

# TALLAHASSEE STATE COLLEGE

Invitation for Negotiations (ITN)

STUDENT ATHLETE HOUSING

ITN 2026-02



Solicitations Due – February 10, 2026 - 1:45 p.m. EST

Solicitation Opening – February 10, 2026 - 2:00 p.m. EST

[www.tsc.fl.edu/purchasing](http://www.tsc.fl.edu/purchasing)

## ***Table of Contents***

GENERAL CONDITIONS	3
INSURANCE REQUIREMENTS	12
GENERAL INFORMATION/CALENDAR	14
PROPOSAL SPECIFICATIONS	15
EVALUATION PROCESS/CRITERIA	19
INSTRUCTIONS FOR PREPARING PROPOSALS	21
ADDITIONAL REQUIRED FORMS	27

## GENERAL CONDITIONS

**PROPOSERS:** To ensure 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 in the attached proposal documents.

The 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 the 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. **NUMBER OF COPIES:** Proposers must submit **two (2) complete electronic bids on individual 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 (2) USB's are to be in a sealed envelope/box marked as stated in the Proposal Submission clause.
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. **DUE DATE AND TIME:** **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. **SUPPLIER REGISTRATION REQUIREMENTS:** Prior to the award of this solicitation, supplier(s) must be registered in TSC's Workday Supplier database. If you previously submitted these forms and received your **TSC Workday Supplier ID** number, you will not need to re-submit.

If you are not a registered TSC supplier, prior to award of this solicitation you will need to complete our online TSC Vendor Application Form at: [Supplier Information - Tallahassee State College](#) . 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 TSC Supplier ID Number.

If you are unsure about your registration status in TSC's database, please E-mail Dustin Frost [Dustin.Frost@TSC.fl.edu](mailto:Dustin.Frost@TSC.fl.edu).

7. **DELAYS:** The College, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the College to do so. The College will notify Proposers of all changes in scheduled due dates by written addendum.
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 ITN, such revisions and amendments, if any, will be announced by an addendum to the ITN. 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 ITN may be postponed by such number of days as in the opinion of the Purchasing Director that will enable Proposers to revise their ITN. In such cases, the addendum will include an announcement of the new ITN 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. **CONFLICT OF INTEREST:** 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. **DISQUALIFICATION:** 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. **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. **POSTING OF RESULTS:** Intent to Award will be posted for review by interested parties on the TSC Purchasing website [Solicitation - TALLAHASSEE STATE COLLEGE \(fl.edu\)](#) and the State of Florida's Procurement system [MyFloridaMarket Place](#) on or about the date provided on the enclosed ITN 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 STATE COLLEGE**

Procedure for Contract Solicitation or Award Bid Protest procedures may be obtained from the TSC Purchasing Office or accessed by going to the TSC Purchasing website using this link: [TSC-Bid-Protest-Procedures](#).

13. **ADDITIONAL INFORMATION:** 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 [Dustin.Frost@TSC.fl.edu](mailto:Dustin.Frost@TSC.fl.edu). The College will provide written answers via Question and Answer form posted at [Solicitation - TALLAHASSEE STATE COLLEGE \(fl.edu\)](#) and [MyFloridaMarket Place](#). The College will not be responsible for any oral instructions given 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 ITN 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. **ACCURACY OF PROPOSAL INFORMATION:** Any proposer which submits in its proposal to the College any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
19. **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 ITN prior to their performance, it shall be the responsibility of the firm to notify the TSC 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. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** 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. **TERMINATION:** If a contract is awarded as a result of this ITN 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 ITN, 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 as a 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 ITN 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 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 ITN.
29. **DISPUTES & PROTESTS:** 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. **FAMILIARITY WITH LAWS:** All proposers are required to comply with all Federal, State, and Local laws, codes, rules and regulations controlling the action or operation of this ITN. 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. The 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. **DEFAULT.** 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. **AFFIRMATION:** 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 ITN 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 into based on this ITN will be specified in the contract.
39. **FEDERAL FUNDING SOURCE:** If the source of funding is federal, then Federal requirements must be followed including but not limited to Equal Employment Opportunity laws and regulations, the Davis Bacon Wage Act, Anti-Lobbying Certification, the Contract Work Hours and Safety Standards Act, provisions in 2 CFR Part 200.
40. **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.

41. **VERIFICATION OF EMPLOYMENT:** In accordance with F.S. 448.095, 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 STATE COLLEGE.
42. **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.
43. **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.
44. **SPECIAL CONDITIONS:** Any and all special conditions and specifications attached here to which vary from these general conditions shall have precedence.
45. **DEBARMENT:** 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.
46. **LOBBYING:** Proposer or Contractor is prohibited from using funds provided under this ITN 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.
  47. **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.
  48. **SELECTION PROCESS:** The successful company will be selected based on the evaluation criteria described in the applicable sections of this ITN.
  49. **ASSIGNMENT:** Neither this ITN nor any duties or obligations assumed under any agreement or contract(s) resulting from this ITN shall be assigned by the Firm without prior written consent of the College.
  50. **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.
  51. **INDEPENDENT PROPOSER:** 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. The proposer is, and shall remain, an independent contractor with respect to all services performed.
  52. **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.
  53. **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.
  54. **PROPOSED MATERIALS:** The material submitted in response to the ITN 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.

55. **PROPRIETARY MATERIAL:** All rights to proprietary material must be transferable to the College in the event the firm goes out of business.
56. **OWNERSHIP OF WORK PRODUCTS:** The College will be considered the owner of all work products produced under any contract that results from this ITN.
57. **ERRORS AND OMISSIONS:** The proposer is expected to comply with the true intent of this ITN 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 ITN.
58. **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 ITN.
59. **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 ITN or a Statements of Qualifications in any way incomplete or irregular. Conditional Statements of Qualifications will not be accepted.
60. **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 ITN, preferably from other educational institutions, which shall include the complete name, address, telephone number, and contact person.
61. **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.
62. **SUBMITTAL:** Proposals must be received by the TSC Purchasing Office by **February 10, 2026, at 1:45 pm** EDST.

Proposal Number: ITN 2026-01

Proposals will be opened: **February 10, 2026 at 2:00 pm** EDST

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

**Send Proposal to:**

TALLAHASSEE STATE 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:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate
- \$1,000,000 products/completed operations aggregate (if applicable)
- \$1,000,000 personal & advertising injury
- \$100,000 fire damage (any one fire)

2. Automobile Liability Insurance (if any vehicles are used for program)

If the Provider offers/shuttles, maintenance vehicles, courtesy cars, etc:

- \$1,000,000 Combined Single Limit (CSL)

3. Workers' Compensation Insurance in accordance with statutory requirements, as well as the following:

Employer's liability insurance with limits of not less than

- \$100,000 for each accident
- \$100,000 for each person
- \$500,000 aggregate

4. Umbrella/Excess Liability

- \$2,000,000 umbrella/access

5. Cyber/Privacy, when applicable for services provided, not less than \$1,000,000

6. Professional Liability, when applicable for services provided, not less than \$1,000,000

#### 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/](http://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. The 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.

END OF SECTION

## **GENERAL INFORMATION**

**SCHEDULE OF EVENTS:** The College will attempt to adhere to the following schedule of events:

<b>Date</b>	<b>Time</b>	<b>Description</b>
January 27, 2026	5:00 PM	Release of ITN to Public, Posted on <a href="#">MyFloridaMarket Place &amp; Solicitation - TALLAHASSEE STATE COLLEGE (fl.edu)</a>
January 30, 2026	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@TSC.fl.edu">Dustin.frost@TSC.fl.edu</a>
February 3, 2026	5:00 PM	Anticipated Date of official response to questions via Question and Answer Form will be posted on <a href="#">MyFloridaMarket Place &amp; Solicitation - TALLAHASSEE STATE COLLEGE (fl.edu)</a>
February 10, 2026	1:45 PM	Proposals Due
February 10, 2026	2:00 PM	Proposal Opening
February 13, 2026	10:00AM	Proposal Evaluations Meeting, Administration Building (AD) Building#27, Room 235 (Start at 10:00am)
February 13, 2026	By 5:00 PM	Notification of short list companies and scheduling of site visits & negotiations. Short list will be posted on <a href="#">MyFloridaMarket Place &amp; Solicitation - TALLAHASSEE STATE COLLEGE (fl.edu)</a>
February 17-20, 2026	TBD	Site Visits and Negotiations
February 24, 2026	1:00 PM	Anticipated date that the intended award will be posted
March 23, 2026	2:30 PM	Recommendation to the Board of Trustees

END OF SECTION

## PROPOSAL SPECIFICATIONS

### 1. SCOPE OF SERVICES SOUGHT

#### A. **Overview**

The College seeks to secure off-campus apartment housing for approximately 70 student-athlete beds in a safe, well-managed environment with predictable pricing, strong security, and bundled services. The Provider shall supply furnished apartment units and related services in accordance with this SOW.

#### B. **Program Requirements and Priorities**

- Price and cost predictability (total cost, transparency of all fees, and caps on escalation).
- Safety and security (access control, lighting, patrol/monitoring, incident response, emergency procedures).
- Services included (utilities, internet, maintenance response, pest control, parking, management support).

#### C. **Statement of Work**

The Provider shall provide all items and services necessary to deliver the housing program described below.

##### HOUSING CAPACITY AND UNIT CONFIGURATION

- Provide a total of 70 beds available for College-assigned student-athletes and /or coaches.
- Units may be configured as 2-bedroom, 3-bedroom, or 4-bedroom apartments.
- Proposer shall identify the proposed unit mix (number of 2BR/3BR/4BR units) and total beds per unit.
- Proposer shall confirm the ability to deliver the full 70-bed commitment by the required move-in date.

##### LOCATION AND ACCESS

- Proposer shall provide the property address(es) and approximate distance/time to the College campus(es) served.
- Proposer shall describe access to public transportation and/or shuttle options (if offered).
- Proposer shall identify any access restrictions, gate hours, or visitor policies.

##### FURNISHINGS AND UNIT STANDARDS

All units shall be move-in ready and include, at minimum, the following:

- Bedroom: bed frame and mattress, dresser, desk/table and chair, and closet/storage.

- Common area: sofa and chair(s); dining table/chairs as appropriate.
- Kitchen: refrigerator, stove/oven, microwave; dishwasher preferred; adequate cabinets/counter space.
- HVAC in good working order; hot water service adequate for occupancy.
- Functional locks on unit entry doors. Bedroom door locks preferred if compliant with applicable codes.
- Units delivered clean with documented move-in inspection checklist.

**PRICING AND FEES (PRIORITY REQUIREMENT)**

Proposer shall submit a complete pricing schedule with all costs disclosed.

- Provide pricing on a per-bed, per-month basis and as a total annual cost for 70 beds.
- Disclose all fees, including (as applicable): application/admin fees, deposits, utility caps/overages, furnished premiums, parking, late fees, lockout fees, cleaning/damage charges, and any other charges. Student-athletes will be responsible for all fees of utility cap overages, lockout fees, cleaning/damage charges and any other charges as a result of the student-athlete negligence.
- Identify any incentives, discounts, fee waivers, or bundled items included in the base price.
- Propose a price hold or escalation method for renewal years (e.g., CPI-based cap or fixed percentage cap).

**SAFETY AND SECURITY (PRIORITY REQUIREMENT)**

Proposer shall maintain and document a safety and security program that includes at minimum:

- Site lighting: adequate exterior lighting for parking areas, walkways, and building entrances.
- Access control: controlled building access and/or gated entry where available; key/fob/credential process.
- Monitoring and patrol: on-site security, courtesy patrols, and/or monitored cameras in common areas and parking areas (as applicable).
- Emergency procedures: written procedures for fire, severe weather, medical incidents, and criminal incidents; 24/7 emergency contact.
- Incident coordination: designated liaison and notification protocols for serious incidents involving College-assigned residents, consistent with applicable privacy laws.

**INCLUDED SERVICES (PRIORITY REQUIREMENT)**

Proposer shall identify which services are included in the base price and which are optional add-ons. At minimum, address:

- Utilities: water/sewer, trash, electricity, and high-speed internet (preferred included).

- Maintenance: 24/7 emergency maintenance; routine maintenance response targets and work-order tracking.
- Pest control: regular pest control included.
- Parking: availability and any parking fees; number of spaces per unit/bed (as available).
- On-site management: business-hour support and after-hours contact process.

#### OCCUPANCY, ASSIGNMENT, AND TERM

- The Provider will clearly provide instructions on move-in and move-out procedures with TSC Athletics.
- The Provider will enter into a separate tenant/user agreement with each student-athlete for additional fees/charges.
- The College will assign eligible student-athletes to beds/units; Provider shall coordinate assignment logistics.
- Provider shall describe roommate matching options and unit assignment constraints, if any.

#### POLICIES AND STUDENT CONDUCT

Provider shall provide written policies for residents, including at minimum:

- Guest/visitor policies, quiet hours/noise policies, smoking/vaping policies, alcohol/controlled substance policies, pets, and prohibited conduct.
- Disciplinary and eviction processes, including timelines and communication protocols with the College (as permitted by law).

#### REPORTING AND COMMUNICATION

- Provide a single point of contact (Account Manager) for the College.
- Provide occupancy reports for College-assigned beds (move-ins, move-outs, transfers) at least monthly upon request.
- Provide incident summaries and service performance information upon request, consistent with applicable laws.

#### DELIVERABLES

The Provider shall deliver the following, at minimum:

- Reserved inventory sufficient to provide 70 beds with identified unit mix and addresses.
- Move-in readiness inspections and checklists.
- Safety and security plan, emergency procedures, and contact methods.
- Complete pricing schedule with all fees disclosed.
- Services-included matrix.
- Maintenance standards and response time commitments.
- Resident handbook and property rules.

PERFORMANCE STANDARDS (SERVICE LEVEL EXPECTATIONS)

The College may include the following service level expectations in the final agreement:

- Emergency maintenance: acknowledgment within 2 hours and dispatch as needed.
- Routine maintenance: acknowledgment within 1 business day; resolution targets by severity.
- Safety/security incidents: timely response and College notification for serious incidents as practicable.
- Unit readiness: units available by agreed move-in date with documented inspection.

**D. Term of Contract**

The Contract resulting from this ITN will be for a minimum of one (1) year and a maximum of five (5) years.

END OF SECTION

## EVALUATION PROCESS/CRITERIA

### 1. EVALUATION METHOD:

- A. **PHASE ONE** of the evaluation process will consist of an Evaluation Committee composed of TSC staff members, selected by the College's Vice President for Student Services, which will conduct an initial evaluation of all written proposal responses. After scoring written proposals, the College may shortlist the highest ranking Proposer(s) to move to **Phase Two**.
- B. **PHASE TWO** of the evaluation process may consist of in-person presentations/interviews, site visits and contract negotiations.

The College reserves the right to negotiate with one or more responsive and responsible proposers included on the shortlist.

- C. Upon completion of all evaluation phases, the selection committee will make a recommendation to the District Board of Trustees that is in the best interests of the College.
- D. The College shall be the judges of this project's best interests, the proposals, and approval of the resulting contract. The College's decision will be final. The College shall be the sole judge of its own best interests, the proposals, and approval of the resulting contract.

### 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/ Forms
- 4. Submission of a late proposal
- 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.
- C. Shortlisting is not an award.

### 4. STATEMENT OF QUALIFICATION:

A. To ensure that all ITN's are evaluated fairly, it is very important that the ITN's are prepared according to the prescribed format below and include all requested documentation and information.

**B. Point System-Written Proposal**

<b><u>Criteria for Evaluating Written Proposals</u></b>	<b><u>Weight</u></b>
Pricing and Cost Predictability (0-50 points)	50%
Safety and Security (0-20 points)	20%
Services Included (0 to 20 points)	20%
Location and Unit Configuration(0-5pts)	5%
Vendor Experience and References (0-5pts)	5%
<b><u>TOTAL</u></b>	<b><u>100%</u></b>

END OF SECTION

## **INSTRUCTIONS FOR PREPARING PROPOSALS**

### **1. PROPOSAL FORMAT:**

The proposal should be divided into sections with references to parts of the ITN done on a section-by-section basis. Each section should be its own “Folder” within the USB. **Additionally, create one (1) folder that includes the entire proposal.**

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

- Submit your proposal in the order shown below using the same section numbers and headings.
- Provide clear, specific responses. “Will comply” without details may be deemed non-responsive.
- Include all required attachments/forms
- The College may request clarifications, conduct site visits, and verify information provided.

### **Section 01 – Proposer Information (Required)**

#### **1.1 Company Overview**

- Legal name of Provider (as registered)
- FEIN (or equivalent)
- Address (corporate and local office, if different)
- Website
- Primary contact name/title/email/phone
- Authorized signatory name/title/email/phone

#### **1.2 Property Ownership/Authority to Lease**

- Identify whether Proposer is the owner, property manager, or agent.
- Provide documentation of authority to offer the units/beds (e.g., proof of ownership, management agreement, or authorization letter).

#### **1.3 Experience & References**

- Describe experience providing student housing blocks or similar group housing.
- Provide a minimum of three (3) references for comparable housing programs (preferably college/athletics). Include contact name, title, phone, email, term, and number of beds.

### **Section 02 – Housing Capacity and Unit Configuration (Required)**

#### **2.1 Guaranteed Capacity Commitment**

- Confirm ability to provide 70 beds for college-assigned student-athletes and/or coaches.

#### **2.2 Unit Mix Proposal (Required)**

- Provide the proposed unit mix and bed count per unit type:

Unit Type	# Units	Beds per Unit	Total Beds
2BR			
3BR			
4BR			
TOTAL			70

### **Section 03 – Location and Access (Required)**

#### **3.1 Property Locations (Required)**

- List the property address(es) proposed.
- Provide approximate distance and travel time to the campus(es) served.

#### **3.2 Transportation**

- Describe access to public transportation.
- Describe any shuttle options (if offered), including schedule, capacity, and cost (if any).

#### **3.3 Access Restrictions**

- Identify gate hours, visitor policies, parking restrictions, and any access limitations that could affect College-assigned residents.

### **Section 04 – Furnishings and Unit Standards (Required)**

#### **4.1 Furnishings Confirmation**

- Confirm units are move-in ready and include at minimum:
  - Bedroom: bed frame + mattress, dresser, desk/table and chair, closet/storage
  - Common area: sofa and chair(s), dining table/chairs as appropriate
  - Kitchen: refrigerator, stove/oven, microwave; dishwasher (state yes/no)
  - HVAC and hot water in good working order

#### **4.2 Locks & Security Features**

- Confirm functional locks on unit entry doors.
- State whether bedroom door locks are provided (and compliance considerations).

#### **4.3 Unit Condition & Readiness**

- Describe unit cleaning standards and turnover process.
- Provide sample move-in inspection checklist and how it is documented/retained.

**Section 05 – Pricing and Fees (Priority Requirements-Required)**

**5.1 Pricing Schedule (Required)**

Provide all pricing as per-bed, per-month and total annual cost for 70 beds.

<u>Cost Component</u>	<u>Per Bed / Month</u>	<u>Annual Total (70 Beds)</u>	<u>Notes</u>
<u>Base rent (furnished)</u>			
<u>TOTAL</u>			

**5.2 Fees and Charges Disclosure (Required)**

- Disclose all fees (even if \$0). Check all that apply and provide amounts/terms:
- Application/Admin fee \$\_\_\_\_\_
- Deposit(s) \$\_\_\_\_\_
- Utility cap \$\_\_\_\_\_ / overage method \_\_\_\_\_
- Parking fee \$\_\_\_\_\_
- Late fee \$\_\_\_\_\_
- Lockout fee \$\_\_\_\_\_
- Cleaning fee(s) \$\_\_\_\_\_
- Damage charges methodology \_\_\_\_\_
- Other (list) \_\_\_\_\_
  
- Required statement: Student-athletes will be responsible for utility cap overages, lockout fees, cleaning/damage charges, and other charges resulting from student-athlete negligence. The College will only be responsible for the base rent.
  
- Describe how this is billed/collected and how disputes are handled.

**5.3 Incentives / Discounts**

- Identify any incentives, discounts, fee waivers, or bundled items included in base pricing.

**5.4 Renewal / Escalation (Required)**

- Propose a price hold or escalation method for renewal years (e.g., CPI cap, fixed percentage cap). Provide the exact formula and cap.

**Section 06 – Safety and Security (Priority Requirements-Required)**

**6.1 Safety & Security Program Overview**

- Describe the program and include supporting documentation where applicable.

**6.2 Site Lighting**

- Describe exterior lighting coverage for parking areas, walkways, and building entrances.6.3 Access Control
- Describe access control methods (gates, building access, keys/fobs/credentials) and the issuance/revocation process.

**6.4 Monitoring / Patrol**

- Identify applicable measures:
- On-site security staff
- Courtesy patrols
- Monitored cameras (common areas/parking)
- Other: \_\_\_\_\_
- Provide hours of coverage, scope, and response protocols.

**6.5 Emergency Procedures & 24/7 Contact**

- Provide written procedures for fire, severe weather, medical incidents, criminal incidents.
- Provide 24/7 emergency contact process and escalation procedures.

**6.6 Incident Coordination with the College**

- Identify a designated liaison.
- Describe notification protocols for serious incidents involving College-assigned residents, consistent with applicable privacy laws.

**Section 07 – Included Services (Required)**

**7.1 Services-Included Matrix**

- Complete the table below (add rows as needed):

<u>Service</u>	<u>Included in Base Price (Y/N)</u>	<u>Optional Add-On (Y/N)</u>	<u>Notes/Limitations</u>
<u>Water/Sewer</u>			
<u>Trash</u>			
<u>Electricity</u>			
<u>Internet (high-speed)</u>			
<u>Pest Control</u>			
<u>Parking</u>			
<u>On-site Management</u>			
<u>Other:</u>			

**7.2 Maintenance Standards**

- Confirm 24/7 emergency maintenance availability.
- Provide routine maintenance response targets and work-order tracking method.

### **7.3 Parking**

- Number of spaces per unit/bed (as available)
- Any fees and rules

## **Section 08 – Occupancy, Assignment and Term (Required)**

### **8.1 Move-In/Move-Out Procedures**

- Provide step-by-step procedures. This will be coordinated with TSC Athletics.

### **8.2 Student-Athlete Tenant/User Agreement**

- Confirm the Provider will enter into a separate tenant/user agreement with each student-athlete for additional fees/charges described in Section 5.2 and provide a sample agreement.

### **8.3 Assignment Process**

- Confirm College assigns eligible student-athletes to beds/units.
- Describe how Provider coordinates assignment logistics.
- Describe any unit assignment constraints.

## **Section 09 – Policies and Student Conduct (Required)**

### **9.1 Provide written policies including at minimum:**

- Guest/visitor policies
- Quiet hours/noise
- Smoking/vaping
- Alcohol/controlled substances
- Pets
- Prohibited conduct

### **9.2 Discipline/Eviction Process**

- Describe disciplinary and eviction processes, timelines, and communication protocols with the College (as permitted by law).

## **Section 10 – Reporting and Communication (Required)**

### **10.1 Account Manager**

- Provide a single point of contact for the College.

### **10.2 Reporting**

- Confirm ability to provide occupancy reports (move-ins, move-outs, transfers) at least monthly upon request.

**10.3 Incident / Performance Reporting**

- Confirm ability to provide incident summaries and service performance information upon request, consistent with applicable laws.

**Section 11 – Disputes Disclosure Form (Required)**

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

**Section 12 – Public Entity Crimes Form (Required)**

**Section 13 – Proposal Certification Form (Required)**

**Section 14 – Affidavit Regarding the Use of Coercion for Labor and Services (Required)**

**Section 15 – Drug-Free Workplace Form (Required)**

**Section 16 – E-Verify Form (Required)**

**Section 17 – Conflict of Interest Disclosure From (Required)**

**Section 18 – Addendum Acknowledge Form – (if applicable)**

It is mandatory that the proposer complete and return all Addendum Acknowledgement Form(s) for this ITN. Should any revisions/clarifications/supplemental instructions be needed, the College will issue a written addendum to all proposers who receive an ITN 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 Documents - TALLAHASSEE STATE 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.

END OF SECTION

**DISPUTES DISCLOSURE FORM-Section 11**

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. Has your company or any of its officers received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association with in the last ten (10) years?

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2. Has your company or any member of your company been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last ten (10) years?

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*If yes, indicate company name, contact name and telephone number, length of service provided, and reason for early cancellation/termination of contract.*

3. Has your company had filed against it or filed any requests for equitable adjustment, contract claims or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts involved?

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I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

---

Company Name

Date

---

Authorized Signature

Title

END OF SECTION

**PUBLIC ENTITY CRIMES-Section 12**

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)**

whose business address is: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and (if applicable its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. (If the entity has 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)**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 297017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
Signature

END OF SECTION

**PROPOSAL CERTIFICATION-Section 13**

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 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 ITN. Each responding firm shall submit only one proposal.**

**NOTE:** Please return to TALLAHASSEE STATE COLLEGE with your proposal.

END OF SECTION

**AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES-Section 14**

The District Board of Trustees of Tallahassee State College  
Required Affidavit Regarding the Use of Coercion for Labor and  
Services

<u>Contractor Name:</u> _____		
<u>Contractor FEIN:</u> _____		
<u>Contractor's Authorized Representative Name and Title:</u> _____		
<u>Address:</u> _____		
<u>City:</u> _____	<u>State:</u> _____	<u>Zip:</u> _____
<u>Phone Number:</u> _____		
<u>Email Address:</u> _____		

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The District Board of Trustees of Tallahassee State College, is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of the Contractor, I certify that the Contractor identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document, and the facts stated in it are true.

By: \_\_\_\_\_  
Authorized Signature

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

END OF SECTION

**DRUG FREE WORKPLACE-Section 15**

Drug-Free Workplace: \_\_\_\_\_ Yes    \_\_\_\_\_ N/A

**If Yes please complete this form.**

The undersigned 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. 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. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
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. 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.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

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

\_\_\_\_\_  
Vendor’s Signature  
\_\_\_\_\_

END OF SECTION

**E-VERIFY FORM-SECTION 16**

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/ PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. All employees hired by Contractor on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.
6. The College may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the College as a result of the termination of this Contract.

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Authorized Signature Date

---

Printed Name

---

Title

---

Name of Entity/Corporation

END OF SECTION

**CONFLICT OF INTEREST DISCLOSURE FORM- Section 17**

PROJECT (ITN, RFP, ITN, BID) NUMBER: \_\_\_\_\_

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal: the name of any officer, director, or agent who is also an employee of Tallahassee State College. Furthermore, all respondents must disclose the name of any TSC employee who owns, directs, or indirectly, an interest of more than five percent (5%) in the respondent's firm or any of its branches.

The purpose of this disclosure statement is to give the College the information needed to identify potential conflicts of interest for screening evaluation team members and other key personnel involved in the award of this contract. The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any College duty or responsibility in administration, management, instruction, research, or other professional activities. The bias such conflicts could conceivably impart may inappropriately affect the goals of research, instructional, or administrative programs. The education of students, the methods of analysis and interpretation of research data, the hiring of staff, procurement of materials, and other administrative tasks at the College must be free of the undue influence of outside interests.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of instructional, research, or administrative goals, processes, or outcomes. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

Please check one of the following statements and attach necessary documents if necessary:

\_\_\_\_\_ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

\_\_\_\_\_ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project

Legal Name of Respondent \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Name (print or type) \_\_\_\_\_

Title \_\_\_\_\_

END OF SECTION

**ADDENDUM ACKNOWLEDGEMENT FORM-Section 18**

ITN # TBD  
ADDENDUM #1

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

Sample

Bid No: ITN # TBD

Bid Title: SAMPLE PROJECT

Opening Date: TBD @ 2:00 p.m.

ADDENDUM NO: One (1) Date: XXXXXXX, 00, 2021

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

This addendum includes the following:

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL ITN.

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

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

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

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

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

AUTHORIZED SIGNATURE: \_\_\_\_\_

END OF SECTION