# **Tallahassee Community College**

Request for Proposal (RFP)

For

Consulting Services for Rebranding RFP 2023-09



Solicitations Due – July 19, 2023 - 1:45 p.m. EST

Solicitation Opening – July 19, 2023 - 2:00 p.m. EST

http://www.tcc.fl.edu/about/college/administrative-services/purchasing/

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#### **GENERAL CONDITIONS**

**PROPOSERS:** To insure acceptance of the proposal, follow these instructions.

**SEALED PROPOSALS:** The number of the proposal and the date of opening shall be shown on the envelope/box containing each proposal. Proposers are requested to show their name and address on the envelope/box. All proposals are subject to the terms and conditions specified herein and on the attached proposal documents.

Completed proposal MUST be submitted in a sealed envelope/box. Telegraphic (fax, e-mail, telephone, telegraph) proposals will not be accepted.

- 1. **EXECUTION OF PROPOSAL**: Proposals must contain a signature of an authorized representative. Failure to properly sign the proposal may invalidate same, and it may not be considered for award. All proposals must be completed typewritten. The original conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letterform, signed by proposers and attached to the proposal.
- 2. <u>NUMBER OF COPIES</u>: Proposers must submit five (5) complete electronic sets on a USB flash drives in PDF format. Each section of the proposal must be its own folder within the USB. Each proposal must have signatures and all supporting documentation on the USB. The USB's are to be in a sealed envelope/box marked as stated in the Proposal Submission clause. This quantity is required so that a full and complete copy of your proposal can be provided to each member of the evaluation committee.
- 3. **PROPOSAL PREPARATION COSTS**: The College shall not be liable for any expenses incurred in connection with the preparation of a response to this solicitation.
- 4. **PROPOSAL SUBMISSION**: The College will receive proposals at the Purchasing Office. The outside of the sealed envelope/box must be identified as follows:
  - Proposer's name
  - Return address
  - Solicitation number and title
  - Due date and time
- 5. <u>DUE DATE AND TIME</u>: The date and time will be carefully observed. Proposals received after the specified date and time shall be returned unopened. The College will not be responsible for late deliveries or delayed mail.

Receipt of the proposal in the Purchasing Office after the date and time specified due to failure by the proposer to provide the above information on the outside of the envelope/box shall result in the rejection of the proposer's proposal.

The proposer may submit the proposal in person or by mail/courier service. The College cautions proposers to assure actual delivery of mailed or hand delivered proposals prior to the deadline set for receiving proposals. Confirmation of receipt of proposal can be made by calling the College's Purchasing Office.

6. <u>SUPPLIER REGISTRATION REQUIREMENTS</u>: Prior to the award of this solicitation, supplier(s) must be registered in TCC's Workday Supplier database. If you previously submitted these forms and received your **TCC Workday Supplier ID** number, you will not need to re-submit, just reference

this number on the **Proposal Response Form. Example of a Workday Supplier ID is SU 000000123.** 

If you are not a registered TCC supplier, prior to award of this solicitation you will need to complete our online TCC Vendor Application Form and W-9 at: <a href="Welcome To Tallahassee">Welcome To Tallahassee</a> <a href="Community College Supplier Site - Workday">Community College Supplier Site - Workday</a> (myworkdaysite.com). These forms are submitted electronically which protects your information. Once your forms have been submitted and information has been processed by the Purchasing Office staff, you will receive an e-mail containing your TCC Supplier ID Number.

If you are unsure about your registration status in TCC's database, please E-mail Dustin Frost Dustin.Frost@tcc.fl.edu.

- 7. <u>DELAYS:</u> The College, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the College to do so. The College will notify Proposers of all changes in scheduled due dates by written addendum.
- 8. **REVISIONS AND AMENDMENTS**: The right is reserved, as the interest of the College may require, to revise or amend the specifications or drawings or both prior to the date set for opening of RFP, such revisions and amendments, if any, will be announced by an addendum to the RFP. If the revisions and amendments are of a nature which requires material changes in quantities or prices, the date set for the opening of the RFP may be postponed by such number of days as in the opinion of the Purchasing Director that will enable Proposers to revise their RFP. In such cases, the addendum will include an announcement of the new RFP opening date. The proposers shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their proposal.
- 9. <u>CONFLICT OF INTEREST</u>: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the College. Further, all proposers must disclose the name of any Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.
- 10. <u>DISQUALIFICATION</u>: Any or all proposals will be rejected if there is reason to believe that collusion exists between proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection.
- 11. <a href="PROPOSAL WITHDRAWAL">PROPOSERS May Withdraw their proposals by notifying the College's Purchasing Office in writing or email at any time prior to the time set for the proposal deadline. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity (company business card and driver's license) and sign the Proposal Withdrawal Form. Once opened, proposals become the property of the College and will not be returned to the proposers.
- 12. <u>POSTING OF RESULTS</u>: Intent to Award will be posted for review by interested parties on the TCC Purchasing website <u>Solicitation Tallahassee Community College (fl.edu)</u>and the State of Florida's Procurement system <u>MyFloridaMarket Place</u> on or about the date provided on the enclosed RFP schedule and will remain posted for a period of 72 hours.

Interested parties are responsible for monitoring these sites for new or changing information relative to this procurement.

**PROTEST OF SOLICITATIONS SPECIFICATIONS PROCEDURE:** Tallahassee Community College Procedure for Contract Solicitation or Award Bid Protest procedures may be obtained from the TCC Purchasing Office or accessed by going to the TCC Purchasing website using this link: <a href="https://doi.org/10.1007/jcc.2007/j

- 13. <u>ADDITIONAL INFORMATION</u>: No additional information may be submitted, or follow-up performed by any proposer after the stated due date of a formal presentation to the evaluation committee, unless specifically requested by the College.
- 14. PUBLIC RECORDS: Upon posting of Intent to Award or thirty (30) days after opening, whichever is earlier, proposals become "public records" and shall be subject to public disclosure consistent with chapter 119.0731, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the proposal, and must identify the data or other materials to be protected, and must state reasons why such exclusion from public disclosure is necessary. Any financial statements that are submitted are exempt from becoming public record FS 119.07(3).
- 15. **INQUIRIES**: All proposers shall carefully examine the Solicitation documents. Proposers are expected to examine the terms and conditions, specifications, scope of work, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services.
  - Such inquiries regarding this Solicitation outside a pre-proposal conference must be submitted in writing via email to the College's Director of Procurement and Auxiliary Services at <a href="mailto:Dustin.Frost@tcc.fl.edu">Dustin.Frost@tcc.fl.edu</a>. The College will provide written answers via Question and Answer form posted at <a href="mailto:Solicitation">Solicitation</a> <a href="mailto:Tallahassee Community College">Tallahassee Community College</a> (fl.edu) and <a href="mailto:MyFloridaMarket Place">MyFloridaMarket Place</a>. The College will not be responsible for any oral instructions made by any employee(s) of the College in regard to this Solicitation.
- 16. **QUALIFIER'S CONDITIONS:** The Board specifically reserves the right to reject any conditional proposal.
- 17. PUBLIC OPENING/EVALUATION: Proposals shall be publicly opened and recorded on the date and time provided on the enclosed RFP schedule unless changed by addendum. No other information or pricing will be read or discussed at the opening. All proposals received after the specified time will not be considered and will be returned to the proposer. Fax, e-mail, telegraph or telephone proposals will not be accepted. A proposal may not be altered after the opening of the proposals. Upon receipt of proposals, an evaluation committee, if required, will select qualified candidates based on criteria contained herein. The evaluation committee may contact qualified responders to give oral presentations after the initial review of all proposals.
- 18. <u>ACCURACY OF PROPOSAL INFORMATION</u>: Any proposer which submits in its proposal to the College any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
- 19. **ADVERTISING:** In submitting a proposal, the proposer agrees not to use the results there from as a part of any commercial advertising unless permission in writing is granted by the College.
- 20. **GOVERNMENTAL RESTRICTIONS**: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on the RFP prior to their performance, it shall be the responsibility of the firm to notify the TCC Purchasing Office at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The College reserves

the right to accept such alteration or to cancel the contract or purchase order at no further expense to the College.

- 21. <u>LIABILITY, INSURANCE, LICENSES AND PERMITS</u>: Where proposers are required to enter or go onto the College property to deliver materials or perform work or services as a result of a proposal award, the proposer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. The proposer shall be liable for any damages or loss to the Board occasioned by negligence of the proposer (or agent) or any person the proposer has designated in the completion of the contract as a result of his or her proposal.
- 22. **DRUG FREE WORKPLACE**: Whenever two or more proposals which are equal with respect to price, quality, and service are received by the College for the procurement of commodities or contractual services, a proposal received that has completed the Drug Free Workplace form, certifying that it is a drug free workplace, shall be given preference.
- 23. **CANCELLATION:** In the event the contractor violates any of the provisions of this proposal, the Board shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within thirty (30) days, recommendation will be made to the board for immediate cancellation. The College reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days written notice to the other party.
- 24. <u>TERMINATION</u>: If a contract is awarded as a result of this RFP and is terminated or cancelled within the first year of the contract period, the College may elect to negotiate and award a new contract to the next ranked proposer or to issue a new RFP, whichever is determined to be in the best interest of the College.

The supplier will serve at the will and pleasure of the College. Either party may cancel the contract with thirty (30) days advanced written notice. However, at the College's sole option, a termination for convenience by the College may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole. The College shall be liable for goods or services delivered and accepted. In the event of termination by either party, the supplier will have, in no event, any claim against the College for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the College, the supplier shall:

- Stop orders/work on the date and to the extent specified.
- Terminate and settle all orders and/or sub-contracts relating to the performance of the terminated work. All costs incurred for canceled projects will be billed to the College.
- Transfer all work in progress, completed work, and other materials related to the terminated work as directed by the College.
- Continue and complete all parts of the work that have not been terminated.
- 25. **SEVERABILITY:** If any provision of a contract resulting from this RFP is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the agreement.
- 26. **PUBLIC ENTITY CRIMES**: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal or a contract to

provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded work or perform work as a contractor, supplier, sub-proposer or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Chapter 287 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Note: By signing the proposal, the supplier attests they have not been placed on the convicted vendor list.

- 27. ACCEPTANCES AND REJECTION: The College reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. The College reserves the right to make the award to that proposer who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College. The College reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in the College's opinion, is not in a position to perform properly under this award. The College reserves the right to inspect all facilities of proposer's in order to make a determination as to the foregoing.
- 28. **JOINT VENTURES**: Proposals submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this RFP.
- 29. <u>DISPUTES & PROTESTS</u>: In the case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the College shall be final and binding on both parties. Failure to file a protest within the amount of time prescribed in FS 120.57(3) shall constitute a waiver of proceedings under chapter 120, Florida Statutes.
- 30. <u>FAMILIARITY WITH LAWS</u>: All proposers are required to comply with all Federal, State, and Local laws, codes, rules and regulations controlling the action or operation of this RFP. Relevant laws may include, but are not limited to: The Americans with Disabilities Act of 1990, Office of Education 6A-14, State Requirements for Educational Facilities (SREF), Florida Statute 1013 (K-20) Education Code (Educational Facilities), OSHA regulations, and all Civil Rights legislation.
- 31. **EQUAL OPPORTUNITY**: The College does not discriminate against any person on the basis of age, color, disability, ethnicity, gender identity, genetic information, marital status, national origin, pregnancy, race, religion, sex, sexual orientation, or veteran status in its programs and activities. The proposer agrees to make no distinction in its employment practices on the basis of race, color, ethnicity, genetic information, national origin, religion, gender sexual orientation, marital status, age or disability in such practices. Proposer agrees to adhere to any and all applicable State and Federal Civil Rights Laws.
- 32. **SMALL BUSINESS PARTICIPATION:** The College strongly encourages small, minority and/or women owned Firms or joint venture Firms to submit proposals. Minority/Women Business Enterprises that file false status of their M/WBE status may be found guilty of a felony of the second degree and be barred from bidding with the College for thirty-six (36) months pursuant to 287.094 Florida Statutes.
- 33. **<u>DEFAULT.</u>** In the event of default on a contract, the vendor shall pay to the Board, as liquidated damages an amount equal to 25% of the unit price proposal, times the quantity (or) \$50.00,

- whichever amount is larger. In the event of default on a contract, the vendor shall pay all attorneys' fees and court costs incurred in collecting any liquidated damages.
- 34. **INVOICING AND PAYMENT.** Payment will be made by the College after the service awarded to a vendor have been received, inspected, and found to comply with award specifications, properly invoiced and minimally meet the following conditions to be considered as a valid payment request:
  - Timely submission of a correct invoice, in strict accordance with the price and delivery
    elements as stipulated in the purchase order or contract, and submission to Accounts
    Payable at the address indicated on the purchase order.
  - All invoices shall clearly reference the subject purchase order number; provide a sufficient description to identify goods or services for which payment is being requested; and include date(s) of services.
  - The invoice shall also contain the vendor's Federal Employer Identification Number (F.E.I.N.).
  - The College's terms are "Net 30" after acceptance of goods or services and receipt of an acceptable invoice as described herein.
- 35. ANTI-DISCRIMINATION: The proposer certifies that he or she is in compliance with the non-discrimination clause in Section 202, Executive Order 11246, as amended by executive order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
- 36. OSHA: The proposer warrants that the product supplied to the College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. (MSDS Statement)
- 37. <u>AFFIRMATION</u>: By submission of a proposal, the proposer affirms that his/her proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. Proposer agrees to abide by all terms and conditions of this RFP and the resulting contract. No outside terms and conditions will be considered unless approved by the College.
- 38. **RENEWAL**: Renewal options for any contract entered based on this RFP will specified in the contract.
- 39. INDEMNIFICATION: To the fullest extent permitted by law, the proposer shall indemnify, hold harmless and defend the College, its District Board of Trustees, officers, agents, servants, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Contract, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the proposer or other person utilized by the proposer in the performance of the work. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the College as set forth in Section 768.28, Florida Statutes.

The proposer, without exemption, shall indemnify and hold harmless the College, its employees and/or any of its District Board of Trustees from liability of any nature or kind, including cost and

expenses for or on account of any copyrighted, patented, or non-patented invention, process or item manufactured by the proposer. Further, if such a claim is made or is pending, the proposer may, at its option and expense, procure for the College the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the College agrees to return the article, on request, to the proposer and receive reimbursement. If the proposer used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

- 40. VERIFICATION OF EMPLOYMENT: In accordance with State of Florida Office of the Governor Executive Order Number 11-02, the proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the proposer to perform employment duties within Florida and all persons (including sub-consultants) assigned by the proposer to perform work pursuant to the contract with Tallahassee Community College.
- 41. PROHIBITION AGAINST CONTINGENT FEES: Vendors/Suppliers are hereby notified that any contract entered into by the College will contain a prohibition against contingent fees as follows: "The vendor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the College shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration, and to disqualify the vendor from future contracts with the College for a period up to five (5) years.
- 42. **OPEN COMPETITION:** The College encourages free and open competition among proposers. Whenever possible, specifications, qualification invitations and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the College's needs and the accomplishment of a sound economical operation. The proposer's signature on its Statement of Qualifications guarantees that the proposer, its agents, officers or employees have not bribed or attempted to bribe or influence in any way an officer, employee or agent of the College.
- 43. **SPECIAL CONDITIONS:** Any and all special conditions and specifications attached here to which vary from these general conditions shall have precedence.
- 44. <u>DEBARMENT:</u> The College, when using Federal funds may not solicit offers from, award contracts to or consent to sub-contract with contractors debarred, suspended or proposed for debarment, and may disapprove or not consent to the selection (by a contractor) of an individual to serve as a principal investigator, as a project manager, in a position of responsibility for the administration of Federal funds, or in another key personnel position, if the individual is listed in the Excluded Parties List System (EPLS). Also, the College shall not conduct business with an agent or representative of a contractor if the agent's or representative's name is listed in the EPLS. The College shall review the EPLS before conducting a pre-award survey or soliciting proposals, awarding contracts, renewing or otherwise extending the duration of existing contracts, or approving or consenting to the award, extension, or renewal of sub-contracts.

- 45. **LOBBYING**: Proposer or Contractor is prohibited from using funds provided under this RFP for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.
- 46. **RECORDS OF RETENTION:** Contractors shall make available records, which includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form, and other supporting evidence to satisfy contract negotiation, administration, and audit requirements of the contracting agencies and the Comptroller General as per Federal Acquisition Regulation 52.212-5 Subpar 4.7.
- 47. **SELECTION PROCESS**: The successful company will be selected based on the evaluation criteria described in the applicable sections of this RFP.
- 48. <u>ASSIGNMENT:</u> Neither this RFP nor any duties or obligations assumed under any agreement or contract(s) resulting from this RFP shall be assigned by Firm without prior written consent of the College.
- 49. **PROPOSER WARRANTY OF ABILITY TO PERFORM**: Proposer shall warrant that there is no action suit, proceeding, inquiry, or investigation, at law or equity, before or by a court, governmental agency, public board or body, pending or, to the best of the proposer's knowledge, threatened, which would in any way prohibit, restrain, or enjoin the execution or delivery of the proposer's obligations or diminish the proposer's obligations or diminish the proposer's financial ability to perform the terms of any proposed contract with the College.
- 50. <u>INDEPENDENT PROPOSER:</u> Nothing herein is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the parties or in any way making the proposer the agent or representative of the College for any purpose in any manner whatsoever. Proposer is, and shall remain, an independent contractor with respect to all services performed.
- 51. QUALIFICATIONS MODIFICATION: A proposer may change the Statement of Qualifications at any time prior to opening; however, no oral modification will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Statement of Qualifications, which are addressed in the same manner as the Statement of Qualifications, and are received by the College's Director of Procurement and Auxiliary Services, Attn: Dustin Frost before the scheduled opening time will be accepted. The Statements of Qualifications, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope; which is plainly marked A Modification of Qualifications with the proposer's name.
- 52. AMERICANS WITH DISABILITIES ACT OF 1990 AND SUBSEQUENT REGULATION, 1991 AND 2010: If special accommodations are required in order to attend the Pre-proposal meeting and/or the Statement opening, contact Dustin Frost, Director of Procurement and Auxiliary Services (850) 201-8484.
- 53. **PROPOSED MATERIALS:** The material submitted in response to the RFP becomes the property of the College and is to be appended to any formal document, which would further define or expand the contractual relationship between the College and the proposer.

- 54. **PROPRIETARY MATERIAL:** All rights to proprietary material must be transferable to the College in the event the firm goes out of business.
- 55. **OWNERSHIP OF WORK PRODUCTS:** The College will be considered the owner of all work products produced under any contract that results from this RFP.
- 56. **ERRORS AND OMISSIONS:** The proposer is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the proposer suspect any error, omission, or discrepancy in the specifications or instructions, the proposer shall immediately notify the College, in writing, and the College shall issue written instructions to be followed. The proposer is responsible for the contents of its Statement of Qualifications and for satisfying the requirements set forth in the RFP.
- 57. **FIRM'S RESPONSIBILITY**: It is understood and the proposer hereby agrees it shall be solely responsible for all services it proposes, notwithstanding the detail present in the RFP.
- 58. **PROPOSAL REJECTION:** The College shall have the right to reject any or all Statements of Qualifications and in particular to reject a Statements of Qualifications not accompanied by data required by the RFP or a Statements of Qualifications in any way incomplete or irregular. Conditional Statements of Qualifications will not be accepted.
- 59. **PERFORMANCE INQUIRY:** As part of the evaluation, the College may make inquiries to determine the ability of the proposer to perform the work. Please provide references as stated in the Previous Experience section of the Instructions for Preparing Proposals in this RFP, preferably from other educational institutions, that shall include the complete name, address, telephone number, and contact person.
- 60. **GOVERNING LAW AND VENUE:** This contract, and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. The College and proposer hereby agree that venues shall lie in Leon, Gadsden or Wakulla County, Florida.
- 61. **SPECIAL CONDITIONS**: Any and all special conditions and specifications attached here to which vary from these general conditions shall have precedence.
- 62. **SUBMITTAL**: Proposals must be received by the TCC Purchasing Office by July 31, 2023 at 1:45 pm EDST.

Proposal Number: RFP 2023-09

Proposals will be opened: July 19, 2023 at 2:00 pm EDST

Proposals Will Be Opened in the TCC Purchasing Office (see address below)

#### Send Proposal to:

Tallahassee Community College Purchasing Department Administration Building 27, Room 193 444 Appleyard Drive Tallahassee, Florida 32304-2895

**END OF SECTION** 

#### **INSURANCE REQUIREMENTS**

#### 1. **REQUIREMENTS**:

During the performance of the services under this contract, contractor shall maintain the following insurance policies reflecting at least the minimum amounts and conditions as follows:

#### A. Minimum Limits:

- 1. General Liability Insurance with all of the following:
  - a. Bodily injury limits of not less than \$1,000,000 for each occurrence/\$2,000,000 aggregate
  - b. Property damage limits of not less than \$1,000,000 for each occurrence/\$2,000,000 aggregate
- 2. Automobile Liability Insurance with all of the following:
  - a. Bodily injury limits of not less than \$500,000 for each person
  - b. Not less than \$500,000 for each incident
  - c. Property damage limits of not less than \$500,000 for each accident
- 3. Workers' Compensation Insurance in accordance with statutory requirements, as well as the following:
  - a. Employer's liability insurance with limits of not less than \$100,000 for each accident
  - b. \$100,000 for each disease
  - c. \$500,000 aggregate
- 4. Professional Liability, when applicable for services provided, not less than \$1,000,000 per occurrence/\$2,000,000 aggregate

#### B. Conditions:

- 1. Policies must be written by an insurance company authorized to do business in Florida.
- 2. Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.
- 3. The College's Executive Director of Procurement and Auxiliary Services or designee may verify ratings at A.M. Best's website: www.ambest.com/ (regarding item 1B2 above).
- 4. Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the Certificate(s) of Insurance.
- 5. Contractor shall furnish the College Certificates of Insurance that shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to the College.

- 6. Contractor shall include the College as an additional insured on the General Liability and Automobile Liability insurance policy required by the contract. All of the contractor's sub-contractors shall be required to include the College and contractor as additional insured on their General Liability insurance policies.
- 7. If an "ACCORD" Certificate of Liability Insurance form is used by the contractor's insurance agent, the words "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" in the "cancellation" paragraph of the form shall be deleted.
- 8. The contractor shall not commence work under this contract until all insurance required as stated herein has been obtained and the College has approved such insurance.
- 9. "Claims made" insurance policies are not acceptable.

## 2. MISREPRESENTATION:

Misrepresentation of any material fact, whether intentional or not, regarding the firm's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

## 3. **GOVERNMENTAL ENTITIES:**

In the event the firm is a governmental entity, different insurance requirements may apply.

#### **EVALUATION PROCESS/CRITERIA**

#### 1. EVALUATION METHOD:

- A. PART ONE The evaluation process will consist of an Evaluation Committee composed of TCC staff members and stakeholders, selected by the College's Vice President for Communications, that will conduct an evaluation of all written proposal responses. Based on the evaluation of submitted proposals, the companies who meet the minimum score of 95 defined by Point System-Written Proposal will be selected for presentations for the second part of the evaluation process.
- B. **PART TWO** of the evaluation process will consist of invitations to the companies that met the minimum score to make a formal presentation in person or virtually at a later scheduled time. The presentation should elaborate in more detail the prior submitted proposals and answer any questions that arise during presentation.
- C. Upon final evaluation of formal presentations, the Evaluation Committee will make a final recommendation to award based on all written proposals and other factors in the best interests of the College.
- D. The College shall be the sole judge of its best interests, the proposals, and approval of the resulting contract. The College's decision will be final.

#### 2. NON-RESPONSIVE AND/OR DISQUALIFIED PROPOSALS:

- A. Non-responsive and/or disqualified proposals will be rejected by the Purchasing Department and will not be distributed to the Evaluation Committee for consideration. Additionally, the Evaluation Committee may determine that required submittals/documentation is so inadequate as to be determined to be non-responsive and/or disqualified. Non-responsive and/or disqualified proposals may include, but are not limited to the following:
  - 1. Failure to sign the proposal.
  - 2. Failure to acknowledge addenda.
  - 3. Failure to provide required submittals/documentation/mandatory forms.
  - 4. Submission of a proposal after the published deadline.
  - 5. Submission of a proposal that contains conflicting terms and conditions than those listed by the College.
  - 6. Proposer does not meet minimum mandatory requirements.

#### 3. SHORT LISTING

- A. Upon completion of the evaluation of all written proposals, the evaluation committee shall recommend a short list of proposers to present formal presentations.
- B. Proposers will be notified via phone and/or email of making the short list.

## 4. **STATEMENT OF QUALIFICATION**:

A. To ensure that all RFPs are fairly evaluated it is very important that the RFPs are prepared according to the prescribed format.

# **B. Point System-Written Proposal**

Criteria for Evaluating Written Proposals	Weight
Qualifications (0-25pts)	25%
Team proposed for this project (0 to 25 points)	10%
Current capacity to accomplish the work in required time	25%
(0-20pts)	
References (0-10pts)	15%
Cost reasonableness (0-20pts)	25%
<u>TOTAL</u>	100%

#### **GENERAL INFORMATION**

#### **PURCHASING AGREEMENTS WITH OTHER PUBLIC AGENCIES:**

- A. All firms submitting a response to this RFP agree that such response also constitutes an offer to all public entities within the State of Florida under the same conditions, for the same price, and for the same effective period, unless an exemption is submitted with the proposal. The exemption should be submitted on a separate form with the Statement of Qualifications and labeled Exemption to Purchasing Agreements with other Public Agencies.
- B. Each public agency desiring to accept these proposals, and make an award thereof, shall do so independently of any other public agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by the virtue of this RFP.

## **SCHEDULE OF EVENTS:**

The College will attempt to adhere to the following schedule of events:

Date	Time	Description
June 30, 2023	8:00 AM	Release of RFP to Public, Posted on MyFloridaMarket Place & Solicitation - Tallahassee Community College (fl.edu)
July 10, 2023	5:00 PM	Deadline for Written Questions / Requests for Information  Questions must be submitted in writing via email to Dustin Frost, Director of Procurement and Auxiliary Service <a href="mailto:Dustin.frost@tcc.fl.edu">Dustin.frost@tcc.fl.edu</a>
July 14,2023	5:00 PM	Anticipated Date of official response to questions via Question and Answer Form will be posted on <a href="MyFloridaMarket Place">MyFloridaMarket Place</a> & <a href="Solicitation">Solicitation</a> - <a href="Tallahassee Community College">Tallahassee Community College</a> (fl.edu)
July 19, 2023	1:45 PM	Proposals Due
July 19, 2023	2:00 PM	Proposal Opening
August 14-18, 2023		Formal Presentations from Selected Consultants (Shortlisted consultants will be notified in advance)
August 23, 2023	1:00 PM	Anticipated date that the intended award will be posted

#### PROPOSAL SPECIFICATIONS

#### SCOPE OF SERVICES SOUGHT

#### A. Proposal Request

Tallahassee Community College (TCC) seeks proposals from qualified firms to provide branding, research, strategy, and design services. TCC is seeking a qualified strategic communications and marketing partner(s):

- Providing a report that evaluates TCC's current brand through research, surveys, and focus groups to gain greater knowledge of the current brand's effectiveness, strengths, and challenges to determine if the current brand should remain or be updated.
- Developing and testing a new name and logo that keeps with the College's mission and vision, reflects the already-defined brand position, and helps to improve its position and strength in the market.
- Develop primary logo variations and additional branding for departments and initiatives as a secondary tier that complement the new look and feel.
- Provide a rebrand communications strategy and implementation plan for execution by the task force.

#### B. Background

TCC originally opened in 1966 as 'Tallahassee Junior College'. The name was later changed in 1970 to better reflect its community orientation and involvement.

Now in its 57th year, TCC is one of the top-ranked two-year institutions in the nation having earned prestigious recognitions from organizations like the Aspen Institute, the American Association of Community Colleges, and Achieving the Dream. The College is most often recognized for being the top transfer institution to Florida State University and Florida A&M University, for its agility in offering in-demand workforce training, and for its outstanding reputation in the community.

TCC enrolls more than 15,000 credit and non-credit students each year and offers more than 70 credit degree and certificate programs and 48 non-credit programs. Most recently, the College announced it would add three new baccalaureate degrees in Business Administration, Elementary Education, and Exceptional Student Education. These are in addition to the existing Bachelor of Science in Nursing degree that was added in 2014. With these new upper-level degrees, the College is now assessing the need for a rebrand of the institution to better reflect our evolving institutional status and broadening impact in the state.

#### C. Scope of Branding Project

The scope of this project is to explore the need for a rebrand of TCC through market research, and to provide recommendations for a new name and logo. The chosen firm will provide the College's Rebranding Project Task Force with a comprehensive research report that adequately describes the current view of TCC among its stakeholders, a new brand package including name, logo and identity toolkit, and an implementation plan framework.

Before a new name and logo can be fully implemented, it must first be approved by: 1) the President of TCC, 2) the District Board of Trustees, and 3) the Florida Legislature. The next session of the Florida Legislature begins January 2024.

It should also be noted, TCC's current strategic plan will expire in March 2024, and the College will be initiating the process for a new plan thereafter. TCC will also be celebrating the 60<sup>th</sup> anniversary of its founding in 2026. Planning for the diamond jubilee is expected to begin in 2024. Both of these milestones will coincide with the anticipated implementation of the rebranding of the College, if it is recommended and approved.

#### D. Scope of Services

Research (September 1 – October 27, 2023)

- Conduct qualitative research exploring the value proposition and perceptions of TCC among key stakeholders, and sentiment regarding the College and its programs and offerings among target audiences, particularly prospective students who make decisions about enrollment. This should include focus groups with students, faculty, staff, and alumni.
- Reaffirm existing evidence of student bias against community colleges among prospective students.
- Study and review existing College branding in order to better understand the institution.
- Provide a comprehensive research report that includes a SWOT analysis of the current brand.

Identity Recommendation (DUE: October 31, 2023)

• Provide recommendations for the College's name and primary visual identity, along with a complete brand toolkit and logo variations, if it is determined from the research that a rebrand of the institution is appropriate.

Brand Strategy, Positioning, Messaging, and Identity (If Approved by the TCC District Board of Trustees and the Florida Legislature)

- Provide a complete approved brand strategy, including positioning, differentiation, and value proposition that is unique to TCC.
- Provide an updated Identity and Branding System procedure.
- Provide a communications plan for the launch of a new brand that encompasses all key stakeholders and target audiences as well as media strategy and planning.
- Provide implementation plan framework.
- Revise secondary marks (College departments, programs, initiatives) to be consistent with College branding, as needed.

Ongoing consulting services as required to implement brand positioning strategy.

## E. Deliverables

- Minimum weekly communications outlining significant meetings, discussions, actions and results.
- Research report with qualitative analyses of current brand and its positioning.
- Recommended new name and logo.
- Brand strategy, positioning, messaging plan, and identity documents.

- Implementation plan framework for brand identity applications, including an anticipated schedule based upon available research and best practice.
- Presentation of the proposed brand identity recommendations including the elements listed above.
- Final written report outlining the elements listed above.

#### F. Eligibility

The firm should specialize in project management, research, marketing, and creative design as it relates to development of a brand. To be eligible to respond to the RFP, the firm must demonstrate significant experience with branding initiatives. Priority will be given to those firms that have experience with higher education institutions, particularly community colleges.

TCC will issue a contract to a single qualified consultant to lead the project. Proposals based on a consortium approach where more than one firm will provide support within a consulting team are acceptable.

# **INSTRUCTIONS FOR PREPARING PROPOSALS**

#### 1. PROPOSAL FORMAT:

The proposal should be divided into sections with references to parts of the RFP done on a section-by-section basis. Each section should be it own "Folder" within the USB

#### 2. PROPOSAL SUBMITTAL FORMAT AND SUBMISSION REQUIREMENTS –

Failure to provide information required in this Proposal response portion of this RFP packet may result in a disqualification of entire proposal.

## Section 1 - Introduction - Mandatory

- A brief statement of the proposer's understanding of the scope of the work to be performed;
- A confirmation that the proposer has not had a record of substandard work within the last five years
- A confirmation that, if awarded the contract, the Proposer acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract;
- Any other information that the Proposer feels appropriate;
- The signature of an individual who is authorized to make offers of this nature in the name of the proper submitting the proposal

## Section 2 - Background & Experience- Mandatory

- Describe Proposer's firm by providing its full legal name, date of establishment, type of entity and business expertise, short history, current ownership structure and any recent or materially significant proposed change in ownership.
- Provide examples of work on similar projects as described in the Scope of Services. Proposer should provide the names, phone numbers, and emails of contact persons in the organizations for whom any projects referenced in this section were conducted.
- Proposer should include three (3) written references (letters or forms are acceptable) from current or previous clients.
- Describe any issue the characteristics of which would be uniquely relevant in evaluating the experience of Proposer's firm to handle the proposed project.
- Describe any relevant specialized knowledge in brand image.

#### Section 3 - Adequacy of Management, Administrative and Personnel - Mandatory

- Identify staff members who would be assigned to act for Proposer's firm in key management and field positions providing the services described in Scope of Services, and the functions to be performed by each.
- Include resumes or curriculum vitae of each such staff member designated above, including name, position, telephone number, fax number, email address education, and years and type of experience. Describe, for each such person, the relevant branding image projects on which they have worked.
- Describe Proposer's services capabilities related to the Scope of Services including through affiliated or subcontract relationships.

#### Section 4 - Approach

- Describe your process for researching, developing, and creating a brand as described the Scope of Services.
- This request for proposal should stimulate creative, innovative thinking and to draw out the unique character and advantages of the College.

# Section 5 – Proposal Compensation – Mandatory

- Provide the Proposer's comprehensive price for providing identified services.
   Provide unit prices for deliverable items described in the Scope of Services –
   e.g. project management, research services, design. Any final price per task will be subject to a cost reasonableness determination and final negotiation.
- Provide the Proposer's rate card for additional services outside of scope that may arise during the course of the project.
- Tallahassee Community College is not liable for any cost incurred by any
  proposers prior to the execution of an agreement or contract created as a
  result of this RFP. The College shall not be liable for any costs incurred by the
  selected consultant that are not specified in the contract.

#### **Section 7- Disputes Disclosure Form-Mandatory**

The proposer shall answer and provide information for both the firm and firm's personnel within the past 10 years.

#### **Section 8- Public Entity Crimes Form- Mandatory**

#### Section 9- Proposal Response Form – Mandatory

The proposer shall complete and return the Proposal Response Form of this RFP.

#### Section 10 – Proposal Certification Form – *Mandatory*

The proposer shall complete and return the Proposal Certification Form of this RFP.

# Section 11 – Drug-Free Work Place Form – *Mandatory*

The proposer shall complete and return Drug-Free Work Place Form of this RFP.

#### Section 12 – Addendum Acknowledge Form – *Mandatory (if applicable)*

It is mandatory that the proposer complete and return all Addendum Acknowledgement Form(s) for this RFP and insert under **Section 13** of the Proposal.

Should any revisions/clarifications/supplemental instructions be needed, the College will issue a written addendum to all proposers who received an RFP package from the Purchasing Department. It is the proposers' responsibility to check with the Purchasing Department website prior to submitting a proposal to make sure they have not missed any issued addendums.

The College will also post all addenda and materials relative to this procurement on the Purchasing website: Solicitation - Tallahassee Community College (fl.edu) and the State of Florida's eProcurement System MyFloridaMarket Place Vendor Information Portal. Interested parties are responsible for monitoring these sites for new or changing information relative to this procurement.

# **DISPUTES DISCLOSURE FORM-Section 7**

Please answer the following questions **Yes** or **No**. If you answer yes to any of the questions please provide a full explanation below the question.

1.		ny of its officers received a reprimand of any nature or been suspended rofessional Regulation or any other regulatory agency or professional ast ten (10) years?
2.		ny member of your company been declared in default, terminated or ct or job related to the services your firm provides in the regular course ast ten (10) years?
3.	and reason for early ca	iname, contact name and telephone number, length of service provided, reellation/termination of contract.  Filed against it or filed any requests for equitable adjustment, contract ef description of the case, the outcome or status of suit and the lved?
misrep		ents made are true and agree and understand that any misstatement or in of facts shall be cause for forfeiture of rights for further consideration
Compa	nny Name	Date
Author	rized Signature	Title END OF SECTION

#### **PUBLIC ENTITY CRIMES-Section 8**

# STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1.	This statement is submitted to
	(print name of the public entity)
by	
	(print individual's name and title)
for	
	(print name of entity submitting statement)
wh	ose business address is:
and	d (if applicable its Federal Employer Identification Number (FEIN) is (If the entity
has	s no FEIN, include the Social Security Number of the individual signing this sworn statement:)

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(2)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(2)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

	c. I understand that a "person" as defined in Paragraph 287.133(2)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of any entity.
	d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies)
	Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with an convicted of a public entity crime subsequent to July 1, 1989.
	The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)
IN PARAGRAPH 1 (O 31 OF THE CALENDA ENTITY PRIOR TO EN	THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED NE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER R YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ITERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 297017, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

# **PROPOSAL RESPONSE FORM-Section 9**

Proposers are required to complete and submit this form. Proposers must submit five (5) copies of proposal electronically on a USB in PDF format of the proposal complete with all supporting documentation, in a sealed envelope/box marked as noted in the General Conditions of the RFP. This quantity is required so that a full and complete copy of your proposal can be provided to each member of the evaluation committee.

Company Name:				
Address	City	State	Zip	
Phone:		Fax:		
Company Toll Free	Telephone Number:			
E-Mail Address:		·		
Type of Business: _	Corporation P	artnership		
	_ Sole Partnership Joi	nt Venture		
Incorporated in Sta	te of	Date:		
Number of Years				
SSN (If Sole Proprie	torship or Partnership): Oı 	nly required if FEIN is	not provided	
I have submitted th	ne required TCC vendor ap	oplication and W9 fo	m online and have ob	tained
my TCC Workday S	upplier ID # which is SU-	·		
Name of Company	Representative:			
Printed	Si <sub>&amp;</sub>	gnature		
Title	С	)ate		

**END OF SECTION** 

#### **PROPOSAL CERTIFICATION-Section 10**

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

I hereby agree to furnish the items and/or services at the prices and terms stated in my proposal. I have read, understand and will comply with all of the terms and conditions of the Invitation to Bid.

This company is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all people without regard to race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the Secretary of Labor.

I certify that I have received the following	ng addenda (if any):
Addendum	Dated
Addendum	Dated
Signature	
Name(s) and Title(s)	·
Legal Name of Proposer	
Mailing Address	
City, State, Zip	
Telephone	Fax
Date	_

By submitting a proposal, the proposer acknowledges that he/she has read this Request for Qualifications, understands it, and agrees to be bound by its terms and conditions. Proposals must be made in the official name of the firm or individual under which the business is conducted, signed by a person authorized to sign contracts on behalf of the firm and submitted with the completed RFP. Each responding firm shall submit only one proposal.

**NOTE:** Please return to Tallahassee Community College with your proposal.

# **DRUG FREE WORKPLACE-Section 11**

Drug-	ree Workplace: Yes N/A			
If Yes	please complete this form.			
The u	dersigned Proposer in accordance with Florida Statute 287.087 hereby certifies that does:			
1.	Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.			
2.	2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.			
3.	3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).			
4.	4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty or nolo contendere, to any violation of Chapter 893, or any controlled substance law of the United States or any state violation occurring in the workplace, no later than five (5) days after such conviction.			
5.	<ol> <li>Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by an employee who is so convicted.</li> </ol>			
6.	6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.			
As the require	erson authorized to sign the statement, I certify that this firm complies fully with the above ments.			
Vendo	s Signature			
Date				

# **ADDENDUM ACKNOWLEDGEMENT FORM-Section 12**

RFP # TBD ADDENDUM #1

# TALLAHASSEE COMMUNITY COLLEGE 444 Appleyard Drive Tallahassee, Florida 32304-2895 850.201.8520

www.tcc.fl.edu



Bid No:	RFP # TBD			
Bid Title:	SAMPLE PE	ROJECT		
Opening Date:	TBD @ 2:00 p.m.			
ADDENDUM NO:	One (1)	Date:	XXXXXXX, 00, 2021	
PLEASE BE ADVISED THA SPECIFICATIONS OF THE			APPLICABLE TO THE ORIG	INAL
This addendum include	s the following:			
THIS ADDENDUM NOW	BECOMES A PART (	OF THE ORIGINA	L RFP.	
THE ADDENDUM ACK REPRESENTATIVE, DATE			E SIGNED BY AN AUTH ONSE.	HORIZED COMPANY
RESPONDENT:		BY:		
ADDRESS:		PHONE:		
CITY, STATE:				
DATE:				
AUTHORIZED SIGNATUR	RE:			