required Approvals. This Contract does not bind the Institution until the appropriate officials approve it per applicable Tennessee laws and regulations.

C.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials in accordance with applicable Tennessee state laws and regulations.

C.3. Termination for Convenience. The Institution may terminate this Contract, in whole or in part, without cause. Termination under this Section D. 4 shall not be deemed a Breach of Contract by the Institution. The Institution shall give the Bank at least one hundred and twenty (120) days' written notice before the effective termination date. The Bank shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the Institution be liable to the Bank for compensation for any service which has not been rendered. Upon such termination, the Bank shall have no right to any actual general, special, incidental, consequential, or any other damages based upon such termination.

C.4. Termination for Cause. If the Bank fails to perform its obligations under this Contract in a timely or proper manner, or if the Bank violates any term of this Contract, the Institution shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services; provided, however, Institution shall have the option to give Bank written notice and a specified period of time in which to cure. Notwithstanding the above, the Bank shall not be relieved of liability to the Institution for damages sustained by any breach of this Contract by the Bank.

C.5. Subject to Funds Availability. This Contract is subject to the appropriation and availability of State and/or Federal funds. If the funds are not appropriated or are otherwise unavailable, the Institution reserves the right to terminate the Contract upon written notice to the Bank. Termination under this Section E.2 shall not be deemed a breach of Contract by the Institution. Upon receipt of the written notice, the Bank shall cease all work associated with the Contract. Should such an event occur, the Bank shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Bank shall have no right to recover from the Institution any actual, general, special, incidental, consequential, or any other damages of any description or amount.

C.6. Subcontracting. The Bank shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Institution. If the Institution approves such subcontracts, they shall contain, at a minimum, sections of this Contract about "Conflicts of Interest" and "Nondiscrimination". Notwithstanding any use of approved subBanks, the Bank shall be the prime Bank responsible for all work performed.

C.7. Conflicts of Interest. The Bank warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subBank, or consultant to the Bank in connection with any work contemplated or performed relative to this Contract.

C.8. Nondiscrimination. The Bank hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Bank on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law. The Bank shall, upon request, show proof of such nondiscrimination and post notices of nondiscrimination in conspicuous places, available to all employees and applicants.

C.9. Records. The Bank shall maintain documentation for all charges against the Institution under this Contract. The books, records, and documents of the Bank, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Institution, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

C.10. Monitoring. The Bank’s activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the Institution, the Comptroller of the Treasury, or their duly appointed representatives.

C.11. Reports. The Bank shall submit annual volume usage reports and a cumulative five (5) year volume usage report in a format mutually agreed upon by the Institution and the Bank. In addition, the Institution reserves the right to request additional reports related to the Institution’s usage.

C.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

C.13. Independent Contractor. In the performance of this Contract, the parties hereto shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that the parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

C.14. Institution Liability. The Institution shall have no liability except as specifically provided in this Contract.

C.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties’ control that could not be avoided by the exercise of due care, including, but not limited to, acts of God, riots, wars, epidemics, or any other similar cause.

C.16. State and Federal Compliance. The Bank shall comply with all applicable State and Federal laws and regulations, including Institution policies and guidelines, in the performance of this Contract.

C.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Bank agrees that it will be subject to the exclusive jurisdiction of the Tennessee Claims Commission in actions that may arise under this Contract. The Bank acknowledges and agrees that any rights or claims against the Institution or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under ***Tennessee Code Annotated***, Sections 9-8-101 through 9-8-407.

C.18. Severability. Suppose any terms or conditions of this Contract are held invalid or unenforceable as a matter of law. In that case, the other terms and conditions hereof shall not be affected thereby and remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

C.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D. SPECIAL TERMS AND CONDITIONS

D.1. It is mutually understood and agreed that the handling of these funds and accounts is governed by the applicable provisions of T.C.A. Title 9 Chapter 4 and the Tennessee Board of Regents Policy No. 4:01:01:10, both incorporated by reference into this Agreement.

D.2. The Bank shall comply with all federal and state licensing and certificate requirements.

D.3. Federal Funds will be housed and/or disbursed in the operating and payroll accounts, and the account name will reflect “Federal and State Funds”.

D.4. The Bank shall be a Member of the Collateral Pool administered by the Department of the Treasury as defined in T.C.A. Title 9, Chapter 4, Part 5, “The Collateral Pool for Public Deposits Act of 1990” throughout the Term of this Agreement.

D.5. The Bank must provide collateral security as described in T.C.A. § 9-4-103 for all accounts, whether active (checking) or savings. It shall give a description of the securities to be provided by the bank as collateral securities. If participating in the collateral pool administered by the Department of the Treasury, the Bank must abide by the provisions outlined in T.C.A. § 9-4-501-523.

D.6. The following signatures will be needed to withdraw funds from Accounts: a.

1. Petty Cash Account - Requires any two signatures of the following:

 , (Title)

 , (Title)

 , (Title)

 , (Title)

1. Payroll Account - Requires two signatures of the following:

 , President

 , Chief Financial Officer

1. Operating Account - Requires two signatures of the following:

 , President

 , Chief Financial Officer

d. Imprest Checking Account - Requires any two signatures of the following:

 , Director

 , (Title)

 Should a check be processed with only one signature, the Institution and the Bank, pursuant to the Bank’s guidelines, will work through the Bank’s fraud detection services for reimbursement to the Institution for all accounts with Positive Pay, if such check was processed in error. Additionally, Bank shall promptly submit to Institution a written report detailing how this breach in check processing protocol occurred and what actions Bank is taking to ensure that it doesn’t occur again.

 D.7. All checks, drafts, or other methods of withdrawing funds from the payroll and operating accounts require the signatures of both the President and the Chief Financial Officer.

D.8. The Bank and the securities pledged by it shall be liable for payment of any losses incurred as a result

 of Bank’s default pursuant to T.C.A, § 9-4-406.

D.9. The Bank shall provide documentation verifying and attach the required documentation to the contract that all criteria outlined in TBR Policy 4:01:01:10 Section D.2 are met.

D.10. The Bank and Institution agree that the funds deposited will not exceed one-fourth (1/4) of the Bank's paid-in capital stock and surplus. Should this event occur, the Bank will provide, at its own cost, a surety bond or collateral security sufficient to cover the entire deposit of state and federal funds in the Bank.

D.11. The Institution or The Department of Treasury (if participating in the collateral pool) must either be provided the actual bonds or other securities provided as collateral security for deposit, or trust receipts for the collateral instead of the actual delivery of the obligations.

D.12. Federal funds will be housed and/or disbursed in the Institution's accounts.

D.13. The amount of funds to be deposited and maintained in the active (checking) account will be reasonably related to the number of checks to be processed through the account during any month and other servicing costs, if any.

D.14. Funds of the Institution will only be invested in a bank or savings and loan savings account or certificate of deposit or in bonds, notes, or treasury bills of the United States which are backed by the full faith and credit of the United States or bonds or obligations guaranteed as to principal and interest by the United States or any of its agencies.

D.15. The Bank shall indemnify and hold harmless the Institution and their officers, employees and agents, individually and collectively, from any liability (including loss of use), expenses demands and claims in connection with or arising out of any injury or alleged injury to persons (including death or damages or alleged damage to property), to extent sustained or alleged to have been sustained in connection with or to have arisen out of the negligent or malicious performance of the contract by the Bank, its agents, servants and employees. The Bank shall defend any suit or action brought against them or any party and shall pay all damages, judgments, costs and expenses, including attorneys' fees in connection with said demands and claims resulting there from. The foregoing indemnification obligation of Bank is contingent upon the Institution promptly notifying Bank in writing of such claim, providing Bank reasonable assistance in connection therewith and, subject to the requirements of T.C.A, § 8-6-301 and T.C.A. § 20-13-103, permitting Bank to control the defense or settlement of such claim (upon consultation with the Institution or TBR).

D.16. The employees of the Bank shall adhere to the Institution's regulations while on the Institution's premises.

E. ADDITIONAL TERMS AND CONDITIONS:

E.1. Communications and Contacts.

The Institution:
 [NAME AND TITLE OF INSTITUTION CONTACT PERSON]
 [INSTITUTION NAME]
 [ADDRESS]
 [TELEPHONE NUMBER]
 [FACSIMILE NUMBER]

The Bank:
 [NAME AND TITLE OF BANK CONTACT PERSON]
 [BANK NAME]
 [ADDRESS]
 [TELEPHONE NUMBER]
 [FACSIMILE NUMBER]

All instructions, notices, consents, demands, or other communications shall be sent in a manner that verifies proof of delivery. Any communication by facsimile transmission shall also be sent by United States mail on the same date as the facsimile transmission. All communications that relate to any changes to the Contract shall not be considered adequate until agreed to, in writing, by both parties.

E.2. Contract Documents. Included in this Agreement by reference are the following documents, and they will be in the following order for precedence:

a***.*** This Agreement document and its attachments
b***.*** The Request for Proposal and its associated amendments
c***.*** The Bank’s Proposal dated \_\_\_\_\_\_\_\_ including ***Bank’s Master Services Agreement, Services Terms and Conditions, Your Deposit Account Agreement, and other banking documents, authorizations, and agreements***

In the event of a discrepancy or ambiguity regarding the interpretation of this Agreement, these documents shall govern in order of precedence as listed above. This Contract, including all documents listed above, constitutes the entire agreement between the parties regarding the subject matter and supersedes all prior and contemporaneous agreements, representations, and understandings, whether written or oral.

E.3. Prohibited Advertising. The Bank shall not refer to this Contract or the Bank’s relationship with the Institution hereunder in commercial advertising in such a manner as to state or imply that the Bank or the Bank's services are endorsed.

E.4. Debarment and Suspension. The Bank certifies, to the best of its knowledge and belief, that it and its principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in section b. of this certification; and

d. have not, within a three (3) year preceding this Contract, had one or more public transactions (Federal, State, or Local) terminated for cause or default.

E.5. Prohibition on Hiring Illegal Immigrants.  T.C.A. § 12-3-309 prohibits State entities from contracting to acquire goods or services from any person who knowingly utilizes the service of illegal immigrants in the performance of a contract or who knowingly utilizes the services of any subBank, if permitted under the contract, who will utilize the services of illegal immigrants in the performance of the contract. By signing this Contract, the Contractor attests, certifies, warrants, and assures that the Bank shall not knowingly utilize the services of illegal immigrants in the performance of the Contract and will not knowingly utilize the services of any subBank, if permitted under the Contract, that will utilize the services of illegal immigrants in the performance of the Contract.

If the Bank is discovered to have breached the Attestation, the Commissioner of Finance and Administration shall declare that the Bank shall be prohibited from contracting or submitting a bid to any Tennessee Board of Regents institution or any other state entity for a period of one (1) year from the date of discovery of the breach. The bank may appeal the one (1) year by utilizing an appeals process in the Rules of Finance and Administration, Chapter 0620.

E.6. Red Flags and Identity Theft. The Bank shall have policies and procedures in place to detect relevant Red Flags, as that term is defined in Federal Trade Commission regulations, that may arise in the performance of the Bank’s activities under the Contract or review the Institution’s Red Flags identity theft program and report any Red Flags to the Institution.

E.7. Data Privacy and Security.

1. Data Privacy.
2. “Personal Information” means information provided to Bank by or at the direction of Institution, or to which access was provided to Bank by or at the direction of Institution, in the course of Bank’s performance under this Agreement that:
3. identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, and other unique identifiers); or
4. can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions, and other personal identifiers.
5. Bank represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information complies with all applicable federal and state privacy and data protection laws, including without limitation, the Gramm-Leach-Bliley Act (“GLBA”); the Health Information Portability and Accountability Act (“HIPAA”); the Family Educational Rights and Privacy Act (“FERPA”) of 1974 (20 U.S.C. 1232g), the FTC’s Red Flag Rules and any applicable federal or state laws, as amended, together with regulations promulgated thereunder. Bank represents and warrants that Bank will use the Personal Information only for the purposes authorized by this Agreement and will not sell or share the Personal Information with any other person or entity. Bank shall not use Personal Information for profiling, analytics, training of algorithms or models (including AI/ML), or any purpose not explicitly authorized in writing by Institution.
6. Some personal information provided by institutions to banks is subject to FERPA. Bank acknowledges that its improper disclosure or re-disclosure of Personal Information covered by FERPA may, under certain circumstances, result in Bank’s exclusion from eligibility to contract with Customer for at least five (5) years and agrees to become a “school official” as defined in the applicable Federal Regulations for this Agreement.
7. Data Security. Bank represents and warrants that Bank will maintain compliance with the SSAE18 standard or successor standard, and shall undertake any audits and risk assessments Bank deems necessary to maintain compliance with SSAE18.
8. Incident Response. “Security Incident” means any reasonably suspected information security breach, unauthorized access to any system, server, or database, or any other unauthorized access, use, or disclosure of Personal Information or Highly-Sensitive Personal Information occurring on systems under Bank’s control. Bank shall: (a) provide Institution with the name and contact information for an employee of Bank who shall serve as Customer’s primary security contact and shall be available to assist Customer twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Incident; (b) notify Institution of a Security Incident as soon as practicable, but no later than forty eight (48) hours after Bank becomes aware of it, except where disclosure is prohibited by law; and (c) notify Institution of any such Security Incident as follows:

(insert applicable IT or other staff contact information specific to the Institution here)

Contact:

Contact Email:

Contact Phone:

and

A copy will be emailed to the bank’s primary business contact.

1. Bank shall use best efforts to mitigate or resolve any Security Incident immediately, at Bank’s expense and in accordance with applicable privacy rights, laws, regulations, and standards. Bank shall reimburse Institution for actual costs incurred by Institution in responding to, and mitigating damages caused by, any Security Incident, including all costs of notice and/or remediation incurred under all applicable laws as a result of the Security Incident.
2. Return of Personal Information. At any time during the term of this Agreement, at the Institution’s written request or upon the termination or expiration of this Agreement, Bank shall return to the Institution all copies, whether in written, electronic or other form or media, of Confidential, Highly-Sensitive, or Personal Information in its possession, or at Customer’s direction, securely dispose of all such copies conforming to NIST SP 800-88 Rev. 1 “Guidelines for Media Sanitization” or successor standard. Upon request or contract termination, the Bank must provide a certificate or certified document stating that they have either returned all requested Confidential, Highly-Sensitive, or Personal Information to TBR or securely destroyed it in accordance with relevant regulations. This certificate should include details of the methods used for destruction and confirmation that no copies of the information remain in the Bank's possession. Bank shall provide the certificate of destruction within ten (10) business days of request or contract termination.
3. The Bank shall provide and retain timely, accurate, and comprehensive information, such as records and reports, that allow TBR to monitor risks. The reports inventory should include SOC 1, SOC 2, and reports for data breaches. When SOC reports are unavailable, TBR will accept a Higher Education Community Vendor Assessment Toolkit (HECVAT) report as an alternative. Bank shall provide updated SOC 2, SOC 2 Bridge letters, or HECVAT reports annually or upon a material change to operations. Bank shall immediately report any exceptions or control failures identified during audits.
4. Data Residency. Bank shall ensure that all data, including but not limited to Personal Information and Highly-Sensitive Personal Information, is stored and processed within the geographic boundaries of the United States. The Bank shall not transfer or store any data outside of the United States without the prior written consent of the Institution. In the event of any data transfer or storage outside the United States, the Bank must comply with all applicable data protection laws and regulations and provide adequate safeguards to protect the data. Banks may use sub-processors such as AWS or Microsoft Azure, provided that all data remains within data centers in the continental United States and those sub-processors comply with equivalent security and privacy obligations.

E.8. Iran Divestment Act.   The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract.  The Bank agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

E.9. Boycott of Israel. Bank certifies that is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119.

E.10. Click-Wrap Agreements. The Bank agrees that click-wrap agreements shall not be binding upon the Institution. No employee has the actual or apparent authority to enter into click-wrap agreements on behalf of the Institution without the approval of the Institution’s Procurement and/or Contracts Office. No employee has the authority to modify, amend, or supplement this Agreement through a click-wrap agreement. This Agreement can only be modified, amended, or supplemented under these terms through a written amendment in accordance with the Institution’s and TBR’s procedures, policies, and guidelines.

E.11. Binding Contract. The Bank fully understands that this Agreement is not binding except and until all appropriate State officials' approvals and signatures have been obtained, and the fully executed document returned to the Bank.

IN WITNESS WHEREOF, the parties have set their signatures by their duly authorized representatives.

|  |  |
| --- | --- |
| BANK LEGAL ENTITY NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name and Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date | SOUTHWEST TENNESSEE COMMUNITY COLLEGE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_SignatureDr. Tracy Hall, PresidentName and Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date |
|  | TENNESSEE BOARD OF REGENTS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_SignatureFlora W. Tydings, Chancellor Name and Title |

**ATTACHMENT A**

**CONTRACTOR RESPONSIBILITIES**

**Contractor Responsibilities to be added upon contract award**

ATTACHMENT B

**CONTRACT RATES**

**Note: The contract rates are to be added upon contract award.**

ATTACHMENT 6.3

|  |
| --- |
| **PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES. *The Proposer must complete and sign this Technical Proposal Transmittal. In the space below, it must be signed by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the individual is not the Proposer’s chief executive, attach evidence showing the individual’s authority to bind the proposing entity.*** |
| **The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:**1. This proposal constitutes a commitment to provide all goods and/or services as defined in the RFP Attachment 6.2, *Pro Forma* Contract, Scope of Goods and/or Services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.2, *Pro Forma* Contract. A Proposal that limits or changes any of the terms or conditions contained in the Pro Forma Contract may be considered by the Institution, in its sole discretion, non-responsive and may be rejected.
2. The information in the proposal submitted in response to the RFP is accurate.
3. The proposal submitted in response to the RFP shall remain valid for at least one hundred twenty (120) days after the date of the Cost Proposal opening and thereafter per any contract pursuant to the RFP.
4. The Proposer shall comply with all applicable State and Federal laws and regulations, including Institution policies and guidelines in submitting its Proposal and, if the successful Proposer, in the performance of the Contract.
5. The Proposer shall comply with all of the provisions in the subject RFP.
6. The Proposer:

\_\_ **does** \_\_ **does not** It is acknowledged that SWTCC is issuing this Proposal on behalf of SWTCC, with the option for other Tennessee Board of Regents Colleges, other public universities in the State of Tennessee, the University of Tennessee System of Higher Education, and the State of Tennessee Departments to utilize the resulting Agreement. A listing of eligible Colleges is provided in Attachment 6.8. A list of Eligible Institutions is included at the bottom of Attachment 6.8**.**1. The Proposer certifies, by signature below and submission of this proposal, to the best of its knowledge and belief, that it and its principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with, obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in section b. of this certification; andd. have not, within a three (3) year preceding this Contract, had one or more public transactions (Federal, State, or Local) terminated for cause or default.1. The Proposer understands and agrees that the Proposer shall be paid by ACH payment OR the method agreed upon between the Institution and the Proposer. By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies. In the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, each Proposer is not on the list created pursuant to §12-12-106.  For reference purposes, the list is currently available online at: <https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/other/Debarred_Vendors.pdf>
 |
| **SIGNATURE & DATE:** |  |
|  |

**ATTACHMENT 6.4**

**RFP REQUIREMENTS**

The Institution is soliciting proposals from qualified proposers for procuring Banking and Credit Card Merchant Services for Southwest Tennessee Community College (SWTCC) under the governance of The Tennessee Board of Regents (TBR) System Office. SWTCC is seeking one (1) banking and credit card merchant service provider.

SWTCC funds and accounts are handled by Tennessee Code Annotated Chapter 4 of Title 9 and TBR Policy No. 4:01:01:10 (copy available online at [www.tbr.edu](https://tbr.navexone.com/content/dotNet/documents/?docid=104&app=pt&source=browse&public=true)). These documents are hereby incorporated as an integral part of this document by reference.

The Contractor must provide collateral security as described in Tennessee Code Annotated Section 9-4-103, for deposits in all accounts, whether active (checking) or savings, and shall describe the securities provided by the Bank as collateral securities. If participating in the collateral pool administered by the Department of the Treasury, the Bank must abide by the provisions outlined in TCA Section 9-4-501 through Section 9-4-523.

SWTCC shall enter into one (1) contract for the following interest-bearing accounts:

* 1. General Operating Account for processing ACH/EDI transactions, wire transfer, depository, and related banking services
	2. Zero balance operating accounts and related banking services
	3. Payroll account and related banking services
	4. Check cashing account and related banking services

Each account will earn and accrue its own interest. Information detailing SWTCC’s historical general operating account, Payroll clearing account, and credit card merchant services volumes is provided in Attachment 6.6A for the budget year 2025. SWTCC reserves the right to modify the types and number of accounts with the Successful Proposer.

1. **Mandatory Requirements** (Proposers to indicate in Attachment 6.5, Section A, page reference numbers of their Proposal to these requirements)

***Notice: There are no exceptions to the items requested below. If the proposer fails to submit the mandatory requirements in the format requested below, the proposal shall be deemed non-responsive, and the institution shall reject it.***

A.1Provide the Proposal Transmittal and Statement of Certifications and Assurances (Attachment 6.3) completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract.

***Each Proposer must sign the Technical Transmittal and Statement of Certifications and Assurances without exception or qualification.***

A.2Provide a Statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall work under the contract has a possible conflict of interest (*e.g.,* employment by the State of Tennessee) and, if so, the nature of that conflict.

***NOTE: Determination of conflict of interest shall be solely within the discretion of the Institution, and the Institution reserves the right to cancel any award.***

A.3 Provide the number of the banking institution’s charter, the name of the chartering authority or primary regulatory agency, the number of the institution’s FDIC certificate, or other evidence of deposit insurance.

A.4 Provide a copy of the most recent audit report.

A.5Provide two current positive credit references from vendors with which the Proposer has done business, written in standard business letters, on the reference’s letterhead, signed, and dated within the past three (3) months.

A.6 Provide information verifying that the Proposer meets the following minimum requirements:

* Member FDIC
* Member of the Collateral Pool administered by the Department of the Treasury as defined in TCA Title 9, Chapter 4, Part 5, “The Collateral Pool for Public Deposits Act of 1990”.

A.7 Provide a copy of a current certificate of liability insurance. If Proposer’s current limits/coverages do not meet the requirements of Section 4.8 above, prior to contract award, the successful Proposer will be required to submit a valid, current certificate of insurance that meets the requirements of Section 4.8.

A.8Provide a copy of a valid, current certificate of insurance indicating general liability and fidelity insurance. Before contract award, the successful Proposer must submit a valid, current certificate of insurance with the limit requirements provided in Section 4.8 above.

A.9 Provide information verifying that the Proposer can provide corporate online banking services, including inquiries, viewing of statements and account activity, balance inquiry, and Positive Pay updates.

A.10 The Institution requires the availability of monthly online bank statements that can be downloaded as PDFs. Statements for accounts shall list cleared check information in numerical rather than date-cleared order. Online transaction information should be either searchable or sortable, and the user must be able to export transaction data to PDF or CSV. Proposer shall describe its abilities/processes relevant to this specification.

**B. Qualifications and Experience Requirements** (Proposers to indicate in Attachment 6.5, Section B, page reference numbers of their Proposal to these requirements)

B.1 Describe the Proposer’s form of business (*i.e*., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, and telephone number of the person the Institution should contact regarding the proposal.

B.2 Provide a Statement of whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years, and if so, an explanation providing relevant details.

B.3 Provide a Statement of whether the Proposer or any of the Proposer’s principals have been convicted of, pled guilty to, or pled *nolo contendere* to any felony, and if so, an explanation providing relevant details.

B.4 Provide a Statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer’s performance in a contract under this RFP.

B.5 Provide a Statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.

B.6 Provide a Statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer’s performance in a contract under this RFP.

B.7 Provide a brief, descriptive Statement indicating the Proposer’s credentials to deliver the goods/services sought under this RFP.

B.8 Proposer shall provide documentation verifying that it is supervised by the Department of Financial Institutions of the State of Tennessee, the United States Comptroller of the Currency, or the Federal Home Loan Bank Board, and which has been designated by the State Treasurer, Governor, and/or the Commissioner of Finance and Administration as a state depository.

B.9 Proposer shall provide documentation to verify the following:

* The capital stock of the Proposer is fully paid in.
* The amount of the paid-in capital and surplus of the Proposer as of the date of its last audited financial statements

B.10 Proposer shall provide the names of the members of its Board of Directors and officers.

B.11 Proposer shall supply the name of its holding company, if applicable.

B.12 Proposer shall provide the names of all owners of ten percent (10%) or more of the Proposer's stock.

B.13 Proposer shall provide the location of its principal office as well as the location(s) of its Memphis branch(es).

B.14 Proposer shall provide a list of its affiliated banking institutions.

B.15 Provide a statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform.

B.16 Provide all contact information for the bank representative that will be the Institution’s contact, including name, address, phone number, fax number, email address, etc., for any questions or issues that may arise during the course of the resulting Contract.

B.17 Provide customer references representing three (3) contracted accounts, similar to the Institution, currently serviced by Proposer, to include, if applicable, all current contracts with the Institution or other Institutions of Higher Education.

Proposers must also provide a list of three (3) contracts cancelled in the last five (5) years and the reason for cancellation.

Each reference must include:

1. the company name and business address;
2. the name, title, and telephone number of the company contact knowledgeable about the project work; and
3. A brief description of the service provided and the period of service.

***Each evaluator will generally consider the results of reference inquiries by the Institution regarding all references provided (both Institution and non-Institution). Current or prior contracts with the Institution are not a prerequisite and are not required for the maximum evaluation score possible, and the existence of such contracts with the Institution will not automatically result in the addition or deduction of evaluation points.***

**C. Technical Requirements**(Proposers to indicate in Attachment 6.5, Section C, page reference numbers of their Proposal to these requirements)

**C.1 Technical Mandatory Pass/Fail Requirements (Proposer shall validate in its response its understanding of these mandatory requirements and its ability to provide)**

C.1.1 **Minimum Proposer Requirements:**

1. For this RFP, the proposer must be a Member of the Collateral Pool administered by the Department of the Treasury as defined in T.C.A. Title 9, Chapter 4, Part 5, “The Collateral Pool for Public Deposits Act of 1990.” (Furnish appropriate documentation with proposal to substantiate the requirement)
2. Proposer shall provide a listing of its service locations across the State of Tennessee, and which SWTCC locations will and will not have a local bank presence with the Proposer’s offerings.
3. Provide interest-bearing checking accounts. The proposer must provide its interest rate calculation only in its Cost Proposal.
4. Provide the Software/Program necessary to facilitate banking transactions. A conversion to a new software application or program is essential to facilitate banking transactions. In that case, the bank must incur costs and provide support to train the Tennessee Board of Regents and TCAT personnel in using the new system.
5. Provide electronic deposit scanners and applicable software for remote depositing. Provide all necessary training for the software and scanning of deposited checks. The proposer shall provide the cost per device in its Cost Proposal only; however, it is expected that TBR will receive volume discounting for multiple devices.
6. Provide Positive Pay services, whereby the Institution will deliver an electronic file to the Proposer via online banking website containing information about a check batch, who will compare checks clearing an Institution account with the electronic file information and notify the Institution of any irregularities detected.
7. Provide credit card terminals for SWTCC locations that accept Visa, MasterCard, Discover Card, and American Express deposits. Provide all necessary training for software and terminals. The proposer shall provide the cost per device in its Cost Proposal only; however, it is expected that TBR will receive volume discounting for multiple devices.

C.1.2 **Minimum Services Required:**

 **Depository Services:**

1. Provide standard services for processing checks
2. Provide standard services for processing deposits at the branch and remotely
3. Provide supplies as needed, including the following:
4. Bank Bags or equivalent
5. Deposit slips
6. Coin and bill wrappers
7. Endorsement Stamps
8. Credit Card Items needed: PCI-compliant electronic terminals and related supplies as necessary. Five-point of sale registers are needed to include a cash drawer, a handheld device, and an iPad-type screen (currently utilizing Clover devices)
9. Remote Deposit items needed
10. Night depository
11. Monthly and annual analysis of cost to service account(s)

**Reconciliation:**

1. Provide downloadable access (or other electronic format) to cancelled checks for up to 5 years. All images must be legible printed images (both front and back).
2. Provide appropriate software for access to view/download cancelled checks
3. Provide data files of cleared checks for reconciliation purposes
4. Last day of the month cut-off for bank statements
5. Bank statements provided within seven (7) working days, either online or by mail.
6. Provide same-type deposits/withdrawals within the accounts to be identified in a fashion similar to that on banking statements. For deposits, this includes, but is not limited to, in-person deposits at the bank, credit card deposits by associated merchant numbers, ACH deposits, etc. For withdrawals, this includes, but is not limited to, EFT refunds/reimbursements by type (student, travel, payroll, etc), ACH withdrawals, etc. Transactions can be identified by numerical data (merchant numbers), text (withdrawal – payroll), or some combination.
7. Provide online all details provided by the payor for electronic deposits

**C.2** **Technical Scored Requirements** (Proposers to indicate in Attachment 6.5, Section C.2, page reference numbers of their Proposal to these requirements).

In the previous Mandatory pass/fail section (Section C.1), Proposers were asked to validate their understanding of the mandatory requirements in their response. Section C.2 asks Proposers to describe their products/services and will be scored based on those responses. Proposers shall indicate in Attachment 6.5, Section C.2, page reference numbers of their Proposal containing their responses to these requirements. For each scored specification below, Proposers must confirm that they can meet the specification or describe any variations to the requirements.

C.2.1 **Information Reporting:**

1. Provide capabilities of the Proposer’s online banking access for reviewing all accounts, including:
	1. Daily detailed transactions to include previous day balance reports, account status, credit items/debit items, ACH detail transactions, viewing copies of cleared checks, etc.
	2. Sending domestic and international wire transfers
	3. Placing stop payments
	4. Sending positive pay files and addressing positive pay issues
	5. Remote deposit
	6. Transfers between accounts
	7. Sending direct deposit/ACH files
2. Describe how the Proposer’s information reporting system allows for:

Security features as they relate to online banking and transaction requests. This should include login and approval security features for all transactions, including but not limited to ACHs, wires, transfer of funds, positive pay, stop payments, etc. Also, address online security roles and offline security features for the above transactions

Configuring various modules within the automated system to meet TBR and TCAT’s needs

C.2.2 **ACH:**

1. Provide capabilities of the Proposer’s automated clearinghouse capabilities for processing direct deposit of payroll and other debits and credits

Describe the capabilities of a computer-based system to transfer funds through ACH electronically

 Provide information about the timing requirements for initiating ACH transfers

 Explain what transactions are effective same day, next day, or two days

 Provide capabilities for notification of ACH activity reports for returns by mail or online

C.2.3 **Banking Services:**

1. Provide capabilities for each of the following banking services:
2. Standard services for processing checks
3. Standard services for processing deposits
4. Supplies requested
5. Deposits accepted as specified; deposit slips and bank bags returned following business day (or equivalent)
6. Night depository
7. Electronic banking terminal
8. Monthly and annual analysis of cost to service accounts
9. Provide data files of cleared checks for reconciliation purposes
10. Last day of the month cut-off for statements
11. Statements provided within seven working days
12. Purchase of federal securities
13. Repurchase agreements
14. Money market accounts
15. Certificates of deposit
16. Savings accounts
17. Zero balance accounts
18. Interest-bearing checking account
19. Email and/or mail notifications of returned checks
20. Ability to send and receive domestic and international wires
21. Ability to accept positive pay files indicating voided checks
22. Provide cancelled checks in one of the ways stipulated; legible (front and back)
23. Provide downloadable access (or other electronic format) to cancelled checks for up to 5 years. All images must be legible printed images (both front and back). Proposer shall describe its abilities/processes relevant to this specification.

C.2.4 **Credit/Debit Card Merchant Services**

1. Provide capabilities for each of the following credit/debit card services:
2. Deposits of Major Credit Cards accepted
3. Electronic verification of Major Credit Cards
4. Online services and reporting (Proposers should include samples of all reports and descriptions of whether they are real-time or updated daily.  Can reports be summarized or rolled up per merchant so multiple merchants can be viewed on grouped reports, or does each merchant have to be viewed individually?  What level of detail can be shown on reports?  Can individual cards and rates be seen as in a cost plus pricing model if needed?)
5. Explain whether or not virtual and/or physical credit card processing terminals are available, and if so, what type.

C.2.5 **Customer Service**

1. Describe the customer service strategy for the Institution’s accounts, including staff commitments, designation of a primary account representative (required), procedures for handling customer inquiries, etc.

C.2.6 **Service Area**

1. The Proposer shall list its service locations across the State of Tennessee, including which SWTCC locations will and will not have a local bank presence with the Proposer’s offerings. Proposer shall describe how it proposes to service the Institutions that do not have a local bank presence.

C.2.7 **Data and Reporting**

1. Proposer to describe both standard reports as well as custom report capabilities.
2. Proposer will describe its disaster recovery support.
3. Proposer to define the ownership and portability of data due to the expiration or termination of the contract.
4. The proposer shall describe its long-term data preservation methodologies, focusing on the mechanisms that ensure the long-term preservation and accessibility of customer data. Also, include your established Recovery Time Objective (RTO) and Recovery Point Objective (RPO).
5. Proposer shall describe its data residency regarding customer data in the form of current data storage, backups, restores, and archives.

**C.3.      Additional Goods and/or Services**

***Notice:  No cost or pricing (including required or optional pricing) information shall be included in the Technical Proposal.  Inclusion of cost or pricing information, including notations that items are “free of charge” or are “at no additional cost” in the Technical Proposal, may make the proposal non-responsive, and the Institution may reject it.***

Proposer shall describe any related goods and/or services available from the proposer in addition to those required in this RFP.  The additional associated goods and/or services may be added to the contract before contract signing at the sole discretion of the Institution.  Proposer must fully describe the related goods and/or services in its Technical Proposal Response.  ***Costs associated with additional related goods and/or services must be provided in the Cost Proposal only and supplied separately from the base Cost Proposal items requested.*** Additional Goods and/or Services shall not be included in the evaluation.  If the Proposer is not quoting any further goods and/or services, it must state this in its Technical Response.

**D. Cost/Revenue Proposal**

***Notice: The Technical Proposal shall include no information (including required or optional pricing). Inclusion of Cost Proposal amounts, including notations that items are “free of charge” or are “at no additional cost” in the Technical Proposal, will make the proposal non-responsive, and the Institution shall reject it.***

D.1.1 **Proposed Cost**

The proposer shall provide the cost of ten (10) years for each item listed in Attachment 6.6. Proposers can reference Attachment 6.6A for historical quantities.

D.1.2 **Proposed Revenue**

1. The proposer shall provide the interest rate calculation.
2. Proposer shall provide any other revenue offerings.

D.1.3 **Alternate Proposals**

Alternate cost proposals based upon the minimum services required (listed above) are requested as follows:

1. The minimum amount of compensating balance necessary to absorb service costs and earnings
2. A fluctuating compensating balance
3. A flat fee
4. Any additional cost proposals provided will be considered.

**ATTACHMENT 6.5 - SECTION A**

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| **TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A** |
| **SECTION A — MANDATORY REQUIREMENTS** |
|

| **TECHNICAL PROPOSAL & EVALUATION GUIDE****SECTION A: MANDATORY REQUIREMENTS.**  The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below. The Solicitation Coordinator will review the Proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Chief Financial Officer must review the Proposal and attach a written determination. A determination that a proposal is non-responsive must be approved by the Chief Financial Officer before notice may be sent out that the Proposal has been rejected. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each Proposal for compliance with all RFP requirements. |
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 |
| **PROPOSER LEGAL ENTITY NAME:** |  |
| **AUTHORIZED PROPOSER SIGNATURE & DATE:** |  |
| * The Proposal must be delivered to the Institution no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.
* The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., *et. seq.*).
* The Technical Proposal must NOT contain cost or pricing information of any type.
* The Technical Proposal must NOT contain any restrictions of the rights of the State/Institution or other qualification of the Proposal.
* A Proposer must NOT submit alternate Proposals.
* A Proposer must NOT submit multiple Proposals in different forms (as a prime and a sub-contractor).
 |
| **Proposal Page #(Proposer completes)** | **Item Ref.** | **Section A— Mandatory Requirement Items** | **Pass/Fail** |
|  | **A.1** | Provide the Proposal Transmittal and Statement of Certifications and Assurances (Attachment 6.3) completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract.Each Proposer must sign the Technical Transmittal and Statement of Certifications and Assurances without exception or qualification. |  |
|  | **A.2** | Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (*e.g.*, employment by the State of Tennessee or Institution) and, if so, the nature of that conflict.NOTE: Determination of conflict of interest shall be solely within the discretion of the Institution, and the Institution reserves the right to cancel any award. |  |
|  | **A.3** | Provide the number of the banking institution’s charter and the name of the chartering authority or primary regulatory agency and the number of the institution’s FDIC certificate, or other evidence of deposit insurance. |  |
|  | **A.4** | Provide a copy of the most recent audit report. |  |
|  | **A.5** | Provide two current positive credit references from vendors with which the Proposer has done business, written in the form of standard business letters, on the reference’s letterhead, signed, and dated within the past three (3) months. |  |
|  | **A.6** | Provide information verifying that Proposer meets the following minimum requirements:* Member FDIC
* Member of the Collateral Pool administered by the Department of the Treasury as defined in TCA Title 9, Chapter 4, Part 5, “The Collateral Pool for Public Deposits Act of 1990”.
 |  |
|  | **A.7** | Provide a copy of a current certificate of liability insurance. If Proposer’s current limits/coverages do not meet the requirements of Section 4.8 above, prior to contract award, the successful Proposer will be required to submit a valid, current certificate of insurance that meets the requirements of Section 4.8. |  |
|  | **A.8** | Provide a copy of a valid, current certificate of insurance indicating general liability and fidelity insurance. Prior to contract award, successful Proposer will be required to submit a valid, current certificate of insurance with the limit requirements provided in Section 4.8 above. |  |
|  | **A.9** | Provide information verifying that Proposer can provide corporate online banking services, including inquiries, viewing of statements and account activity, balance inquiry, and Positive Pay updates. |  |
|  | **A.10** | The Institution requires the availability of online monthly bank statements with the ability to download as pdf. Statements for accounts shall list cleared check information in numerical check order rather than date cleared order. Online transaction information should be either searchable or sortable and user must have the ability to export transaction data to pdf or csv. Proposer shall describe its abilities / process relevant to this specification. |  |
|  | **A.11** | Proposer shall provide the location of its principal office as well as the location(s) of its Memphis branch(es). Proposer must have a branch within a 10-mile radius of the Macon or the Union campuses. |  |
|  | **A.12** | Proposer shall provide check-cashing services for any Southwest Tennessee Community College-issued check, regardless of whether the payee has a bank account at the issuing bank.  |  |
|  | **A.13** | The proposer shall make available on-site a safe for cash deposit with provisional same-day credit for the Macon and Union Campuses. This requirement may be met through a third-party contract with an armored car service.  |  |

**ATTACHMENT 6.5 – SECTION B**

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| **TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B** |
| **PROPOSER NAME:** |  |
| **SECTION B — QUALIFICATIONS & EXPERIENCE** |
| **The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).****A Proposal Evaluation Team, made up of three or more Institution employees, will independently evaluate and score the proposal’s “ss and experience” responses.** |
| **Proposal Page #(to be completed by Proposer)** | **Qualifications & Experience Items** | **Points Awarded** |
|  | **B.1** Describe the Proposer’s form of business (*i.e*., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, email address and telephone number of the person the Institution should contact regarding the proposal.  |  |
|  | **B.2** Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer’s company within the last ten years, and if so, an explanation providing relevant details.  |  |
|  | **B.3** Provide a statement of whether the Proposer or any of the Proposer’s principals, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled *nolo contendere* to any felony, and if so, an explanation providing relevant details. |  |
|  | **B.4** Provide a statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer’s performance in a contract under this RFP.  |  |
|  | **B.5** Provide a statement of whether, in the last ten years, Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.  |  |
|  | **B.6** Provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer’s performance in a contract under this RFP.  |  |
|  | **B.7** Provide a brief, descriptive statement indicating the Proposer’s credentials to deliver the requested goods and/or services. |  |
|  | **B.8** Proposer shall provide documentation verifying that it is supervised by the Department of Financial Institutions of the State of Tennessee, the United States Comptroller of the Currency or the Federal Home Loan Bank Board, and which has been designated by the State Treasurer, Governor and/or the Commissioner of Finance and Administration as a state depository. |  |
|  | **B.9** Proposer shall provide documentation to verify the following:• The capital stock of the Proposer is fully paid-in;• The amount of the paid-in capital and surplus of the Proposer as of the date of its last audited financial statements |  |
|  | **B.10** Proposer shall provide the names of the members of its Board of Directors and officers. |  |
|  | **B.11** Proposer shall supply the name of its holding company, if applicable. |  |
|  | **B.12** Proposer shall provide the names of all owners of ten percent (10%) or more of the stock of the Proposer. |  |
|  | **B.13** Proposer shall provide the location of its main office as well as the location(s) of its Nashville branch(es). |  |
|  | **B.14** Proposer shall provide a list of all of its affiliated banking institutions. |  |
|  | **B.15** Provide a statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform. |  |
|  | **B.16** Provide all contact information for the bank representative that will be the Institution’s contact, including name, address, phone number, fax number, email address, etc. for any questions or issues that may arise during the course of the resulting Contract. |  |
|  | **B.17** Provide customer references representing three (3) contracted accounts, of a similar size to the Institution, currently serviced by Proposer, to include, if applicable, all current contracts with the Institution or other Institutions of Higher Education.  Proposers must also provide a list of three (3) contracts that have been cancelled in the last five (5) year period and the reason for cancellation.  Each reference must include:1. the company name and business address; 2. the name, title, and telephone number of the company contact knowledgeable about the project work; and 3. a brief description of the service provided and the period of service. |  |
| *(Maximum Section B Score = 150)* |

**ATTACHMENT 6.5 – Section C**

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| **TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C-1****BANKING SERVICES** |
| **PROPOSER NAME:** |  |
| **SECTION C — TECHNICAL APPROACH** |
| **The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (with the associated item references).** **A Proposal Evaluation Team of three or more SWTCC employees will independently evaluate and score the proposal’s response to each item. Each evaluator will use the following whole-number, raw-point scale for scoring each item:** |
| **Proposal Page # (to be completed by Proposer)** | **Technical Approach Items** | **Points Awarded** |
|  | **All items below are required. Failure to provide any required service(s) may be grounds for rejection of the proposal.** |  |
|  | **C.1** Provide proof of membership in Collateral Pool |  |
|  | **C.2** Standard Services for Processing Deposits |  |
|  | **C.3** Deposits accepted as specified via SWTCC’s armored services. Validated deposit slips and bank bags were returned the following business day via armored services. View deposit detail/images via online banking. Accommodate deposits that may be required to be brought by SWTCC personnel to a branch location. |  |
|  | **C.4** Standard services for processing checks issued by SWTCC. Including positive pay services with direct access for manual transactions and services to ensure that SWTCC is protected from unauthorized automatic debits of any kind |  |
|  | **C.5** Dailynotification of returned checks electronically |  |
|  | **C.6** Notification of daily direct deposit rejections electronically |  |
|  | **C.7** Daily electronic statement of cleared checks.  |  |
|  | **C.8** Account balances available daily |  |
|  | **C.9** Daily notification of ACH/EDI and wire transfers received, along with detailed remittance advice |  |
|  | **C.10** Ability to transfer between SWTCC accounts |  |
|  | **C.11** Monthly analysis of cost to service  account(s) (electronically and paper) |  |
|  | **C.12** Automatic Clearing House (ACH) capabilities for processing:* Direct deposit of payroll
* Direct Deposit of Accounts Payable
* Electronic Data Interchange (EDI) transactions
* Funds Transfer and Data Exchanges
* Direct Deposit of Student Refunds
* Electronic Notification of Student Refunds, Vendor direct deposits returned due to closed account, etc. Timing requirements for initiating ACH transfers (e.g., same day, next day, etc.)
* Provide the capability to block unauthorized ACH debits to the SWTCC bank account.

Elaborate on the Proposer’s processing of ACH transactions (i.e., hours of operation of processing unit, cutoff times for file transmission, pre-noting of credits – required or not, security procedures in place for transmission of data, etc.)Proposer shall support a web interface that allows SWTCC to complete ACH direct deposits for payroll, vendor, and financial aid refunds; and ACH debits for online payments (support existing Touchnet Payment Gateway products) |  |
|  | **C.13** Issue stop payment orders electronically (by email/fax notice as backup). Specify the valid period of a stop payment order, if any, including automatic deletion from positive pay files. |  |
|  | **C.14** Accept Deposits of VISA/Master Card, Discover, and American Express, and accept debit card transactions for credit |  |
|  | **C.15** Issuance of Checks in Foreign Currency (with an automatic charge to the operating account) |  |
|  | **C.16** Capability of “Positive Pay” on all accounts, which compares checks clearing with an electronic file of checks. Provide electronic notifications of any items that are presented and are not on positive pay. Automatically remove positive items greater than six (6) months old. |  |
|  | **C.17** Supplies should include the following:* 1. Plastic bags numbered
	2. Deposit slips, three (3) part (pre-numbered deposit slips optional)
	3. Coin and bill wrappers
 |  |
|  | **C.18** Software package for cash management, reconciliation, and wire transfer services. Prepare detailed narrative on the availability of an electronic system in relation to 1) communication – web-based, 2) security levels over information using appropriate words, 3) ease of configuration to meet SWTCC’s customized needs, 4) customer service hotline, 5) timing and method of notification to SWTCC, 6) provide what information will be provided for each transaction, and 7) online security. |  |
|  |  **C.19** Process outgoing wire transfers and provide daily confirmation via e-mail or fax and telephone as backup—electronic confirmation within 24 hours of the transaction. |  |
|  |  **C.20** Provide online account transaction history that reflects a minimum of 24 months of previous transactions |  |
|  |  **C.21** Proposer agrees to provide all reasonable assistance in cashing checks issued by SWTCC and the ability to verify that the checks issued by SWTCC are in good standing. |  |
|  | **C.22** Provide currency orders to be filled by Central Tellers from telephone (or automated telephone service) requests made as late as 10:30 a.m. to be delivered to SWTCC by armored carrier the next day. These amounts should be automatically debited to the operating account. |  |
|  | **C.23** The Proposer should have at least four (4) branches/locations spread geographically over the Memphis area, all within Shelby County. Provide a listing of all branch locations. |  |
|  | **C.24** Provide a master operating account with possible multiple zero balance accounts transferring to the master operating account. |  |
|  | **C.25** Electronically providebank statement and account reconciliation services (provided separately for each account):1. Provide a “last banking day of the month” cutoff.
2. The statement and reconciliation file is to be delivered, and data will be electronically transmitted by the fifth (5th) working day following the end of the month.
3. June statement and reconciliation file (as of June 30) to be provided to SWTCC by the third (3rd) working day of July.
4. Provide electronic transmission of the front and back of canceled checks monthly in a format acceptable to SWTCC. Explain how this file would be provided.

Bank statements and electronic transmission to provide the following:1. Electronic transmission to be in a format acceptable to SWTCC.
2. List each paid check by check number, date paid, and amount.
3. List each deposit by reference number, date, amount, and credit card transactions by merchant number.
4. List each debit memo by date and amount; wire transfers to be separately identified.
5. List each credit memo by date and amount; wire transfers to be separately identified.
6. List each ACH/EDI and wire transactions separately with the corresponding source and identifying information.
7. General operating account to zero balance accounts transfers to be listed by date and amount.

Note: Items (2) through (6) transaction types should be identified separately. |  |
|  | **C.26** Describe services available for issuing disbursements in foreign currencies and in US dollars to foreign countries. |  |  |
|  |  **C.27** Assist SWTCC with receiving funds from foreign sources. Submit foreign drafts for collection via an automated process. Describe the steps/process to receivefunds in a foreign currency. |  |  |
|  | **C.28** Provide an image of remittance advice and specify what other information can be accessed, i.e., remitter, reference, account, comments, etc. Provide as much detail about payment as possible (electronic). Provide the capability to fax and email remittance advice daily |  |  |
|  | **C.29** View images online of cleared checks |  |  |
|  | **C.30** Debit and credit memos will be processed, including the bag and deposit number on the memo and a description of the discrepancy within 24 hours of the transaction, and via email. Provide access to online images of debit/credit memos with appropriate back-up. Provide the capability to fax and email memos daily. |  |
|  | **C.31** Control Disbursement Service will assist the SWTCC in maintaining its disbursement of funds by providing information in advance of disbursement requirements. On each banking day, the bank will make available SWTCC information as to the total amount of checks drawn against the controlled disbursement accounts, which are presented for payment to the Proposer by the Federal Reserve Bank on that day. The amount available daily is electronically.  |  |
|  | **C.32** Provide banking research services on SWTCC deposits, checks, debit/credit memos, etc. Central tellers to notify the Bursar’s Office by email or phone as backup on the same day of any discrepancies. |  |
|  | **C.33** Issue cashier’s check when requested by SWTCC. |  |
|  | **C.34** Provide andidentify services and/or reports available to assist in the bank reconciliation process. Provide remote deposit capabilities and options available. |  |
|  | **C.35** Proposer shall describe how new services during the contract period will be offered to SWTCC, including but not limited to the cost structure in which these services would be provided (e.g., preferred customer rate or discount). Proposer should not give dollar figures in response to this question, but describe how discounts will be offered during the contract term.  |  |
|  | **C.36** Implementation & Training* How long will implementation take once the contract is signed?
* Provide a proposed implementation plan. Describe the steps and associated timeframes.
* What assistance will your bank offer for the transition to your bank? Proposer will pay for any costs associated with conversion.
* Describe how Proposer will assist SWTCC in notifying depositors (ACH and wire transfers) of new banking information.
* Describe what training you will provide during implementation and any ongoing training.
 |  |

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| **TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C-2** **CREDIT CARD MERCHANT SERVICES** |
| **PROPOSER NAME:** |  |
| **Proposal Page # (to be completed by Proposer)** | **Technical Approach Items** | **Points Awarded** |
|  | **All items below are required. Failure to provide any required service(s) may be grounds for rejection of the proposal.** |  |
|  |  **C.1** Proposer shall describe their credit/debit card merchant services, including annual processing volume, and provide transaction processing diagram(s). |  |  |
|  | **C.2** TheProposer must be able to credit/debit SWTCC’s bank account by merchant account number for settlement processing, monthly transaction fees, and chargebacks. |  |
|  | **C.3** The Proposer should detail how and when funds will be credited to SWTCC’s bank account for processed transactions. Provide the latest time to transmit sales transactions to meet these funding deadlines. Can the merchant number settle the VISA, MasterCard, Discover and American Express transactions? If not, list how each can be settled. |  |
|  | **C.4** The Proposer should settle gross sales/return sales amounts by merchant account number to SWTCC’s bank account and list each merchant number and amount separately. |  |
|  | **C.5** The Proposer should process a debit settlement by merchant account number to SWTCC’s bank account and list each merchant number and amount separately for the monthly transaction fees. |  |
|  | **C.6** The Proposer should process chargebacks by merchant account number and individual returns to SWTCC’s bank account and post separately from other settlements. |  |
|  | **C.7** The Proposer should provide procedures for handling chargebacks, including but not limited to the timeframe and how SWTCC is notified. Provide fax and email notification for retrieval requests and chargebacks |  |
|  | **C.8** The proposer should be able to process credit/debit card transactions using our current payment system,TouchNet Systems. |  |
|  | **C.9** Provide details for support hours (technical and other services), contact methods (email, phone, etc.), support team, and support response time. Provide the location of the technical support and processing center. An account representative is assigned to SWTCC and assists with problem resolution, enhanced efficiency, cost reduction, PCI Compliance, etc. |  |  |
|  | **C.10** SWTCC utilizes multiple merchant IDs and terminal numbers to identify departments, payment processing systems, etc. Provide a process/procedure for adding new merchant account IDs and turnaround time. |  |  |
|  | **C.11** Describe the product available to SWTCC for reporting, payment processing, and viewing merchant statements. Describe the capability to view deposits by card type and merchant number, and research the transactions' history. What reports and report capabilities does the product have, including delivery method? Can reports be customized to meet the needs of SWTCC? Does Proposer have reports that display interchange and merchant fees by card category, rewards, PIN debit, signature credit, etc.? How long has this information been available? Proposer should include samples of all reports and descriptions of whether they are real-time or updated daily. Include an example of a monthly merchant statement and the delivery methods available. |  |  |
|  | **C.12** Provide monthly statements electronically for each merchant account number and fax as backup. Each merchant statement should be divided by sales by card types, with a breakdown by card category, including gross sales, transaction counts, credit card returns, and chargebacks. |  |
|  | **C.13** Provide transactions and costs reports at least quarterly. Provide details by card types for the new interchange rates before the increase. |  |
|  | **C.14** Provide direct assistance in purchasing PCI-compliant credit card terminals (swipe, cellular, NFC, mobile, cash registers, etc.) and software. Provide setup and programming of equipment and technical support. Terminals should have the latest technology, including EMV, P2PE, etc., and be pre-programmed to accept payments before sending the device(s) to SWTCC. |  |
|  | **C.15** Provide details on the capabilities of accepting EMV and NFC transactions, as noted in C.15, including the time these technologies have been implemented, and provide other payment type solutions offered. |  |
|  | **C.16** Provide security measures in place to protect data transmitted for processing. Describe the security measures used to prevent unauthorized user access to either the system or the data. Describe the backup or recovery plan that would continue our credit card merchant services in the case of an emergency. Provide a written agreement acknowledging the service provider’s responsibility for card information security, including financial liability in the event of a breach. |  |  |
|  | **C.17** Provide PCI-compliant certification/attestation of compliance at the signing of the contract and annual certification/attestation thereafter during the contract's duration. Assist SWTCC with PCI compliance and SAQ selection for the SWTCC environment. |  |  |
|  | **C.18** Implementation & Training* How long will implementation take once the contract is signed?
* Provide a proposed implementation plan. Describe the steps and associated timeframes.
* What assistance will be provided to transition to the Proposer’s SWTCC? Proposer will pay for any costs associated with conversion, including providing cash registers (3), printers (3), and credit card terminals (3) for the cafeterias and mobile devices (2) for concessions.
* Describe what training the Proposer will provide during implementation and any ongoing training.
 |  |  |

**ATTACHMENT 6.5 – Section C**

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| **TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C-3** **AUTOMATED TELLER MACHINE** |
| **PROPOSER NAME:** |  |
| **Proposal Page # (to be completed by Proposer)** | **Technical Approach Items** | **Points Awarded**  |
|  | **All items below are required. Failure to provide any required service(s) may be grounds for proposal rejection.** |  |
|  | **C.1** Qualifications and experience of the Proposer in providing ATM services. |  |
|  | **C.2** Outline services offered at ATM, including but not limited to:* 1. Network-affiliated banking services
	2. Cash withdrawals
	3. Deposits to checking/savings
	4. Transfers between accounts
	5. Cash Advance from credit cards
 |  |
|  | **C.3** Proposer shall describe the ATM equipment, including the manufacturer’s name and model number, and shall include brochure(s) with pictures and descriptions of the proposed model and suggested layouts.  |  |
|  | **C.4** Proposer shall service and maintain the ATM equipment, including but not limited to cleaning, maintenance, replenishing and supply of vault cash, repair, parts, and labor, and shall keep the ATM in operating order, all in the same manner and to the same degree that the Proposer SWTCC maintains its on-bank premise ATM. Maintenance and repair service shall be provided to minimize equipment downtime or inconvenience to users. |  |
|  | **C.5** The Proposer agrees to furnish literature, operating instructions, and information on where to report ATM malfunctions, phone numbers, licenses, regulations, and other required information shall be displayed appropriately with prior agreement from SWTCC, without defacing any of the facility. |  |
|  | **C.6** The Proposer shall incorporate industry improvements on ATM equipment during the contract term. Such enhancements shall include security and safety measures. |  |
|  | **C.7** SWTCC will bring electrical power utilities within a reasonable distance to the ATM equipment. Data transmission lines shall be installed at the expense of the Proposer in a manner approved by SWTCC. The Proposer shall pay connection costs from the ATM equipment to the provided utility source. SWTCC must approve the routing, designing, and installation of all ATM utilities and related equipment. |  |
|  | **C.8** Neither SWTCC nor its representatives shall be responsible to the Proposer for any damage to the ATM or related equipment. Nor shall any of these organizations be deemed to have any responsibility to customers for transactional errors resulting from malfunctions. |  |
|  | **C.9** SWTCC or the State of Tennessee shall not be held liable for any service interruption due to acts of nature, war, work stoppage, lockout, or other activities beyond its control. |  |
|  | **C.10** The Proposer shall bear the risk of loss due to theft, vandalism, casualty, or any other cause or reason and shall not be an obligation and/or risk to SWTCC. |  |
|  | **C.11** SWTCC is only responsible for general property risks of accidental loss to buildings, furniture, and equipment owned by SWTCC and provided to the Proposer under the contract, except when caused by Proposer negligence. The Proposer shall be responsible for all risks to the stock, fixtures, furnishings, equipment, and all other contents of the ATM operation owned by the Proposer. |  |
|  | **C.**12 Provide Automated Teller Machine (ATM)  service as follows:* Provide stand-alone ATM service at 3 locations – Macon, Union, and Maxine Smith
* Furnish, install, and service all necessary equipment
* Provide management and labor for the professional, efficient operation of ATM service
* At a minimum, provide stand-alone Cash Dispenser Only machines
 |  |
|  | **C.13** Implementation* How long will implementation take once the contract is signed?
* Provide a proposed implementation plan. Describe the steps and associated timeframes.
 |  |
|  | **(Maximum Section C Score = 350)** |  |

**ATTACHMENT 6.6**

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|  | **COST PROPOSAL & SCORING GUIDE** |
|  | **NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as shown.** |
| **PROPOSER NAME:** |  |
| **SIGNATURE & DATE:** |  |
| *NOTE: The signatory must be an individual or a company officer empowered to bind the Proposer contractually. If the Signatory is not the Proposer company president, evidence SHALL be attached showing the Signatory’s authority to bind the Proposer.* |
| **COST/REVENUE PROPOSAL SCHEDULE****The proposed cost, detailed below, shall indicate the price for providing the entire scope of service, including all services defined in the RFP Attachment 6.2. *Pro Forma* Contract, Scope of Services for the total contract period. To the date of the Cost Proposal opening and thereafter, in accordance with any resulting contract between the Proposer and SWTCC. All monetary amounts are United States currency. NOTICE: NO PRICING INFORMATION SHALL BE INCLUDED IN THE TECHNICAL PROPOSAL. INCLUSION OF COST PROPOSAL AMOUNTS IN THE TECHNICAL PROPOSAL WILL MAKE THE PROPOSAL NON-RESPONSIVE, AND SWTCC SHALL REJECT IT. THIS INCLUDES REFERENCES TO ITEMS INCLUDED “FREE” OR “AT NO ADDITIONAL COST”, ETC. Please refer to section 3.1 Proposal Form and Delivery for additional details.** |
| **Cost Item Description** | **Proposed Cost** |
|  | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** | **Sum**  | **Possible Points Score** | **Points Awarded** |
| Use Attachment 6.6a (separate Excel spreadsheet) to complete this section related to banking services. |  | 0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |  |  |
| Use Attachment 6.6b (separate Excel spreadsheet) to complete this section related to credit card merchant services. |  | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |  |  |
| Use Attachment 6.6b (separate Excel spreadsheet) to complete this section related to Credit Card Items needed: PCI-compliant electronic terminals and related supplies as necessary. Five-point of sale registers are needed to include a cash drawer, a handheld device, and iPad-type screen, (currently utilizing Clover devices ) |  | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |  |  |
| Use Attachment 6.6c (separate Excel spreadsheet) to complete this section related to Automated Teller Machine service. |  | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |  |  |
| Proposer shall provide check-cashing services for any Southwest Tennessee Community College-issued check, regardless of whether the payee has a bank account at the issuing bank. (Fee per check cashed) |  | 0 | 0 | 0 | 0 | 0 | 0 |  |  |
| The proposer shall make available on-site a safe for cash deposit with provisional same-day credit for the Macon and Union Campuses. This requirement may be met through a third-party contract with an armored car service.  |  | 0 | 0 | 0 | 0 | 0 | 0 |  |  |
|  |  |  |  |

**See Attachment 6.6a (Cost Proposal Banking), Attachment 6.6b (Cost Proposal Credit Card Merchant Services), and Attachment 6.6c (Revenue Proposal Automated Teller Machine) as separate Excel documents.**

**ATTACHMENT 6.6A**

**Historical Volume Data**

**Aggregate Total SWTCC Historical Volume**

|  |  |  |  |
| --- | --- | --- | --- |
| **Date** |  **Type**  | **Transactions** |  **Amount**  |
| 6/1/24-5/31/25  |  ACH Received  |  24,390  | $2,062,737.50 |
| 6/1/24-5/31/25  |  ACH Originated  |  479  | $13,977,995.58 |
| 6/1/24-5/31/25  |  Check Payments  |  8,563  | $16,588,398.03 |
|  |  |  |  |
| **Analysis Month** |  **Liquidity Type**  | **Average Balance** |  |
| June 2024 |  ECR Only DDA  | $1,084,208.00 |  |
| July 2024 |  ECR Only DDA  | $1,068,821.00 |  |
| August 2024  |  ECR Only DDA  | $1,003,479.00 |  |
| September 2024 |  ECR Only DDA  | $1,062,700.00 |  |
| October 2024 |  ECR Only DDA  | $1,172,290.00 |  |
| November 2024 |  ECR Only DDA  | $1,280,921.00 |  |
| December 2024 |  ECR Only DDA  | $1,956,899.00 |  |
| January 2025 |  ECR Only DDA  | $1,386,867.00 |  |
| February 2025 |  ECR Only DDA  | $1,638,522.00 |  |
| March 2025 |  ECR Only DDA  | $1,563,534.00 |  |
| April 2025 |  ECR Only DDA  | $1,178,163.00 |  |
| May 2025 |  ECR Only DDA  | $1,163,373.00 |  |
|  |  |  |  |

ATTACHMENT 6.7

**REFERENCE QUESTIONNAIRE**

**The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Proposer.**

The Proposer will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.5, Technical Response & Evaluation Guide, Section B, Item B.13) and enclosing the sealed reference envelopes within the Proposer’s Technical Response.

**RFP # 25-0003 REFERENCE QUESTIONNAIRE**

**REFERENCE SUBJECT:** Proposer’s Name (completed by Proposer before reference is requested)

The “reference subject” specified above intends to submit a response to (name of institution) in response to the Request for Proposals (RFP) indicated. As a part of such a response, the reference subject must include several completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

* complete this questionnaire (either using the form provided or an exact duplicate of this document);
* sign and date the completed questionnaire;
* seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
* sign in ink across the sealed portion of the envelope; and
* Return the completed questionnaire's sealed envelope directly to the reference subject.
1. **What is the name of the individual, company, organization, or entity responding to this reference questionnaire?**
2. **Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

|  |  |
| --- | --- |
| **NAME:** |  |
| **TITLE:** |  |
| **TELEPHONE #** |  |
| **E-MAIL ADDRESS:** |  |

**RFP # 25-0003 REFERENCE QUESTIONNAIRE — PAGE 2**

1. **What goods or services does/did the reference subject provide to your company or organization?**
2. **What is your overall satisfaction with the reference subject as a vendor of the above goods or services?**

*Please respond by circling the appropriate number on the scale below.*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **1** | **2** | **3** | **4** | **5** |  |
| **least satisfied** |  |  |  |  |  |  |  |  |  |  | **most satisfied** |
|  |  |  |  |  |  |  |  |  |  |

**If you circled three or fewer above, what could the reference subject have done to improve that rating?**

1. **If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.**
2. **If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.**
3. **How satisfied are you with the reference subject’s ability to perform based on your expectations and according to the contractual arrangements?**
4. **In what areas of goods or service delivery does/did the reference subject excel?**
5. **In what areas of goods or service delivery does/did the reference subject fall short?**

**RFP # 25-0003 REFERENCE QUESTIONNAIRE — PAGE 3**

1. **How satisfied are you with the reference subject’s project management structures, processes, and personnel?**

*Please respond by circling the appropriate number on the scale below.*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **1** | **2** | **3** | **4** | **5** |  |
| **least satisfied** |  |  |  |  |  |  |  |  |  |  | **most satisfied** |
|  |  |  |  |  |  |  |  |  |  |

**What, if any, comments do you have regarding the score selected above?**

1. **Considering the staff assigned by the reference subject to deliver the goods or services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?**

*Please respond by circling the appropriate number on the scale below.*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **1** | **2** | **3** | **4** | **5** |  |
| **least satisfied** |  |  |  |  |  |  |  |  |  |  | **most satisfied** |
|  |  |  |  |  |  |  |  |  |  |

**What, if any, comments do you have regarding the score selected above?**

1. **Would you contract again with the reference subject for the same or similar goods or services?**

*Please respond by circling the appropriate number on the scale below.*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **1** | **2** | **3** | **4** | **5** |  |
| **least satisfied** |  |  |  |  |  |  |  |  |  |  | **most satisfied** |
|  |  |  |  |  |  |  |  |  |  |

**What, if any, comments do you have regarding the score selected above?**

|  |  |
| --- | --- |
| **REFERENCE SIGNATURE:**(by the individual completing this Request for reference information) |  |
| **DATE:** | (must be the same as the signature across the envelope seal) |

|  |
| --- |
|  |

**ATTACHMENT 6.8**

***LISTING OF SYSTEM INSTITUTIONS***

***The following Institutions are eligible to utilize the contract resulting from this RFP.***

**Tennessee Board of Regents System Office and Colleges:**

Tennessee Board of Regents, System Office

Chattanooga State Community College

Cleveland State Community College

Columbia State Community College

Dyersburg State Community College

Jackson State Community College

Motlow State Community College

Nashville State Community College

Northeast State Community College

Pellissippi State Community College

Roane State Community College

Southwest Tennessee Community College

Volunteer State Community College

Walters State Community College

Tennessee College of Applied Technology -Athens

Tennessee College of Applied Technology -Chattanooga

Tennessee College of Applied Technology -Crump

Tennessee College of Applied Technology -Dickson

Tennessee College of Applied Technology -Elizabethton

Tennessee College of Applied Technology -Harriman

Tennessee College of Applied Technology -Hartsville

Tennessee College of Applied Technology -Henry/Carroll

Tennessee College of Applied Technology -Hohenwald

Tennessee College of Applied Technology -Jacksboro

Tennessee College of Applied Technology -Jackson

Tennessee College of Applied Technology -Knoxville

Tennessee College of Applied Technology -McKenzie

Tennessee College of Applied Technology -McMinnville

Tennessee College of Applied Technology -Memphis

Tennessee College of Applied Technology -Morristown

Tennessee College of Applied Technology -Murfreesboro

Tennessee College of Applied Technology -Nashville

Tennessee College of Applied Technology -Northwest

Tennessee College of Applied Technology -Oneida/Huntsville

Tennessee College of Applied Technology -Pulaski

Tennessee College of Applied Technology -Shelbyville

Tennessee College of Applied Technology -Upper Cumberland

Austin Peay State University

East Tennessee State University

Middle Tennessee State University

Tennessee State University

Tennessee Technological University

University of Memphis

University of Tennessee – Chattanooga

University of Tennessee – Knoxville

University of Tennessee – Martin

University of Tennessee – Memphis

University of Tennessee – Tullahoma

State of Tennessee Departments

**ATTACHMENT 6.9**

Sample Protest Bond

The Surety Company issuing bond shall be licensed to transact business in Tennessee by the Tennessee Department of Commerce and Insurance. The bond shall attach a certified and current Power of Attorney for the Surety’s Attorney-in-Fact.

KNOW ALL BY THESE PRESENTS:

That we,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Name of Protestor)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address of Protestor)

as the Party filing a protest of the State of Tennessee’s determination(s) regarding a Request for Proposal (RFP) process, hereinafter called the Protestor, and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Surety)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address of Surety)

As Surety, hereinafter called the Surety, do hereby acknowledge ourselves indebted and securely bound and held unto the State of Tennessee as Obligee, hereinafter called the Obligee, and in the penal sum of

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Dollar Amount of Bond)

Good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the Obligee has issued a Request for Proposal bearing the RFP Number:

(RFP Number)

AND, the Protestor, as an actual proposer to the RFP, claims to be aggrieved in connection with said RFP process;

AND, the signature of an attorney or the Protestor on a request for consideration, protest, motion, or other document constitutes a certificate by the signer that the signer has read such document, that to the best of the signer’s knowledge, information, and belief formed after reasonable inquiry, it is well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification or reversal of existing law, and that it is not interposed for any improper purpose, such as to harass, limit competition, or to cause unnecessary delay or needless increase in the cost of the procurement or of the litigation;

AND,neither a protest nor a stay of award shall proceed under the laws of the State of Tennessee unless the Protestor posts a protest bond, the Protestor files this protest bond payable to the Obligee with a notice of protest regarding the subject RFP process;

AND, the Obligee shall hold the protest bond for at least eleven (11) calendar days after the date of the final determination on the protest by the head of the affected agency;

AND, if the Protestor appeals the affected agency head’s determination on the protest to the Chancellor, in accordance with subsection Tennessee Code Annotated, § 12-4-109(a)(1)(E)(vii), the head of the agency shall hold said protest bond until instructed by the Chancellor as to its disposition.

NOW, THEREFORE, this obligation or bond shall remain in full force and effect, conditioned upon a decision by the Chancellor that:

A request for consideration, protest, pleading, motion, or other document is signed by an attorney or the Protestor, before or after appeal to the Chancellor, in violation of Tennessee Code Annotated, § 12-4-109(a)(1)(E)(ii);

 The Protestor has brought or pursued the protest in bad faith; or

 The Protestor’s notice of protest does not state a valid basis for protest on its face.

In which case, this obligation or bond shall be immediately payable to the Obligee. Otherwise, this obligation or bond shall be null and void.

IN WITNESS WHEREOF,the Protestor has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers,

On this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_in the year\_\_\_\_\_\_\_\_

WITNESS:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(Name of Protestor)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Authorized Signature of Protestor)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name and Title of Signatory)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Surety)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Attorney-in-Fact)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Attorney-in-Fact)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Tennessee License Number of Surety

**ATTACHMENT 6.10**

 **Request for Vendor Registration**

All Proposers are encouraged to complete the TBR Total Supplier Management (TSM) vendor registration process with the Institution and become registered. Although vendor registration with the Institution is not required to submit a bid, a resulting contract and/or PO from this RFQ process cannot be finalized without the successful Proposer's registration.

In addition to the above, the Institution will work with Proposers and the Governor’s Go-DBE Office to allow Proposers to obtain official state certification. For information regarding staff of the Governor’s Go-DBE Office to assist strategic suppliers, as well as general public information relating to this RFP, visit:

<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/go-dbe.html>

For assistance with this process, Proposers can contact procurementpartnerships@tbr.edu

**Click on the URL below to register your company in our TSM vendor system.**

<https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=TBRCentralOffice&tmstmp=1466527285763>

If you have completed the TSM vendor registration process or if you have previously registered in the TBR TSM vendor registration system, please enter your Supplier ID #\_\_\_\_\_\_\_\_\_\_\_\_

If you have not completed the TSM vendor registration process, please check here \_\_\_\_\_\_\_\_\_.

Is Parent company located outside of the United States: Yes\_\_\_\_\_\_\_\_\_\_ No \_\_\_\_\_\_\_\_\_\_\_\_

 If Yes, what country is the Parent company located: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT 6.11**

**Vendor Product Accessibility Statement and Documentation**

***Purpose of Accessibility Statement***

An effective Accessibility Statement includes several key components, including:

* A clear statement of commitment to ensuring equal access for all users
* Required written documentation on the level of conformance with THEC/TBR accessibility standards
* Information for users with disabilities regarding product/service accessibility features and gaps
* A mechanism to allow users to provide accessibility feedback
* Links to resources (internal or external) that provide additional or related information

***Key Components***

Commitment Statement

* Emphasize commitment to ensuring the accessibility of the product/service.
* Note any ongoing efforts to monitor for and remediate accessibility issues as they are identified.

Required Documentation

1. Provide written documentation on
	1. how the product/service meets the THEC/TBR accessibility standards,
		1. [WCAG 2.1 A&AA Guidelines](https://www.w3.org/TR/WCAG20/)/[ISO/IEC 40500:2012](http://www.iso.org/iso/home/store/catalogue_tc/catalogue_detail.htm?csnumber=58625)
		2. [508](https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh) Voluntary Product Accessibility Template ([VPAT](http://www.itic.org/dotAsset/5644ecd2-5024-417f-bc23-a52650f47ef8.doc))
		3. And [EPUB3 Accessibility Guidelines](http://www.idpf.org/accessibility/guidelines/) (if applicable)
	2. any available accessibility testing results
		1. List any third-party agencies with whom you have worked to evaluate accessibility support
		2. Describe any formal testing process you use to determine accessibility support
		3. Indicate if you conduct user testing with persons with disabilities to verify accessibility support
	3. Include the [Conformance and Remediation](https://www.tbr.edu/sites/tbr.edu/files/media/2016/02/Conformance%20and%20Remediation%20Form.docx) Form when standards conformance is not fully achieved to demonstrate the vendor’s planned roadmap to full conformance.
2. Provide links to other internal accessibility documentation (e.g., accessibility information within general product documentation, FAQs, best practices, tutorials, case studies, or white papers).
	1. Note any other best practices or guidelines utilized during design and development (if applicable).

Product Usage Information for Users with Disabilities

* Describe any product features that may improve accessibility for users with disabilities, including:
	+ Accessibility-specific features (e.g., the ability to adjust font size and color/contrast settings for text or the availability of closed captions for videos)
	+ General product features that may benefit users with disabilities (e.g., an ‘HTML 5’ mode optimized for mobile platforms that improves keyboard-only navigation).
* Describe any high-impact product accessibility gaps and suggested interim workarounds allowing users to complete key tasks until the gaps are resolved. For example, if a technical support website isn’t compatible with screen readers used by the blind, appropriate interim workarounds might include:
	+ Alternative business processes that bypass the accessibility barrier (e.g., providing phone-based support until the web-based support site is accessible)
	+ Use a third-party product to replace or supplement inaccessible product functions (e.g., indicating that users may submit or check the status of technical support tickets via email).
* Describe accessibility features provided by your communication channels (e.g., a deaf or hard-of-hearing user may contact you via a TTY line or access support personnel familiar with telephone relay services).

Feedback Mechanism

* Indicate whether you have specific resources devoted to handling accessibility questions/concerns and provide the contact information for these resources.
* Provide a specific mechanism for users to contact:
	+ Request accessibility-related assistance
	+ Report accessibility problems
	+ Request information in accessible alternate formats

***Implementation Recommendations***

Ensure that the Accessibility Statement is Easily Located on the Company Website.

* Provide a hyperlink that points to the Accessibility Statement and meets the following criteria:
	+ Descriptive (e.g., ‘Accessibility’ or ‘Disability Access’)
	+ Prominently positioned (e.g., on the landing page, help/support page, and/or site map)
	+ Easily identified (e.g., adequate text size and color/contrast, not the last link in a complex page)

Keep the Information in the Accessibility Statement and Documentation Current.

* Since accessibility support changes over time due to product updates, accessibility evaluations, and remediation activities, regularly review and update the Accessibility Statement to remain up-to-date.
* Include a revision date for the Accessibility Statement so end users know whether the information is current.

Direct any questions or comments to the institutional Accessibility Liaison (amie.nephew@tbr.edu).

**ATTACHMENT 6.12**

**Accessibility Conformance and Remediation Form**

***Instructions***

This form serves as a means for auditors and vendors to document accessibility gaps associated with AIMT goods and to indicate plans for addressing these gaps.

We ask that you complete the **form** provided on the next page as follows:

1. **Product/Vendor Information:** Provide the information requested
2. **Issue Description:** List each major accessibility issue for the product, including the following:
	* Gaps identified from the Accessibility Standards and Voluntary Product Accessibility Template (VPAT)
	* Gaps identified in other product support documentation
	* Gaps identified by a third-party accessibility evaluation report (if available)
3. **Current Status:** Enter one of the following values:
	* Open: The issue has not yet been resolved
	* Closed: The issue has already been resolved
	* I/P: The issue is currently under investigation
	* Other
4. **Disposition:** Enter one of the following values:
	* Planned: The issue will be resolved
	* Deferred: The issue will not be resolved
	* I/P: The issue is currently under investigation
	* Other
5. **Remediation Timeline:** Enter when you anticipate that the issue will be resolved
6. **Available Workarounds (for vendor only)**: Describe the business processes vendor will offer or third-party goods that should be considered to work around the issue until complete remediation
7. **Comments (optional)**: Provide details/description regarding the issue
8. **Additional Information (optional)**: Provide any additional discussion regarding accessibility plans



**ATTACHMENT 6.13**

**The proposer will list any exceptions to the Pro Forma agreement.**

|  |  |
| --- | --- |
| Exception 1. |  |
| SWTCC Pro Forma Contract Section |  |
| Proposer's Response: |  |

|  |  |
| --- | --- |
| Exception 2. |  |
| SWTCC Pro Forma Contract Section |  |
| Proposer's Response: |  |

|  |  |
| --- | --- |
| Exception 3. |  |
| SWTCC Pro Forma Contract Section |  |
| Proposer's Response: |  |

|  |  |
| --- | --- |
| Exception 4. |  |
| SWTCC Pro Forma Contract Section |  |
| Proposer's Response: |  |

|  |  |
| --- | --- |
| Exception 5. |  |
| SWTCC Pro Forma Contract Section |  |
| Proposer's Response: |  |

|  |  |
| --- | --- |
| Exception 6. |  |
| SWTCC Pro Forma Contract Section |  |
| Proposer's Response: |  |

|  |  |
| --- | --- |
| Exception 7. |  |
| SWTCC Pro Forma Contract Section |  |
| Proposer's Response: |  |

 **ATTACHMENT 6.14**

**Proposer Checklist for Prevention of Common RFP Mistakes that Lead to Proposal Rejection**

1. **Attachment 6.5 – Mandatory Requirements: MUST BE PROVIDED IN THE FORMAT REQUESTED, AS STATED BY EACH REQUIREMENT**

**\_\_\_ Petty Cash, Payroll and Operating Account, or an imprest checking account according to the provisions set out (Attachment 6.2)**

**\_\_\_ Current Certificate of Insurance with RFP (Attachment 6.5, A.8)**

* **Acknowledgement:**
	+ **If Proposer does not have the required insurance limits at the time of submission, Proposer must still submit a valid and current insurance certificate.**
	+ **However, a successful Proposer can submit a certificate with the required limits before TBR awards the contract.**

**\_\_\_ Completed Ownership Ethnicity Form (Attachment 6.1)**

**\_\_\_ Statement regarding Conflict of Interest (Attachment 6.5, A.2)**

**\_\_\_ Signed and dated “Proposal Transmittal and Statement of Certifications and Assurances”**

 **form (Attachment 6.3, A.1)**

1. **Submission of Proposal**

**\_\_\_ On-Time Submittal (§1.9)**

* **Deadline is in Section 2 – Schedule of Events**
* **Submission by deadline includes Technical Proposal and Cost Proposal**
* **Late Proposals will be IMMEDIATELY DISQUALIFIED**

**\_\_\_ Separately Sealed Cost & Technical Proposals (Attachment 6.5.A.)**

**\_\_\_ NO Cost Data of ANY type (required cost or optional cost) in Technical Proposal (§§3.21, 3.3)**

* **Including ANY costs in the Technical Proposal may result in IMMEDIATE DISQUALIFICATION**

**\_\_\_ A proposer may not submit alternate proposals unless requested and must not submit one**

 **proposal as the prime contractor and another as a subcontractor**

 **Correct Format (§3):**

**\_\_\_ One (1) Original Technical Proposal (§3.1.2)**

**\_\_\_ One (1) Electronic Technical and Cost Proposal (§3.1.2)**

**\_\_\_ One (1) Original Cost Proposal (§3.1.2)**

**\_\_\_ Original Signature on Original Proposal. NO copied or digital Signatures on the Original**

 **(Attachment 6.5)**

1. **Exceptions to Pro Forma Agreement (Attachment 6.13)**

**\_\_\_ Review any “exceptions” to the Pro Forma Agreement**

**\* This checklist does not represent either a complete list of or a replacement for the mandatory requirements listed in the RFP. This checklist is ONLY A TOOL meant to assist in preventing disqualification.**

**\*\* Please also note that notations on proposals that materials submitted be kept confidential will not be honored. All bid documents and contracts become public records.**