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| **REQUEST FOR PROPOSAL** |

**Banking Services**

|  |  |
| --- | --- |
| **MSCC RFP #** | 25-02 |
| **Proposal Due** | 12/11/2024 |
| **Date/Time** | 12:00pm CT |

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**1 INTRODUCTION**

**1.1 Background**

Motlow State Community College is a public, multi-campus college offering certificates, associate degrees, and flexible learning pathways for early transfer, college preparation, and workforce training. Students are prepared for employment, career advancement, and four-year college or university transfer. The College serves an eleven-county area comprised of full-time, part-time, traditional, and non-traditional age students from diverse socio-economic populations with disparate educational and cultural backgrounds. The College offers high quality accredited educational programs and a variety of support services emphasizing and promoting student success.

Motlow State Community College, hereinafter Institution, seeks to promote and ensure equal opportunity for all persons without regard to race, color, religion, sex, ethnic or national origin, sexual orientation, gender identity, genetic information, disability status, age or status as a protected veteran and shall fully comply with Executive Order 11246, as amended, and all other applicable federal and state equal opportunity laws.

**1.2 Statement of Procurement Purpose**

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

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

The Institution intends to secure a contract for a Banking Services as further defined in Attachment 6.4,RFP Requirements.

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

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

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

It is acknowledged that Motlow State Community College is issuing this proposal, with the option for other Tennessee Board of Regents institutions to utilize the resulting Contract. A listing of these institutions is provided in Attachment 6.8**.** After the initial term of the resulting Contract, and each year of the Contract thereafter, the Institution reserves the right to re-negotiate more favorable terms/pricing if more institutions provided in Attachment 6.8 choose to join the resulting Contract.

**1.5 Nondiscrimination**

The Contractor shall abide by all applicable federal and state laws pertaining to 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 and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination**.**

The Institution 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.

Barbara Scales

Executive Director of Organizational Culture & Enrichment

5002 Motlow College Blvd

Smyrna, TN 37167

(615) 220-7976

[bscales@mscc.edu](mailto:bscales@mscc.edu)

**1.6 Assistance to Proposers with a Disability**

A Proposer with a handicap or disability may receive accommodation relating to the communication of this RFP and participation 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 the Institution other than theSolicitation 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 Coordinator, who is the Institutions only official point of contact for this RFP:

Emily O’Neal

Purchasing and Contract Specialist

Motlow State Community College

6015 Ledford Mill Road

Tullahoma, TN 37388

Phone: 931-393-1930

[purchasingcontracts@mscc.edu](mailto:purchasingcontracts@mscc.edu%20)

1.7.2 The Institution has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:

RFP 25-02

1.7.3 Any oral communications shall be considered unofficial and non-binding with regard to this RFP. Only the Institution’s official, responses and communications, as defined in Section 1.7.7 below, shall be considered binding with regard to this RFP. The Institution’s official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.

1.7.4 The RFP 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 the Institution. The Institution assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital “postmarking” of a communication or proposal to the Institution by the specified deadline date shall not substitute for actual receipt of a communication or proposal by the Institution.

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

1.7.6.1 The institution 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, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the Institution. For Internet posting, please refer to the following website:  [*https://www.motlow.edu/financial/business-office/*](https://www.motlow.edu/financial/business-office/)*.*

1.7.7 Any data or factual information provided by the Institution (in this RFP, An RFP Amendment or any other communication relating to this RFP) is for informational purposes only. The institution will make reasonable efforts to ensure the accuracy of such data or information, however it is the Proposer’s obligation to independently verify any data or information provided by the Institution. The Institution expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Proposers.

**1.8 Proposer Identification MUST be Concealed**

Each potential Proposer should submit a Notice of Intent to Propose to the RFP Coordinator 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 making a proposal, 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. It is the responsibility of the Proposer to ascertain any additional requirements with respect to packaging and delivery to the Institution. Proposers should be mindful of any potential delays whether foreseeable or unforeseeable.

**1.11 Pre-Proposal Conference (Mandatory)**

A Pre-Proposal Conference will be held at the time and date in the RFP Section 2, Schedule of Events. The purpose of the conference is to discuss the RFP scope of services. No oral questions will be entertained prior to the pre-proposal conference. Questions may be submitted to the RFP Coordinator in writing prior to 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. All Proposers must submit any questions asked during the Pre-Proposal Conference, as well as any additional questions concerning the RFP in writing prior to the Written Comments Deadline date in the RFP Section 2, Schedule of Events. Additional Questions, as well as any questions asked at the Pre-Proposal Conference, concerning the RFP must be submitted in writing prior to the Written Comments Deadline date 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 the Institution as described in RFP Section1.7, above and on the date detailed in the RFP Section 2, Schedule of Events. Pre-Proposal Conference attendance **is mandatory**, and each potential Proposer will be limited to a maximum of two attendees.

The conference will be held at:

Motlow State Community College

6015 Ledford Mill Road

Clayton/Glass Library Building Conference Room 129

Tullahoma, TN 37388

**2 RFP SCHEDULE OF EVENTS**

The following Schedule of Events represents the Institution'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., CT.

|  |  |  |
| --- | --- | --- |
| **NOTICE: The Institution reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. The Institution will communicate any adjustment to the Schedule of Events to the potential Proposers from whom the Institution has received a Notice of Intent to Propose.** | | |
| **EVENT** | **TIME** | **DATE (all dates are Institution business days)** |
| 1. Institution Issues RFP | 4:30pm | 11/01/2024 |
| 1. Disability Accommodation Request Deadline | 4:30pm | 11/08//2024 |
| 1. Mandatory Pre-Proposal Conference – Clayton/Glass Conference Room129 -– Moore County Campus | 11:00am | 11/13/2024 |
| 1. Written Question Deadline | 4:30pm | 11/15/2024 |
| 1. Institution Responds to all Questions | 4:30pm | 11/20/2024 |
| 1. Notice of Intent to Propose | 4:30pm | 11/22/2024 |
| 1. Proposal Deadline | 12:00pm | 12/11//2024 |
| 1. Proposal Opening | 1:00pm | 12/11/2024 |
| 1. Institution Completes Technical Proposal Evaluations | 4:30pm | 12/19/2024 |
| 1. Institution Opens Cost Proposals and Calculates Scores | 9:00am | 12/20/2024 |
| Institution Issues Intent to Award Letter and Opens RFP Files for Public Inspection | 4:30pm | 01/07/2025 |
| Insurance Certificate Deadline | 4:30pm | 01/09/2025 |
| Award of Contract | 4:30pm | 01/24/2025 |
| Contract Effective Date | 8:00am | 02/01/2025 |

3 PROPOSAL REQUIREMENTS

Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. The Institution reserves the right to further clarify and request amended proposals and/or to negotiate with the best evaluated Proposer subsequent to award recommendation but prior to contract execution if deemed necessary by Institution. Any amendment or negotiation shall be within the scope of the original procurement. Institution may initiatenegotiations which serve to alter the bid/proposal in a way favorable to the Institution. 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).

* + - 1. 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 [purchasingcontracts@mscc.edu.](mailto:purchasingcontracts@mscc.edu. ) Motlow State is not responsible for the timely receipt of submission electronically (e.g., email attachment size limits, file share application compatibility, etc.). It is the responsibility of the Proposer to ensure documents are delivered and accessible per deadline.

* + - 1. When submitting **electronically**, email subject line should be:

#### **“Proposal for RFP 25-02”**

* + - 1. 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.

* + - 1. See Section B.12. for submission of Client References. Client References may be submitted via email to [purchasingcontracts@mscc.edu](mailto:purchasingcontracts@mscc.edu%20) directly from the client submitting the reference.
    1. When submitting a **hard copy** Proposal:
       1. Each Proposer must submit one (1) print version, and one (1) \*electronic, version of the Technical Proposal to the Institution in a sealed package that is clearly marked:

#### **“Technical Proposal for RFP 25-02 – 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).

#### The Proposer must sign and date the Technical Proposal. Failure to submit one technical proposal with a signature may be cause for rejection of the proposal. The signature should be on Attachment 6.5, Technical Proposal and Evaluation Guide, and must be an individual who has the authority to legally bind the Proposer.

* + - 1. Each Proposer must submit one (1) print version, one (1) \*electronic version of the Cost Proposal to the Institution in a separate, sealed package that is clearly marked:

#### **“Cost Proposal for RFP 25-02 – 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. The Proposer must sign and date the Cost Proposal. Failure to submit one cost proposal with a signature may be cause for rejection of the proposal. The signature should be on Attachment 6.6, Cost Proposal and Scoring Guide, and must be an individual who has the authority to legally bind the Proposer.

* + - 1. The Cost Proposal must be submitted to the Institution in a sealed package separate from the Technical proposal.
      2. 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 25-02”**

* + - 1. Email to the shall be sent to with tracking number to notify Motlow that a hard copy has been sent.

3.1.5 The Institution 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 will remain unopened and filed in the RFP file.

Emily O’Neal

Purchasing and Contract Specialist

Motlow State Community College

6015 Ledford Mill Road

Tullahoma, TN 37388

Phone: 931-393-1930

[purchasingcontracts@mscc.edu](mailto:purchasingcontracts@mscc.edu%20)

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 as well as technical queries requiring a written response.

***NOTICE: NO COST OR PRICING INFORMATION SHALL BE INCLUDED IN THE TECHNICAL PROPOSAL. THIS INCLUDES REFERENCES TO ITEMS THAT ARE INCLUDED “FREE” OR “AT NO ADDITIONAL COST”, ETC. INCLUSION OF COST OR PRICING INFORMATION IN THE TECHNICAL PROPOSAL MAY MAKE THE PROPOSAL NON-RESPONSIVE, AND THE INSTITUTION MAY REJECT IT, AT ITS SOLE DISCRETION.***

3.2.2 Each Proposer must 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, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible). All proposal pages must be numbered.

3.2.4 All information included 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 specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.

3.2.5 The Institution 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 Institution 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

3.2.7 **The Proposer must sign and date the Technical Proposal. Digital, electronic, or facsimile signatures will not be acceptable as the original signature. Failure to submit one (1) original with an original signature will be cause for rejection of the proposal.**

3.2.8 In the event 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 the Institution 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.

3.3.4 The proposed cost shall incorporate all costs for 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 not be acceptable as the original signature. Failure to submit one (1) original with an original signature will be cause for rejection of the proposal.**

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

3.3.7 If a Proposer fails to submit a Cost Proposal as required, the Institution shall determine the proposal 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 the Institution 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 and included in Attachment 6.13.

**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 alternatives, revisions or additions will not be considered.** A proposal that limits or changes any of the terms or conditions contained in the Pro Forma Contract may be considered non-responsive.

4.2 RFP Amendment and Cancellation

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

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

4.3.2 Each proposal must comply with all of the terms of this RFP and all applicable state laws and regulations. The Institution 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 proposal of alternate services (*i.e*., a proposal that offers services different from those requested by this RFP) shall be considered non-responsive and rejected.

4.3.4 A Proposer may not restrict the rights of the Institution or otherwise qualify a proposal. The Institution may determine such a proposal to be a non-responsive counteroffer, and the proposal 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 The Institution 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 time of detection, the Institution shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.

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

* + - 1. An individual shall be deemed a State employee until such time as 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 a controlling interest is held by any State employee 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.
    1. The Institution reserves the right, at its sole discretion, to waive a proposal’s variances from full compliance with this RFP. If the Institution waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with the RFP.
  1. Incorrect Proposal Information

If the Institution 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 incorrect, that proposal shall be determined non-responsive and shall be rejected.

4.5 Proposal of Additional Goods and/or services

If a proposer offers related goods and/or services in addition to those required by and described in this RFP, the additional goods and/or services may be added to the Contract before contract signing at the sole discretion of the Institution. Proposers must provide a detailed description of each related product and/or service offered in addition to those specified in this RFP to be considered for inclusion 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 proposed additional goods and/or services will not be used in evaluating 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 the Institution.  The Institution 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 the work each subcontractor will perform (refer to RFP Attachment 6.4., Section B, Qualifications & Experience Requirements, Item B.15.).

4.6.3    Subcontractors identified within a response to this RFP will be deemed as approved by the Institution unless the Institution expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

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

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

4.7 Right to Refuse Personnel

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

4.8 Insurance

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

B. The Contractor shall maintain a commercial general liability policy.  The commercial general liability policy shall provide coverage which includes, but is 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 Contractor shall maintain workers’ compensation coverage, or a self-insured program as required under Tennessee law.  The Contractor shall deliver to the Institution both certificates of insurance no later than the effective date of the Contract.  If any policy providing insurance required by the Contract is cancelled prior to the policy expiration date, the Contractor, upon receiving a notice of cancellation, shall give immediate notice to the Institution.

C. The enumeration in the Contract of the kinds and amounts of liability insurance shall not abridge, diminish or affect the Contractor’s legal responsibilities arising out of or resulting from the goods and/or services under this Contract.

**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 the Institution as a part of a response to this RFP, shall be properly 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. The Institution 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 the collection of Tennessee sales and use tax. The Institution 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 of an award of a contract pursuant to this solicitation. For purposes of this registration requirements, Proposer should visit <https://apps.tn.gov/bizreg/>.

4.10 Financial Stability

The successful Proposer will be required to provide information to the institution to demonstrate financial stability and capability prior to award of contract. These requirements are included but not limited to the requirements 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 time 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 the Institution, 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 the Institution.

4.13 Proposal Preparation Costs

The Proposer is responsible for all costs associated with the preparation, submittal, or presentation of any proposal.

4.14 Continued Validity of Proposals

Proposals shall state that the offer contained therein is valid for a minimum of one hundred twenty (120) days from the date of opening. This assures that Proposers’ offers are valid for a period of time sufficient for thorough consideration. Proposals which 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 the Institution in response to this RFP shall become the property of the Institution. 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 review by the public 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 in accordance with 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 evaluation of the responses to the re-advertisement is complete.

4.16 Contract Approval

The RFP and the successful proposer selection processes do not obligate the Institution 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 Institution obligations pursuant thereto shall commence only after the contract is signed by the Contractor and all other Institution/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 the Institution. The Institution will employ all reasonable means to ensure that goods delivered and/or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

**4.18 Contract Amendment**

After contract award, the Institution 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, the Institution will provide the Contractor a written description of the additional goods and/or services. The Contractor must respond to the Institution with a time 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 the Institution and the Contractor reach an agreement regarding the goods and/or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods and/or services must be signed by both the Institution and the Contractor and must be 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 the Institution 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, and the rights and obligations of the Institution 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**

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

4.21 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)).

Protest Procedures

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

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

After you click on the link, go to Section VIII Protested Bids.

A sample protest bond format is provided as Attachment 6.11. 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 Written Comments Deadline and the Protester did not raise the issue in a Written Comment.

**5 PROPOSAL EVALUATION & CONTRACT AWARD**

**5.1 Evaluation Categories and Maximum Points**

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

|  |  |
| --- | --- |
| **CATEGORY** | **MAXIMUM POINTS POSSIBLE** |
| Qualifications and Experience | **300** |
| Technical Requirements | **300** |
| Cost/Revenue Proposal | **400** |

5.2 Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Proposer offering the lowest cost, but rather to the responsive and responsible Proposer deemed by the Institution to offer 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 that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which 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 Evaluation Team 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 Evaluation Team determines that a proposal may have failed to meet one or more of the mandatory requirements, Assistant Vice President for Business and Finance will review the proposal and document his/her determination of whether: (1) the proposal meets requirements for further evaluation; (2) the Institution will request clarifications; or (3) the Institution 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 Executive Vice President for Business and Finance 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 Institution 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 in accordance with the RFP Attachment 6.5, Technical Proposal and Evaluation Guide.

5.2.1.4 The Institution 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 such clarification or discussion shall be limited to specific sections of the proposal identified by the Institution. The Proposer shall submit its resulting clarification to the Institution in the format specified in the clarification request.

**5.2.2** **Cost Proposal Evaluation**

After the Technical Proposal evaluation, has been completed, 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.

5.2.3 **Total Proposal Score**

The Solicitation Coordinator will calculate the sum of the Technical Proposal scores and the 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 Coordinator will forward the results of the proposal evaluation process to the appropriate institution official who will consider the proposal evaluation process results and all pertinent information available to make a determination about the contract award. The Institution reserves the right to make an award without further discussion of 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 institutional official.

5.3.2 After the appropriate official’s determination, the Institution will issue an Intent to Award as specified in 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 apparent best-evaluated proposal or any other Proposer.**

5.3.3 The Institution will make the RFP files available for public inspection as in the RFP Section 2, Schedule of Events following issuance of the Intent to Award.

5.3.4 The Proposer with the apparent best-evaluated proposal must agree to and sign a contract with the Institution that shall be substantially the same as the RFP Attachment 6.2, Pro Forma Contract.  
  
Prior to 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 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, the Institution may determine that the Proposer is non-responsive to the RFP terms and reject the proposal.

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

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| |  |  | | --- | --- | | cid:image003.png@01D1A7AB.2F5FD1B0 | **ATTACHMENT 6.1** |  |  | | --- | | MINORITY / ETHNICITY FORM |   To comply with reporting regulations required by the State of Tennessee and the United States federal income tax laws, it is necessary that the following information be provided prior to the issuance of any contract.   |  |  | | --- | --- | | 1. Name of Contractor:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Federal ID / Social Security Number:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | 2. Is Contractor a US citizen?  Yes  No  If no, state country of citizenship:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (If not a US Citizen, please include a copy of Visa with this form.) | | 3. Kind of Ownership (Check one):  Govt. (GO)  Agency of the State of Tennessee (SA)  Non-Profit (NO)  Majority (MJ)  Minority\* (see reverse side for definition)  Woman (WO)\*\* (see reverse side for definition)  Small (SM)\*\*\* (see reverse side for definition)  Service-Disabled Veteran\*\*\*\*(see reverse side for definition)  Persons with Disabilities, Disabled Business Enterprise (DSBE) | 4. Minority / Ethnicity Code (Check One):  African American (MA)  Native American (MN)  Hispanic American (MH)  Asian American (MS)  Other Minority (MO)  Specify: \_\_\_\_\_\_\_\_\_ | | 5. Preference for reporting purposes: (Note: If Contractor qualifies in multiple categories as small, woman-owned and/or minority, Contractor is to specify in which category he / she is to be considered for reporting and classification purposes.)  Small Minority Woman-Owned Service-Disabled Veteran  Persons with Disabilities | | | 6. Certification: I certify that all the information as completed above is accurate and true.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature Date  Name (Printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |   \***Minority Ownership Clarification:**  "Minority owned business" means a business that is a continuing, independent, for profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals who are impeded from normal 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 useful 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 are required to be met in order 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 mean 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 that is a continuing, independent, for profit business located in the state of Tennessee that performs a commercially useful 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 useful function, and   1. is at least fifty-one percent (51%) owned and controlled by one (1) or more service-disabled owned veterans; 2. In the case of a business solely owned by (1) 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 veteran and whose management and daily business operations are under the control of one (1) or more service-disabled veteran.   **\*\*\*\*\*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 useful 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 is 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  
 CONTRACT

BANKING AGREEMENT

BETWEEN

MOTLOW STATE COMMUNITY COLLEGE

AND

(BANK)

THIS AGREEMENT is made this \_\_day of \_\_\_ , 2025 by and between Motlow State 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 for the deposit accounts of the Institution for Payroll and Operating Account, and the Motlow College Foundation Operating Account and to provide certain banking services and credit card processing functions 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 defined in Attachment B.

B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing on February 1, 2025 and ending on January 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. By mutual agreement, this Agreement may be renewed (extended) for additional period or periods of time representing increments of no more than one year, and a total contract term of no more than five (5) years, under the same terms and conditions or duly authorized amendments thereto.

C. STANDARD TERMS AND CONDITIONS:

C.1. Required Approvals. The Institution is not bound by this Contract until it is approved by the appropriate officials in accordance with 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 for any reason. 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 whatsoever of any description or amount 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 virtue of any breach of this Contract by the Bank.

C.5. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that 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 whatsoever 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 such subcontracts are approved by the Institution, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination". Notwithstanding any use of approved subBanks, the Bank shall be the prime Bank and shall be 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 shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

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 as well as 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. The parties hereto, in the performance of this Contract, 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. If any terms or conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall 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 are governed by the applicable provisions of T.C.A. Title 9 Chapter 4 and by the Tennessee Board of Regents Policy No. 4:01:01:10, both of which are incorporated by reference into this Agreement.

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

D.3. Federal Funds will be housed and/or disbursed in the operating account and the payroll account 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 and shall provide 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 Treasury, the Bank must abide by the provisions set forth in T.C.A. § 9-4-501-523.

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

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

, President

, Executive Vice President for Business and Finance

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

, President

, Executive Vice President for Business and Finance

d. Motlow College Foundation Operating Account - Requires any two signatures of the following:

, President

, Motlow College Foundation, Treasurer

, Motlow College Foundation, Chair

D.7. All checks, drafts or other methods of withdrawing funds from the payroll and operating accounts require the signatures of both the Executive Vice President of Business and Finance and the President for the institution. For the Foundation, two of the following three must be included which are the President, the Motlow College Foundation, Treasurer, and the Motlow College Foundation, Chair.

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

D.9. The Bank shall provide documentation verifying, and shall 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 amount of funds deposited will not exceed one-fourth (1/4) of the paid in capital stock and surplus of the Bank. 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 in lieu 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 and all 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), sustained or alleged to have been sustained in connection with or to have arisen out of the 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.

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

D.17. Savings and loan associations must agree to comply with the collateral security requirements of Tennessee Board of Regents Policy No. 4:01:01:10 and state law and shall provide upon request the following:

1. An opinion of legal counsel that the association has the authority to collateralize public funds;
2. A resolution adopted by the board of directors authorizing such investments; and
3. Appropriate written instructions for the transfer of funds.

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 which relate to any changes to the Contract shall not be considered effective until agreed to, in writing, by both parties.

E.2. Contract Documents. Included in this Contract by reference are the following documents:  
  
a***.*** This Contract document and its attachments  
b***.*** The Request for Proposal and its associated amendments  
c***.*** The Bank’s Proposal  
  
In the event of a discrepancy or ambiguity regarding the interpretation of this Contract, these documents shall govern in order of precedence as listed above.

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 period 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 utilize the service of illegal immigrants in the performance of a contract or who knowingly utilize 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 Contactor 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, who will utilize the services of illegal immigrants in the performance of the Contract.

If 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. Bank may appeal the one (1) year by utilizing an appeal 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 Institution.

E.7. Data Privacy and Security.

Data Privacy. "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 Contract that: (i) 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 (ii) 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.

Bank represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information complies with all applicable international, 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, as amended, together with regulations promulgated thereunder .

Some Personal Information provided by Institution to Bank 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 the purposes of this Contract.

With respect to any processing of personal data of persons located in, or personal data obtained from within, the European Union (EU), Bank certifies that it will comply with all applicable laws or regulations related to acceptance, transmission, and/or storage of such personal data as defined by and in accordance with the EU’s General Data Protection Regulations (“GDPR”). Bank will only act on the written instruction of the Institution and will assist the Institution in compliance with GDPR in relation to the security of processing, the notification of personal data breaches, data protection impact assessments, answering data subjects’ requests, and allowing data subjects to exercise their rights under the GDPR. Bank consents to audits and inspections as necessary to ensure compliance with these provisions.

Data Security. Bank represents and warrants that Bank will maintain compliance with the SSAE 16 standard, and shall undertake any audits and risk assessments Bank deems necessary to maintain compliance with SSAE16.

Incident Response.  "Security Incident" means any reasonably suspected breach of information security, 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: (i) 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; (ii) 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 (iii) notify Institution of any such Security Incident by email to [raustin1@mscc.edu](mailto:raustin1@mscc.edu) with a copy by e-mail to Bank's primary business contact at the Institution.

Bank shall use best efforts to immediately mitigate or resolve any Security Incident, 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.

Return of Personal Information.  At any time during the term of this Contract, at the Institution’s written request or upon the termination or expiration of this Contract, 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.

E.8. 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 Contract through a click-wrap agreement. This Contract 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.9. Binding Contract. The Bank fully understands that this Contract 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 by their duly authorized representatives set their signatures.

|  |  |
| --- | --- |
| BANK LEGAL ENTITY NAME:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name and Title  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date | MOTLOW STATE COMMUNITY COLLEGE  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Michael Torrence, President  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date |

**TENNESSEE BOARD OF REGENTS**

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

Signature

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

Flora W. Tydings, Chancellor

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

Date

**ATTACHMENT A**

**CONTRACTOR’S RESPONSIBLITIES**

**1.0 DESCRIPTION AND SCOPE OF SERVICES REQUESTED**

1.1 The Institution solicits proposals to provide banking services for any or all of the following:

1.1.1 A general operating account and related banking services;

1.1.2 A payroll account and related banking services;

1.1.3 Foundation operating account and related banking services;

1.1.4. Provide free personal checking/savings/ATM card accounts for students and employees needed for direct deposit payments from Institution.

* 1. Information on the estimated number and volume of banking transactions, and other pertinent data and background information on the Institution is provided in Attachment 6.9.
  2. The handling of MSCC funds and accounts are governed by Tennessee Code Annotated (T.C.A.) Chapter 4 of Title 9 and by TBR Policy No. 4:01:01:10. These provisions shall be incorporated by reference into the Contract.
  3. See the attached copy of TBR Policy No. 4:01:01:10 "Policy on the Deposit and Investment of Funds."
  4. A copy of T.C.A. Chapter 4 of Title 9 is available upon request, or by accessing the following web address: http://www.lexisnexis.com/hottopics/tncode/
  5. Proposer must meet the following minimum requirements and shall furnish appropriate documentation with proposal to substantiate the requirement.
     1. Member FDIC or FSLIC;
     2. 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.”
     3. Have, or will have by the contract date, an office within 10 miles of the Institution’s main campus in Moore County.
     4. Have, by the contract date, an office within 10 miles of the Institution’s campuses in Fayetteville, McMinnville, and Smyrna or acknowledge that the bank will enter into a separate banking agreement for that particular location(s).
     5. The bank must allow for the Institution’s existing credit card agreement with FiServ-Suntrust.
  6. ORGANIZATION, SIZE, STRUCTURE AND FINANCIAL CONDITION. The Proposer shall provide all pertinent information that would substantiate the Proposer's qualifications and capabilities to perform the services as described in Attachment 6.5. The Proposer must complete attachments, as well as additional pages if necessary, to address information presented that should include:
     1. The Proposer's most recent audited financial statements.
     2. Documentation verifying the following:
        1. The Proposer 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;
        2. The capital stock of the Proposer is fully paid-in;
        3. The amount of the paid-in capital and surplus of the Proposer as of the date of its last audited financial statements;
        4. That the Proposer can comply with the collateral security requirements for all accounts (See Section 2.0.);
        5. The names of the members of the Board of Directors, and officers of the Proposer;
        6. The name of the holding company of the Proposer, if applicable;
        7. The names of the owners of ten percent (10%) or more of the stock of the Proposer.
     3. The name and address of the Proposer, the location of the main office and number and location(s) of any/all branches in Fayetteville, McMinnville and Smyrna.
     4. Affiliated banking institutions (that will accept deposits and then transfer money to the Institution’s account without the Institution signing any additional documentation except for the *Pro Forma* Contract).
     5. Proposer shall describe its customer service strategy for the Institution’s account. Provide complete details such as staff commitments, designation of a primary account representative (give name and title of individual), procedures for handling customer inquiries, etc.
     6. Other additional information or alternatives for consideration with the proposal, such as specialized services and staffs available, etc.
  7. Proposer shall note in the appropriate space provided whether or not the listed service is

available as part of their proposal. Description provided represents the minimum required

service. If proposed service exceeds requirements given, please provide explanation. All

services not denoted as optional are required. Failure to provide required service(s) shall be

grounds for rejection of proposal.

**MINIMUM REQUIRED SERVICE**

Account(s) maintenance

Standard services for processing checks

Standard services for processing deposits

Numerical sorting of checks and listing on bank Statements

Last day of month cut-off for bank Statements

Banking Statements (Electronic and hard copy)provided within three (3) working days after end of month cut-off

Imaging of paid checks (front and back of check). Ability to receive checks on CD-ROM or comparable format.

Internet Banking for Cash Management, Reconciliation, and Wire Transfer Services.

Prepare detailed narrative on the availability of an electronic system in relation to the reliability of a web-based interface, security levels over information using appropriate passwords, ease of configuration to meet Institution’s customized needs and customer service hotline.

The Institution’s intention is to:

1. Determine the daily amount needed in account
2. Determine collected funds and float information
3. Review debits and credits processed through the account
4. Process wire transfers
5. View wire transfers received
6. Issue Stop Payments
7. Review paid items on a daily basis
8. Electronically transfer funds through ACH
9. View images of cleared checks

The bank must incur costs and provide support to train the Institution’s personnel in the use of the Internet Banking System.

Wire transfers sent

Wire transfers received

Interest bearing and /or earnings credit accounts with rates equal to or greater than rates by other

banking Institutions in the county.

Monthly analysis of cost to service account(s)

Night depository

Bank or branch locations at Tullahoma, Fayetteville, McMinnville and Smyrna.

Receipt of federal and state funds through ACH transactions.

Automatic Clearing House (ACH) debits and credits via Internet Banking, including but not limited to

direct deposits of payroll checks, with ability to transmit direct deposit of payroll via electronic file

transmission. (Examples- Interact, ITreasury, Treasury Management, etc.) (Must be compatible with Institution’s system – Upon request will provide electronic file for testing)

Stop Payments – on-line

Allow for the Institution utilizing software that allows for producing micro-encoded laser printed checks

on blank check stock.

Supplies - should include the following:

* 1. Lock Bags (each approximately 9.5” x 10”); Eight (8) regular zip-bags
  2. Deposit Slips, multipart NCR type slips each containing two (2) forms
  3. Endorsement stamps – fifteen (15)
  4. Checks – Institution to purchase independently

Bank reconciliation services; provide file via email or other means acceptable to the Institution so it

can be loaded to the Institution’s system

21. Notification of returned checks by fax and email, immediately after second attempt to clear.

22. Allow for the Institution’s existing credit card agreement with FiServ-Suntrust.

23. Provide free-checking accounts for Institution students and employees needed for direct deposit

payments from institution. There will be no minimum balance service charge. The Institution shall not

be required to provide the Bank with a listing of employees who have ceased employment. Enlistment

shall be made available to individual employees at the branch of the employee's choice.

24. Cash Institution checks issued to students at no charge regardless of whether the student has a

banking relationship with the bank. Describe documents needed to cash applicable checks.

25. Allow for processing eight-digit check numbers.

26. Member and participant in the Tennessee Collateral Pool.

27. Waiver of overdraft fees.

28. Signatures in contract are good for all banking transactions as specified in the contract. No other

physical signing is required.

29. Stale dated checks - If check is deposited 180 days after issue date, do not process and

return to Institution.

30. Positive Pay

The Institution requires that positive pay filters be activated for designated disbursement accounts to match check number, issue date, and dollar amount of issue and ACH.

31. Additional fraud protection

The Institution requires that ACH debit fraud filters are placed on all Institution accounts. These

fraud filters must allow authorized Institution personnel to review unauthorized debits before they are

posted to Institution accounts. Accounts that do not clear checks have check filters on them.

32. Describe how new services during the contract period will be offered to the Institution, including

but not limited to the cost structure in which these services would be offered (e.g. Preferred Customer Rate of Discount). Bidder should NOT give dollar figures in response to this question, but describe how discounts will be offered during the term of the contract.

33. Allow for the Institution to have a third party place an ATM(s) on Institution designated campus/center

location(s).

34. List other services available and the related costs.

1. **COLLATERAL SECURITY REQUIREMENTS**

2.1 The Bank must provide collateral security as described in T.C.A. Section 9-4-103, for deposits in all accounts, whether active or savings, and shall provide a description of the securities to be provided by the Bank as collateral securities

* 1. Securities which may be accepted as collateral for deposits are limited to those specified in

T.C.A. Section 9-4-103, which include:

* + 1. Bonds of the United States or any of its agencies or obligations guaranteed by the United States or any of its agencies, the payments of which are insured by it and which are fully guaranteed both as to principal and interest by the United States;
    2. Obligations guaranteed by the Tennessee Industrial Development Authority (not to exceed the amount of the guarantee);
    3. Bonds of the State;
    4. Bonds issued in the name of the state school bond authority, and bonds of any utility district, county or municipal corporation of this state, (expressly excluding bonds of any board, levee or drainage district) upon which such bonds there has been no default in the payment of interest more than thirty (30) days upon any one (1) installment of interest, for five (5) years next preceding the deposit, loans to students guaranteed one hundred percent (100%) by the Tennessee Student Assistance Corporation, during the dormant period of such loan;
    5. Bonds issued under the provisions of Chapters 37 and 53 of Title 7 or under part 3 of Chapter 3 of Title 48, of the T.C.A. that are rated “A” or higher by any nationally recognized rating service.
    6. Also, any Bank may deposit as collateral any security acceptable to the Secretary of the Treasury to secure the United States for deposits of public money in tax and/or loan accounts in banks, provided such other collateral security shall not include state or municipal bonds from other states or from municipalities in other states.
    7. For savings and loan associations only, in addition to the eligible collateral listed above, eligible collateral shall mean an irrevocable letter of credit issued by the Federal Home Loan Bank.
  1. Such collateral shall be liable for the principal, all accrued interest through the date of default and additional interest at the rate the state deposit was earning on the principal and accrued interest through the day of payment to the State by a liquidator or other third party or through the date of sale by the Treasurer or his agent; and attorneys’ fees incurred in recovering state deposits as provided in Section 9-4-104 in cases of default in the payment of sums due to the State, provided, further that the Treasurer shall consider the market value of all collateral pledged for each depository in determining the adequacy of collateral security. The State Treasurer shall evaluate the market value of such collateral monthly, and more frequently if market conditions require. The Bank agrees that, for any deposit having a market value determined to be less than the value of the deposit secured by such collateral, it will provide additional collateral so that market value exceeds the value of deposits secured by such collateral. In the case of active (checking) accounts, the face value of the collateral accepted as security for deposits shall be the amount hereinabove specified based upon the average daily balance in the account for the preceding month, which amount must be determined on or before the fifth day of the month in questions.
  2. Note: The provisions in this subsection are subject to legislative update on a regular basis.

2.5 The Bank and the securities pledged by it shall be liable for payment of any losses incurred.

2.6 The Institution must either be provided the actual bonds or other securities provided as collateral security for deposits or trust receipts for the collateral in lieu of the actual delivery of the obligations.

**3.0 GENERAL TERMS AND CONDITIONS**

3.1 This Agreement shall be governed by and construed in accordance with the laws and the constitution of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the Tennessee Claims Commission in actions that may arise under this Contract. The Contractor 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.

3.2 The Bank shall obey all applicable federal and state licensing and certification requirements, laws, and

regulations, including Institution policies and guidelines in the performance of this Agreement.

3.3 It is agreed that the handling of funds of this Contract are governed by the applicable provisions of Tennessee Code Annotated Title 9, Chapter 4, and any amendments during the term of this contract, and by the Tennessee Board of Regents Policy No. 4:01:01:10, both of which are incorporated by reference into this Contract.

3.4 The Bank must provide collateral as described in Tennessee Code Annotated 9-4-103 and TBR Policy No. 4:01:01:10 for all accounts, whether active checking, payroll or savings.

3.5 Deposits of funds in any one bank shall not exceed one fourth (1/4) of the paid-in capital stock and surplus of the bank, except where the bank provides at its own cost a surety bond or collateral security sufficient to cover the entire deposit of state funds in the bank.

3.6 All checks, drafts or other methods of withdrawing funds from an account require the signatures of both the Institution’s President and Executive Vice President for Business and Finance.

3.7 Federal funds will be housed and/or disbursed in the Institution’s accounts.

3.8 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.

3.9 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.

3.10 The Contractor agrees to indemnify and hold harmless the Institution as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action, including reasonable attorney’s fees, which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the Institution in the event such service is necessitated to enforce the terms of this paragraph or otherwise enforce the obligations of the Contractor to the Institution hereunder.

In the event of any such suit or claim, the Institution shall give the Contractor immediate notice thereof and Contractor shall provide all assistance required by the Institution in the Institution’s defense. The Contractor shall have full right and obligation to conduct the Contractor’s own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the Institution in any legal matter, such rights being governed by ***Tennessee Code Annotated***, Section 8-6-106.

3.11 The employees of the Bank shall adhere to Institution regulations while on the Institution’s premises.

3.12 Neither party shall have any liability for its failure to perform due to any unforeseeable circumstances such as fire, war, flood, etc., beyond their reasonable control.

3.13 Savings and loan associations must agree to comply with the collateral security requirements of Tennessee Board of Regents Policy No. 4:01:01:10 and state law and shall provide upon request the following:

3.13.1 An opinion of legal counsel that the association has the authority to collateralize public funds and be a member of the Tennessee Collateral Pool;

3.13.2 A resolution adopted by the board of directors authorizing such investments; and

3.13.3 Appropriate written instructions for the transfer of funds.

3.14 Acceptance of the RFP issued by the Institution, as indicated by the submission of a proposal by the Proposer, will bind Proposer to the terms and conditions herein set forth, except as specifically qualified in any addendum issued in connection therewith. Any alleged oral agreement or arrangement made by a bidder with any Institution employee will be disregarded. This Agreement may be modified only by written amendments executed by all parties hereto.

3.15 The Institution reserves the right to cancel this Agreement at June 30 of any year during its term(s) if sufficient funding for its continuance is not appropriated by the General Assembly of the State of Tennessee.

ATTACHMENT B

**CONTRACT RATES**

***(Added when Contract is awarded)***

ATTACHMENT 6.3

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| --- | --- |
| **PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES *The Proposer must complete and sign this Technical Proposal Transmittal. It must be signed, in the space below, 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 detailed in the proposal submitted herewith in response to the RFP is accurate. 3. The proposal submitted herewith in response to the RFP shall remain valid for at one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with 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 the submission of 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 agrees that this proposal pricing is for Motlow State Community College and the Motlow College Foundation. The Proposer \_\_\_does or \_\_\_does not agree to extend the proposal pricing to the other institutions listed in Attachment 6.8. 7. 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; and  d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.   1. By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies, and 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 that 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 the procurement of banking and credit/debit card processing services for Motlow State Community College and the Motlow College Foundation.

The handling of MSCC and MCF funds and accounts is governed by Tennessee Code Annotated Chapter 4 of Title 9 and by TBR Policy No. 4:01:01:10 (copy available online at [www.tbr.edu](https://policies.tbr.edu/policies/deposit-investment-funds)) 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 provide 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 Treasury, the Bank must abide by the provisions set forth in TCA Section 9-4-501 through Section 9-4-523.

MSCC shall enter into one contract for the following interest-bearing accounts:

* 1. One (1) MSCC’s general operating account
  2. One (1) Motlow College Foundation operating account
  3. One (1) payroll clearing account

Each account will earn and accrue its own interest. Information detailing MSCC’s historical general operating account, Payroll clearing account, and Motlow College Foundation’s general operating accounts volumes are provided in Attachment 6.9 for the fiscal year ended June 30, 2024. The Motlow State locations are provided in Attachment 6.10. MSCC 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 its Proposal to these requirements)

***Notice: There are no exceptions to the items requested below. If 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 perform 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 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.5Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, on 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 Minority/Ethnicity Form (Attachment 6.1).

A.8Provide 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 While the Institution does not require the physical return of cancelled checks or printed paper copies, it does require this information to be provided in an electronic format suitable for archiving. This information is to be held by the Institution and not related to the banking Institution’s website (i.e., CDs or downloads) Information should be searchable by several criteria (check number, date cleared, amount of check, and/or ranges for all of above, etc.). Electronic images of checks, suitable for archival storage by the Institution, shall be provided daily or no later than within seven (7) working days after end of month cut-off (including any software necessary for access). Proposer shall describe its abilities / process relevant to this specification.

**B. Qualifications and Experience Requirements** (Proposers to indicate in Attachment 6.5, Section B page reference numbers of its 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 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.

***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 its 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 the purposes of 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. The Proposer shall provide a listing of its servicing locations across the State of Tennessee and which MSCC locations will and will not have a local bank presence with the Proposer’s offerings.
3. Provide interest bearing checking accounts. Proposer must provide its interest rate calculation in its Cost Proposal only.
4. Provide Software/Program necessary to facilitate banking transaction. If a conversion to new software application or program is necessary to facilitate banking transactions, the bank must incur costs of and provide support to train MSCC personnel in use of the new system.
5. Provide electronic deposit scanners and applicable software for MSCC for remote deposit. Provide all necessary training for software and scanning of deposited checks. Proposer shall provide its cost per device in its Cost Proposal only; however, it is expected for MSCC to 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 will notify the Institution of any irregularities detected.

C.1.2 **Minimum Services Required:**

**Depository Services:**

1. Provide standard services for processing checks
2. Provide standard services for processing deposits at 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. Remote Deposit items needed including machines and training for all campus locations, if requested by MSCC
9. Night depository
10. Monthly and annual analysis of cost to service account(s)

**Reconciliation:**

1. Provide download or CD of cancelled checks sorted numerically daily or monthly; all images must be legible printed images (both front and back)
2. Provide appropriate software for reading aforementioned CD of cancelled checks
3. Provide data files of cleared checks for reconciliation purposes
4. Last day of 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 be identified in like fashion on banking statements. For deposits, this includes, but is not limited to, in-person deposits at 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. Like transactions can be identified by numerical data (merchant numbers or text (withdrawal – payroll) or some combination of the two.
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 its Proposal to these requirements).

C.2.1 **Information Reporting:**

1. Provide capabilities of 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 Proposer’s information reporting system allows for:

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

Configuring various modules within the automated system to meet MSCC and MCF’s needs

C.2.2 **ACH:**

1. Provide capabilities of 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 electronically transfer funds through ACH

Provide information about the timing requirements for initiating ACH transfers

Explain what transactions may be effective same day, next day, or two days

Provide capabilities for notification of ACH activity reports for returns by mail or on-line

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 cancelled checks in one of the ways stipulated; legible (front and back)
10. Provide data files of cleared checks for reconciliation purposes
11. Last day of month cut-off for statements
12. Statements provided within 7 working days
13. Purchase of federal securities
14. Repurchase agreements
15. Money market accounts
16. Certificates of deposit
17. Savings accounts
18. Zero balance accounts
19. Interest bearing checking account
20. Email and/or mail notifications of returned checks
21. Ability to send and receive domestic and international wires
22. Ability to accept positive pay files indicating voided checks

C.2.5 **Customer Service**

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

**D. Cost/Revenue Proposal**

***Notice: No pricing (including required or optional pricing) information shall be included in the Technical Proposal. 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**

Proposer shall provide its five (5) year cost for each item listed in Attachment 6.6. Proposers can reference Attachment 6.9 for historical quantities.

D.1.2 **Proposed Revenue**

1. Proposer shall provide its 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**

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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 Procurement Officer must review the Proposal and attach a written determination. A determination that a proposal is non-responsive must be approved by the Chief Business 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. | | --- | | | | | |
| **PROPOSER LEGAL ENTITY NAME:** | | |  | |
| * 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 Requirements** | | **Pass/Fail** |
|  | **A.1** | Provide the Proposal Transmittal and Statement of Certifications and Assurances (RFP Attachment 6.3.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed 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 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 the completed (in full) Minority/Ethnicity Form (Attachment 6.1). | |  |
|  | **A.8** | Provide a copy of a current certificate of liability insurance. If Proposer’s current types/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.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** | While the Institution does not require the physical return of cancelled checks or printed paper copies, it does require this information to be provided in an electronic format suitable for archiving. This information is to be held by the Institution and not related to the banking Institution’s website (i.e., CDs or downloads) Information should be searchable by several criteria (check number, date cleared, amount of check, and/or ranges for all of above, etc.). Electronic images of checks, suitable for archival storage by the Institution, shall be provided daily or no later than within seven (7) working days after end of month cut-off (including any software necessary for access). Proposer shall describe its abilities / process relevant to this specification. | |  |
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**ATTACHMENT 6.5**

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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 “qualifications and experience” responses.** | | |
| **Proposal Page # (to be completed by Proposer)** | **Section B**  **Qualifications & Experience** | **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 branches at the College’s campus site locations of Fayetteville, McMinnville, and Smyrna. |  |
|  | 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. |  |
| Total Qualifications and Experience Points = 300 | | |

**ATTACHMENT 6.5**

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| **TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C** | | |
| **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, made up of three or more Institution employees, will independently evaluate and score the proposal’s response to each item.** | | |
| **Technical Requirements** | | |
| **Proposal Page #  (to be completed by Proposer)** | **Section C**  **Technical Mandatory Pass/Fail Requirements** | **Pass/Fail** |
|  | C.1.1 **Minimum Proposer Requirements:**  A. For the purposes of 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) |  |
|  | B. The Proposer shall provide a listing of its servicing locations across the State of Tennessee and which MSCC locations will and will not have a local bank presence with the Proposer’s offerings. |  |
|  | C. Provide interest bearing checking accounts. Proposer must provide its interest rate calculation in its Cost Proposal only. |  |
|  | D. Provide Software/Program necessary to facilitate banking transaction. If a conversion to new software application or program is necessary to facilitate banking transactions, the bank must incur costs of and provide support to train MSCC personnel in use of the new system. |  |
|  | E. Provide electronic deposit scanners and applicable software for MSCC for remote deposit. Provide all necessary training for software and scanning of deposited checks. Proposer shall provide its cost per device in its Cost Proposal only; however, it is expected for MSCC to receive volume discounting for multiple devices. |  |
|  | F. 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 will notify the Institution of any irregularities detected. |  |
|  | C.1.2 **Minimum Services Required:**  **Depository Services:**  A. Provide standard services for processing checks  B. Provide standard services for processing deposits at branch and remotely  C. Provide supplies as needed, including the following:  C.1 Bank Bags or equivalent  C.2 Deposit slips  C.3 Coin and bill wrappers  C.4 Endorsement Stamps  C.5 Remote Deposit items needed such as machines and training for all Motlow Campuses, if requested by MSCC  C.6 Night depository  C.7 Monthly and annual analysis of cost to service account(s)  **Reconciliation:**  D. Provide download or CD of cancelled checks sorted numerically daily or monthly; all images must be legible printed images (both front and back)  E. Provide appropriate software for reading aforementioned CD of cancelled checks  F. Provide data files of cleared checks for reconciliation purposes  G. Last day of month cut-off for bank statements  H. Bank statements provided within seven (7) working days, either online or by mail.  I. Provide same-type deposits / withdrawals within the accounts be identified in like fashion on banking statements. For deposits, this includes, but is not limited to, in-person deposits at 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. Like transactions can be identified by numerical data (merchant numbers or text (withdrawal – payroll) or some combination of the two  J. Provide online all details provided by the payor for electronic deposits |  |

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| **TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C** | | | |
| **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, made up of three or more Institution employees, will independently evaluate and score the proposal’s response to each item.** | | | |
| **Technical Requirements** | | | |
| **Proposal Page #  (to be completed by Proposer)** | **Section C**  **Technical Scored Requirements** | **Points Awarded** | |
|  | C.2.1 **Information Reporting:**  A. Provide capabilities of Proposer’s online banking access for reviewing all accounts including:  A.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.  A.2 Sending domestic and international wire transfers  A.3 Placing stop payments  A.4 Sending positive pay files and addressing positive pay issues  A.5 Remote deposit  A.6 Transfers between accounts  A.7 Sending direct deposit/ACH files  B. Describe how Proposer’s information reporting system allows for:  B.1 Security features as they relate to online banking and transactions requests. This should include login and approval security features for all transactions including but not limited to ACH’s, wires, transfer of funds, positive pay, stop payments, etc. Also address online security roles and off-line security features for the above transactions  B.2 Configuring various modules within the automated system to meet MSCC’s needs |  | |
|  | C.2.2 **ACH:**  A. Provide capabilities of Proposer’s automated clearinghouse capabilities for processing direct deposit of payroll and other debits and credits  A.1 Describe the capabilities of a computer-based system to electronically transfer funds through ACH  A.2 Provide information about the timing requirements for initiating ACH transfers  A.3 Explain what transactions may be effective same day, next day, or two days  A.4 Provide capabilities for notification of ACH activity reports for returns by mail or on-line |  | |
|  | C.2.3 **Banking Services:**  A. Provide capabilities for each of the following banking services:  A.1 Standard services for processing checks  A.2 Standard services for processing deposits  A.3 Supplies requested  A.4 Deposits accepted as specified; deposit slips and bank bags returned following business day (or equivalent)  A.5 Night depository  A.6 Electronic banking terminal  A.7 Monthly and annual analysis of cost to service accounts  A.8 Provide cancelled checks in one of the ways stipulated; legible (front and back)  A.9 Provide data files of cleared checks for reconciliation purposes  A.10 Last day of month cut-off for statements  A.11 Statements provided within 7 working days  A.12 Purchase of federal securities  A.13 Repurchase agreements  A.14 Money market accounts  A.15 Certificates of deposit  A.16 Savings accounts  A.17 Zero balance accounts  A.18 Interest bearing checking account  A.19 Email and/or mail notifications of returned checks  A.20 Ability to send and receive domestic and international wires  A.21 Ability to accept positive pay files indicating voided checks |  | |
|  | C.2.4 **Customer Service**  A. Provide a description of the customer service strategy for the Institution’s accounts, including details such as staff commitments, designation of a primary account representative (required), procedures for handling customer inquiries, etc. |  | |
| Total Technical Points = 300 | | |

**ATTACHMENT 6.6**

**(NOTE: THIS SECTION IS TO BE COMPLETED AND SUBMITTED IN A SEPARATE SEALED ENVELOPE IN ACCORDANCE WITH THE TIMEFRAME OUTLINED IN SECTION 2, SCHEDULE OF EVENTS. ALL COST/RATE INFORMATION IS TO BE SUBMITTED SEPARATELY FROM THE TECHNICAL PROPOSAL.)**

|  |  |  |  |  |  |  |  |  |
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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 contractually bind the Proposer. If the Signatory is not the Proposer company president, evidence SHALL be attached showing the Signatory’s authority to bind the Proposer.* | | | | | | | | |
| **COST PROPOSAL SCHEDULE**  **The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of service including all services as defined in the RFP Attachment 6.2. *Pro Forma* Contract, Scope of Services for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the Institution. All monetary amounts are United States currency.** | | | | | | | | |
| **Cost Item Description** | **Proposed Annual Cost** | | | **Institution Use ONLY** | | | | |
| **Banking Services**  (Use Attachment C for the completion of this section) | | | **Total of all five years** | | **Possible Points Score** | | **Points Awarded** |
| **Year 1** |  | | |  | |  | |  |
| **Year 2** |  | | |
| **Year 3** |  | | |
| **Year 4** |  | | |
| **Year 5** |  | | |
| ***The Solicitation Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.*** | | | **Evaluation Cost Amount:** *(sum of all weighted cost amounts above)* | | | | |  |
| |  | | --- | | **Lowest Evaluation Cost Amount from all Proposals** | | **Evaluation Cost Amount Being Evaluated** | | | | | | **X 400** *(maximum section score)* | | **= SCORE:** |  | |

**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.15.), and for enclosing the sealed reference envelopes within the Proposer’s Technical Response.

Note: It is acceptable to provide, on a separate sheet of paper, a brief note to your references with your Proposer name and brief explanation why a Proposer Identification Number is being used.

**ATTACHMENT 6.7 Continued**

**RFP # 25-02 REFERENCE QUESTIONNAIRE**

**REFERENCE SUBJECT:** Proposer Identification Number (completed by Proposer before reference is requested)

The “reference subject” specified above, intends to submit a response to the Tennessee Board of Regents System Office in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of 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 sealed envelope containing the completed questionnaire 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.**

|  |  |
| --- | --- |
| **Proposer Identification Number:** |  |
| **TITLE:** |  |
| **TELEPHONE #** |  |
| **E-MAIL ADDRESS:** |  |

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

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

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

**ATTACHMENT 6.7 Continued**

**RFP # 25-02 REFERENCE QUESTIONNAIRE — PAGE 2**

**If you circled 3 or less 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?**
6. **What is the level of your satisfaction 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?**

**ATTACHMENT 6.7 Continued**

**RFP # 25-02 REFERENCE QUESTIONNAIRE — PAGE 3**

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

Tennessee College of Applied Technology-Athens

Tennessee College of Applied Technology -Chattanooga

Tennessee College of Applied Technology -Covington

Tennessee College of Applied Technology -Crossville

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 -Hohenwald

Tennessee College of Applied Technology -Jacksboro

Tennessee College of Applied Technology -Jackson

Tennessee College of Applied Technology -Knoxville

Tennessee College of Applied Technology -Livingston

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 -Newbern

Tennessee College of Applied Technology -Oneida/Huntsville

Tennessee College of Applied Technology -Paris

Tennessee College of Applied Technology -Pulaski

Tennessee College of Applied Technology -Ripley

Tennessee College of Applied Technology -Shelbyville

Tennessee College of Applied Technology -Whiteville

**Additional Institutions with an Option to Utilize the Agreement**

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

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

**ATTACHMENT 6.9**

**HISTORICAL DATA**

|  |  |  |  |
| --- | --- | --- | --- |
| **Fiscal Year 2024 (July 1, 2023- June 30, 2024) Banking Information** | |  |  |
|  |  |  |  |
| **Number of Accounts Needed** |  |  |  |
| 3 |  |  |  |
|  |  |  |  |
| **Account Names** |  |  |  |
| MSCC Operating |  |  |  |
| MSCC Payroll Clearing |  |  |  |
| Motlow College Foundation Operating |  |  |  |
|  | **MSCC** | **MSCC Payroll** | **Motlow College** |
|  | **Operating** | **Clearing** | **Foundation** |
| **Operating Accounts** |  |  |  |
| Average daily balance | 3,078,933.36 | 55,060.87 | 151,325.91 |
| Average number of deposits per month (Deposits - this includes remote and cash deposits) | 23 | 0 | 8 |
| Average number of cash deposits per month (Branch Deposited Coin-Currency) | 13 | 0 | 5 |
| Average number of remote deposits items per month (RDC Items-Web) | 10 | 0 | 3 |
| Average number of checks paid per month (Checks/Items Paid) | 375 | 0 | 12 |
| Average number of debits made by ACH's per month (ACH Originated Credit) | 25 | 4 | 1 |
| Average number of electronic paid items per month | 39 | 0 | 0 |
| Average number of transfers to/from payroll/other operating account per month (BBOL Intra-Bank Transfer) | 6 | 5 | 1 |
| Average number of credits received by ACH's per month (Electronic Deposit) | 71 | 0 | 6 |
| Average number of wires per month (Wire Internal/Book Trnsf) | 0 | 0 | 0 |
| Average number of deposited items returned per month (Return Item Process-Regular) | 0 | 0 | 0 |
| Average number of ACH returns per month (ACH Return Item-Debit/Credit) | 2 | 2 | 0 |
| Average number of Positive Pay Approvals per month (Positive Pay Approvals) | 30 | 0 | 1 |

**ATTACHMENT 6.10**

**MOTLOW STATE COMMUNITY COLLEGE LOCATIONS**

|  |  |
| --- | --- |
| Motlow State Community College – Moore Campus  6015 Ledford Mill Road  Tullahoma, TN 37388 | Motlow State Community College – Smyrna Campus  5002 Motlow College Blvd.  Smyrna, TN 37167 |
| Motlow State Community College – McMinnville Campus  225 Cadillac Lane  McMinnville, TN 37110 | Motlow State Community College – Fayetteville Campus  1802 Winchester Highway  Fayetteville, TN 37334 |

**ATTACHMENT 6.11**

**Sample Protest Bond**

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

**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 call 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 25-02:

**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 does file 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 on its face a valid basis for protest.

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 6.12**

VENDOR CLOUD QUESTIONNAIRE

* What measures has the vendor taken to prevent data theft and hacking?
* What measures has the vendor taken to ensure service reliability with minimal vendor and network outages?
* How does the vendor handle software fixes, updates or customer modifications?
* What are the demonstrated validation of controls (SSAE audit, data, accessibility, data center security, data encryption, etc.)?
* Please describe the vendor’s disaster recovery plan (including recovery time objectives), backup plan and encryption protocol.
* Can the vendor provide, if requested, reports that display security event alerts and audit reports?
* Which, if any, industry standards does the vendor adhere to (ISO 27001,27002,31000/PCI DSS/NIST/SSAE16, etc.)?
* How does the vendor handle the Motlow data on the vendor’s servers when/if the Motlow contract with the vendor is terminated?

**ATTACHMENT 6.13**

**Proposer to list any and all exceptions to Banking Agreement.**

|  |  |
| --- | --- |
| Exception 1. |  |
| TBR Pro Forma Contract Section |  |
| Proposers Response: |  |

|  |  |
| --- | --- |
| Exception 2. |  |
| TBR Pro Forma Contract Section |  |
| Proposers Response: |  |

|  |  |
| --- | --- |
| Exception 3. |  |
| TBR Pro Forma Contract Section |  |
| Proposers Response: |  |

|  |  |
| --- | --- |
| Exception 4. |  |
| TBR Pro Forma Contract Section |  |
| Proposers Response: |  |

|  |  |
| --- | --- |
| Exception 5. |  |
| TBR Pro Forma Contract Section |  |
| Proposers Response: |  |

|  |  |
| --- | --- |
| Exception 5. |  |
| TBR Pro Forma Contract Section |  |
| Proposers Response: |  |

|  |  |
| --- | --- |
| Exception 5. |  |
| TBR Pro Forma Contract Section |  |
| Proposers 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 FORMAT REQUESTED

STATED BY EACH REQUIREMENT

\_\_\_ MSCC Payroll and Operating Account, and MCF operating 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 required insurance limits at time of submission, Proposer must still submit valid and current insurance certificate.
  + However, successful Proposer will have an opportunity to submit certificate with required limits prior to TBR awarding the contract.

\_\_\_ Completed Minority/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 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 sub-contractor

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)

\_\_\_ Signatures on Costs and Technical Proposals. (§3.2.7)

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 replacement for, the mandatory requirements listed in the RFP. This checklist is ONLY A TOOL meant to assist in the prevention of 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.**