****

REQUEST FOR PROPOSAL

for

*INSERT SERVICE HERE*

PROPOSAL NUMBER: \_\_\_\_\_\_\_

PROPOSAL OPENING DATE: \_\_\_\_\_\_\_\_

PROPOSAL OPENING TIME: \_\_\_\_\_\_\_\_

*Electronic copies of this Request for Proposal (RFP) can be obtained by contacting Joel Sims at jsims@tnstate.edu.*



**Office of Procurement**

**Tennessee State University**

3500 John A. Merritt Blvd.

Nashville, TN 37209-1561

Telephone: (615) 963-5181

Fax: (615) 963-5192

**INSERT DATE HERE**

Dear Prospective Proposer:

Tennessee State University (TSU) is soliciting proposals from prospective **INSERT SERVICE** **HERE** companies to manage and provide quality and affordable **INSERT SERVICE HERE**.

Each qualified and prospective proposer submitting a proposal and meeting the proposal requirements and criteria is requested to present their proposal in such a manner so that the University can make a reasonable analysis and determination of their capabilities to provide the requested services.

Please complete all applicable requirements and attachments to the Request for Proposal (RFP) as this information is required in evaluating your proposal.

The University appreciates your interest and welcomes your participation in the competitive procurement process.

Sincerely,

Joel L. Sims, Jr.

Joel L. Sims, Jr.

Director of Procurement Services

/seb

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**SECTION 1 - INTRODUCTION**

**1.1 Background**

This Request for Proposal (RFP) is initiated by Tennessee State University and offered to prospective proposers for the services listed herein. Founded in 1912, Tennessee State University is a comprehensive, urban, co-educational, land-grant institution in Nashville, TN, and is the only public institution in the city. TSU offers two locations, the 450-acre main campus along the Cumberland River, and the downtown Avon Williams campus near the center of Nashville’s business and government district. TSU offers 45 bachelor’s degree programs, 24 master’s degree programs, and seven doctoral programs. Tennessee State University holds the distinction of a Carnegie Community Engaged University.

**1.2 Statement of Purpose**

Tennessee State University, hereinafter Institution, has issued this Request for Proposal (RFP) to define the Institution’s minimum service requirements; solicit proposals; detail proposal requirements; and, outlines the Institution’s process for evaluating proposals and selecting the contractor.

Through this RFP, Institution seeks to select the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are small, minority, or women-owned an opportunity to do business with the Institution as contractors and subcontractors. Vendors must complete the Minority/Ethnicity form (See Attachment 6.1 for form and classification definitions)

The Institution intends to secure a contract with a responsible, qualified and reliable contractor to provide **BRIEF STATEMENT OF SERVICES TO BE PURCHASED OR BRIEF SUMMARY OF THE PROBLEM TO BE ADDRESSED BY THE RESULTING CONTRACT**.

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

The RFP Attachment 6.2, *Pro Forma* Contract details the Institution’s required:

* Scope of Services and Deliverables in Section A;
* Contract Period in Section B;
* Payment Terms in Section C;
* Standard Terms and Conditions in Section D; and,
* Special Terms and Conditions in Section E.

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

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

It is acknowledged that Tennessee State University is issuing this proposal with the option for other institutions within the University of Tennessee System of Higher Education, the Tennessee Board of Regents System, and the State of Tennessee Departments to utilize the resulting Agreement. A listing of these institutions is provided in Attachment 6.10. After the initial term of the resulting Contract, and each year of the Contract thereafter, the Institution reserves the right to re-negotiate more favorable terms/pricing if more institutions choose to join the resulting Contract.

**1.5 Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Institution’s contracted programs or activities on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the Institution or in the employment practices of the Institution’s contractors. Accordingly, all vendors entering into contracts with the Institution shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

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

Linda Spears, Associate Vice President/Director

Human Resources

Tennessee State University

3500 John A. Merritt Boulevard

Nashville, Tennessee 37209-1561

Telephone: 615/963-5281

Fax: 615/963-5024

Email: lspears@tnstate.edu

**1.6 Assistance to Proposers with a Disability**

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

**1.7 RFP Communications**

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

**1.7.1.1 Interested Parties must direct all communications regarding this RFP to the following RFP Coordinator, who is the Institution’s only official point of contact for this RFP.**

Joel L. Sims, Jr., Director

Office of Procurement

Tennessee State University

3500 John A. Merritt Boulevard

Nashville, Tennessee 37209-1561

Tel: 615/963-5181, Fax: 615/963-5192

Email: jsims@tnstate.edu

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

**RFP No. NUMBER**

1.7.3 **Any oral communications shall be considered unofficial and non-binding with regard to this RFP.**

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

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

1.7.6 The Institution reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The Institution’s official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.

1.7.7 The Institution will convey all official responses and communications pursuant to this RFP to potential Proposers to whom the Institution mailed a Request for Proposal and from which the Institution has received a Notice of Intent to submit a proposal.

1.7.8 Only the Institution’s official, written responses and communications shall be considered binding with regard to this RFP. Any person, proposer or proposer’s representative making unauthorized contacts with employees, officers, or agents of the Institution, will be disqualified from bidding and any documents will not be opened. Any prior commitments, written or oral, are superseded by this RFP.

1.7.9 The Institution reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (*e.g.*, written, facsimile, electronic mail, Internet posting or sciquest.ionwave.net/tnstate).

1.7.10 Any data or factual information provided by the Institution, in this RFP or an official response or communication, shall be deemed for informational purposes only, and if a Proposer relies on such data or factual information, the Proposer should either: (1) independently verify the information; or, (2) obtain the Institution’s written consent to rely thereon.

1.7.11 This proposal is offered to the proposer to whom it is addressed and may not be transferred to any other proposer without prior approval from the primary contact person indicated in Item 1.7.1.1 above.

**1.8 Notice of Intent to Propose**

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

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

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

**1.9 Proposal Deadline**

Proposals must be submitted no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond to the written RFP and any RFP exhibits, attachments, or amendments. A late proposal shall not be accepted, and a Proposer's failure to submit a proposal before the deadline shall cause the proposal to be disqualified.

**1.10 Pre-Proposal Conference**

A Pre-Proposal Conference will be held at the time and date in the RFP Section 2, Schedule of Events. The purpose of the conference is to discuss the RFP scope of services. Proposers may submit questions to be discussed during the Pre-Proposal Conference by the written questions deadline in RFP Section 2, Schedule of Events. However, no response to questions will be entertained prior to the pre-proposal conference. Responses to any question(s) at the Pre-Proposal Conference shall be considered tentative and non-binding with regard to this RFP. Additional questions concerning the RFP should be submitted in writing prior to the Written Comments Deadline date in the RFP Section 2, Schedule of Events. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the Institution as described in RFP Sections 1.7, et seq., above and on the date detailed in the RFP Section 2, Schedule of Events. Pre-Proposal Conference attendance is not mandatory, and each potential Proposer may be limited to a maximum number of attendees depending upon space limitations. The conference will be held at:

Bid Conference Room, 2nd Floor

General Services Building

Tennessee State University

Office of Procurement Services

3500 John A. Merritt Boulevard

Nashville, Tennessee 37209-1561

**1.11 Written Questions/Answer Period**

A question and answer period deadline is in the RFP Section 2, Schedule of Events. The purpose of the written question/answer period is to allow Proposers to submit any questions they may have in regard to the scope of services requested. To ensure accurate, consistent responses to all known potential Proposers, the official response to all questions will be issued by the Institution as described in RFP Sections 1.7, et seq., above and on the date in the RFP Section 2, Schedule of Events.

**1.12 Performance Bond**

The Institution shall require a performance bond upon approval of a contract pursuant to this RFP. The amount of the performance bond must be in the sum equal to 100% of the first year contract cost. The successful Proposer shall obtain the required performance bond in form and substance acceptable to the Institution (refer to RFP Attachment 6.8) and provide it to the Institution no later than the Performance Bond Deadline date in the RFP Section 2, Schedule of Events. Failure to provide the performance bond by the deadline shall result in contract termination.

**1.13 Onsite Visit**

An onsite visit will be conducted immediately following completion of the Pre-Proposal Conference. Participating proposers should be prepared to visit the service locations to become familiar with the physical conditions surrounding the area and become acquainted with the service locations.

**SECTION 2 - RFP SCHEDULE OF EVENTS**

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

|  |  |  |
| --- | --- | --- |
| **RFP SCHEDULE OF EVENTS**  **NOTICE: The Institution reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The Institution will communicate any adjustment to the Schedule of Events to the potential Proposers from whom the Institution has received a Notice of Intent.** | | |
| **EVENT** | **TIME** | **DATE (all dates are Institution business days)** |
| 1. Institution Issues RFP No. NUMBER | **10:00 a.m.** |  |
| 1. Disability Accommodation Request Deadline | **4:30 p.m.** |  |
| 1. Written Questions Deadline Prior to Pre-Proposal Conference | **4:30 p.m.** |  |
| 1. Notice of Intent to Propose | **4:30 p.m.** |  |
| 1. Names of Pre-Proposal Conference Attendees | **4:30 p.m.** |  |
| 1. Pre-Proposal Conference and Onsite Visit | **10:00 a.m.** |  |
| 1. Written Questions Deadline after the Pre-Proposal Conference | **4:30 p.m.** |  |
| 1. Institution Responds to Written Questions | **4:30 p.m.** |  |
| 1. Proposal Deadline | **2:00 p.m.** |  |
| 1. Institution Completes Technical Proposal Evaluations | **4:30 p.m.** |  |
| 1. Institution Completes Cost Proposal Evaluation | **4:30 p.m.** |  |
| 1. Institution Issues Intent to Award Letter and Opens RFP Files for Public Inspection | **4:30 p.m.** |  |
| 1. Performance Bond Deadline | **9:00 a.m.** | **Date of executed contract** |
| 1. Contract Effective Date | **9:00 a.m.** | **Date of executed contract** |

**SECTION 3 - PROPOSAL REQUIREMENTS**

Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. There will be no best and final offer procedure. However, Institution reserves the right to further clarify or negotiate with the best evaluated Proposer subsequent to award recommendation but prior to contract execution if deemed necessary by Institution. Institution may initiatenegotiations which serve to alter the bid/proposal in a way favorable to the Institution. For example, prices may be reduced, time requirements may be revised, etc. In no event shall negotiations increase the cost or amend the proposal such that the apparent successful Proposer no longer offers the best proposal.

**3.1 Proposal Form and Delivery**

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

3.1.2 Each Proposer must submit one (1) original (clearly marked), one (1) electronic format on CD, and two (2) copies of the Technical Proposal to the Institution in a sealed package that is clearly marked:

**“Technical Proposal in Response to RFP- No. NUMBER -- Do Not Open”**

3.1.3 Each Proposer must submit one (1) original Cost Proposal to the Institution in a separate, sealed package that is clearly marked:

**“Cost Proposal in Response to RFP- No. NUMBER -- Do Not Open”**

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

**“Contains Separately Sealed Technical and Cost Proposals for RFP No. NUMBER”**

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

Procurement Services

Tennessee State University

3500 John A. Merritt Boulevard

Nashville, Tennessee 37209-1561

3.1.6 A proposal must be typewritten or hand-written in ink. A Proposer may not deliver a proposal orally or solely by means of electronic transmission.

**3.2 Technical Proposal**

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

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

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

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

3.2.4 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.

3.2.5 The Institution may determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference sections of the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide;

3.2.6 The Institution may determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide

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

**3.3 Cost Proposal**

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

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

3.3.3 Each Proposer shall ONLY record the proposed cost exactly as required by the Cost Proposal and Evaluation Guide and shall NOT record any other rates, amounts, or information.

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

3.3.5 The Proposer must sign and date the original Cost Proposal in blue non-permanent ink. Digital, electronic, or facsimile signatures will not be acceptable as the original signature. Failure to submit originals with an original signature shall be cause for rejection of the proposal.

3.3.6 If a Proposer fails to submit a Cost Proposal as required, the Institution shall determine the proposal to be non-responsive and reject it.

**SECTION 4 - GENERAL REQUIREMENTS & CONTRACTING INFORMATION**

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

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

A Protest shall be considered waived if the subject matter of the Protest was known or should have been known to the Protester before the Written Comments Deadline and the Protester did not raise the issue in a Written Comment.

**4.2 RFP Amendment and Cancellation**

The Institution reserves the unilateral right to amend this RFP in writing at any time. If an RFP amendment is issued, the Institution will convey such amendment to the potential Proposers who were mailed the RFP and/or submitted a Notice of Intent to submit a proposal. Each proposal must respond to the final written RFP and any exhibits, attachments, and amendments.

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

**4.3 Proposal Prohibitions and Right of Rejection**

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

4.3.2 Each proposal must comply with all of the terms of this RFP and all applicable state laws and regulations. The Institution may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. The Institution may consider any proposal that does not meet the requirements of this RFP to be non-responsive, and the Institution may reject such a proposal.

4.3.3 A proposal of alternate services (*i.e*., a proposal that offers services different from those requested by this RFP) shall be considered non-responsive and rejected.

4.3.4 A Proposer may not restrict the rights of the Institution or otherwise qualify a proposal. The Institution may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected. A link to the impermissible clauses or copies of impermissible provisions is available from RFP Coordinator upon request.

4.3.5 A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the Institution may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.6 A Proposer shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Proposer unless specifically provided for in this RFP.

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

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

4.3.9 The Institution shall not contract with or consider a proposal from:

4.3.9.1 An individual who is, or within the past six months has been, a state employee. An individual shall be deemed a state employee until such time as all compensation and terminal leave has been paid. Contracts will a company or corporation in which a controlling interest is held by any state employee or the employee’s spouse shall be considered, for the purpose of applying this rule, to be a contract with the individual.

4.3.9.2 a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a “blind trust” arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);

4.3.9.3 a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,

4.3.9.4 Any individual, company, or other entity involved in assisting the Institution in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and such individual, company, or other entity may not submit a proposal in response to this RFP.

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

4.3.11 A Proposer may not change RFP format.

**4.4 Incorrect Proposal Information**

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

**4.5 Proposal of Additional Services**

If a proposal offers services in addition to those required by and described in this RFP, the additional services may be added to the Contract before contract signing at the sole discretion of the Institution. Costs associated with additional services must be provided on a separate attachment in the cost proposal. Please note that proposed additional services will not be used in evaluating the proposal.

**4.6 Assignment and Subcontracting**

4.6.1 The Proposer awarded a contract pursuant to this RFP may not subcontract, transfer, or assign any portion of the Contract without the Institution’s prior, written approval.

4.6.2 A subcontractor may only be substituted for a proposed subcontractor at the discretion of the Institution and with the Institution’s prior, written approval.

4.6.3 At its sole discretion, the Institution reserves the right to refuse approval of any subcontract, transfer, or assignment.

4.6.4 Notwithstanding Institution approval of each subcontractor, the Proposer, if awarded a contract pursuant to this RFP, shall be the prime contractor and shall be responsible for all work performed.

**4.7 Right to Refuse Personnel**

At its sole discretion, the Institution reserves the right to refuse any personnel of the prime contractor or subcontractor, for use in performance of contract pursuant to this RFP.

**4.8 Employee Requirements**

4.8.1 The Contractor agrees to ensure that all employees undergo a local background security check prior to hire at no cost to the University. Contractor agrees to provide the Institution with an actual copy of background security check of all employees working on campus within fifteen (15) calendar days after contract execution and ten (10) calendar days when changes are made throughout the contract term. This information should be submitted automatically to the person indicated in RFP Section 1.7.1.1 above. Non-submission of this information may serve as a basis for breach of contract. Information will be kept confidential unless otherwise dictated by the Tennessee Open Records Act. **This is a must requirement and will be considered a breach of contract. Proposer must state this understanding.**

4.8.2 It will be the duty of the contractor to establish wages, employ, terminate, establish leave policies, and attend to all other functions necessary to obtain and maintain adequately trained employees and promote labor management relations. Employees of the contractor shall be informed that they are not employees of the Institution but that they are expected to conform to the Institution’s policies and regulations including parking. (A parking fee is required.)

4.8.3 All service employees must wear a standard uniform, along with visible name identification. The uniform color and style is subject to the Institution’s approval.

4.8.4 The Institution retains the right to have removed from the campus any employee or subcontractor when their actions violates University policies and procedures or is such as to embarrass the University or is such as to indicate that his/her moral character or personal integrity is not acceptable. Removal will be accomplished through contractor officials.

4.8.5 In any event, the contractor will maintain a staff suitable to provide reasonable services for the maintenance of academic and administrative buildings, all to the Institution’s satisfaction. Personnel must be adequately trained to have sufficient knowledge to maintain a level of quality in all contract service areas of the Institution. Failure to provide an adequate and qualified staff will constitute breach of contract. **This is a must requirement and will be considered a breach of contract.**

**4.9 Safety and Health**

The contractor is required to comply with Tennessee Occupational Safety and Health Act (OSHA) and all other applicable national, state, and local safety codes and regulations. Except as otherwise provided herein, the contractor shall be responsible for all costs and will protect and hold harmless the Institution from all liability not specifically provided for in the contract to be executed.

**4.10 License, Sanitation, Taxes, Insurance, Occupational Safety and Health Act**

The contractor must agree to meet all local, state and federal license requirements, health ordinances, and to pay all taxes incidental hereunto. The Institution will retain the right of inspection of said services and the operation thereof with respect of the cleanliness, as described in Attachment 6.4, appearance and behavior of the contractor’s employees and subcontractors; compliance with scheduled service hours; and with respect to safety sanitation; and the maintenance of same at a level satisfactory to the Institution. The Institution shall have the right to make, from time-to-time, and in consultation with the contractor, reasonable regulations with regard to all such matters, and the contractor agrees to comply with such regulations. The Institution also reserves the right to consult with the contractor on personnel matters.

**4.11 Insurance**

Successful Proposer must provide and maintain a commercial general liability policy. The policy shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of $300,000 per person, $1,000,000 per occurrence, and $3,000,000 in the aggregate. The Proposer shall maintain workers’ compensation coverage or a self-insured program as required under Tennessee law, with Employer’s Liability Limits of $100,000. The Proposer shall deliver to the Institution a certificate of insurance no later than the effective date of the contract. If any policy providing insurance required by the contract is cancelled prior to the policy expiration date, the Proposer, upon receiving a notice of cancellation, shall give immediate notice to the Institution.

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

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

**4.12 Licensure**

The apparent successful Proposer must hold all necessary, applicable business and professional licenses. The Institution will require any or all Proposers to submit evidence of proper licensure with the RFP response. **Licensure information MUST be clearly identified on the outside of Proposer’s technical response.**

**4.13 Financial Stability**

The successful Proposer will be required to provide information to the Institution to demonstrate financial stability and capability prior to award of contract.

**4.14 Proposal Withdrawal**

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

**4.15 Proposal Errors and Amendments**

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

**4.17 Proposal Preparation Costs**

The Institution will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

**4.16** **Continued Validity of Proposals**

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

**4.17 Disclosure of Proposal Contents**

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

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

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

**4.18 Contractor Registration**

All service contractors must complete a vendor application with Institution and become a registered vendor. The vendor application submitted by the Proposer will be sent to the Governor’s Office of Diversity Business Enterprise for official certification. However, registration with the Institution is not required to make a proposal (any unregistered service provider must simply register as required prior to the final contract approval). The vendor application is provided in this proposal packet (Attachment 6.10)

**4.19 Contract Approval**

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

**4.20 Contract Cancellation**

Either party reserves the right to cancel the contract with a one hundred twenty (120) day written notice.

**4.21 Contract Term**

The initial period of the contract will be for one (1) year following the date of the executed contract. The Institution reserves the right to renew the contract on an annual basis for up to four (4) additional one-year terms at its option. The Institution reserves the right to cancel the contract if sufficient funding for its continuance is not appropriated by the General Assembly of the State of Tennessee.

**4.22 Contract Payments**

All contract payments shall be made in accordance with the Contract’s Payment Terms and Conditions provisions (refer to RFP Attachment 6.2, *Pro Forma* Contract, Section C). No payment shall be made until the Contract is approved as required by state laws and regulations. Under no circumstances shall the Institution be liable for payment of any type work associated with the Contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before contract approval by Institution officials as required by applicable statutes and rules of the State of Tennessee or before the Contract start date or after the Contract end date specified by the Contract. Payments to the Contractor will be made in accordance with the Tennessee Prompt Pay Act (T.C.A. Section §12-4-701 et. seq.).

**4.23 Contract Monitoring**

The Contractor’s deliverables and services provided pursuant to this Contract shall be subject to monitoring and evaluation by the Institution, by a duly appointed representative(s). The Contractor shall submit brief, periodic, progress reports to the Institution as requested.

**4.24 Severability**

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

**4.25** **Policy and Guideline Compliance**

This proposal request and any award made hereunder are subject to the policies and guidelines of the Institution (available upon request).

**4.26 Protest Procedures.**

A. Right to Protest

(i) Any actual Proposer who claims to be aggrieved in connection with a specific solicitation process may submit a protest in writing to the Chief Procurement Officer of the Institution within seven (7) calendardays after he or she knows or should have known the facts giving rise to the protest.

All Proposers should know and shall be deemed responsible for knowing the facts documented in the Institution’s procurement files on the day the Institution opens the bid files for public inspection.

Any issues raised by the protesting party after the seven (7) calendar day period shall not be considered as part of the protest.

1. *Signature on Protest Constitutes Certificate.* The signature of an attorney or protesting party on a request for consideration, protest, motion, or other document constitutes a certificate by the signer that the signer has read such document, that to the best of the signer’s knowledge, information, and belief formed after reasonable inquiry, it is well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law, and that it is not interposed for any improper purpose, such as to harass, limit competition, or to cause unnecessary delay, or needless increase in the cost of the procurement or of the litigation. If a request for consideration, protest, pleading, motion, or other document is signed in violation of this subsection before or after appeal to the President, the President upon motion or upon his/her own initiative, may impose upon the person who signed it, a represented party, or both, an appropriate sanction, which may include an order to pay to the other party or parties, including the affected Institution, the amount of the reasonable expenses incurred because of the filing of the protest, a petition for a stay of award, pleading, motion, or other paper, including reasonable attorneys’ fees.
2. Neither a protest nor a stay of award shall proceed under this section unless the protesting party posts a protest bond (See Attachment 6.11). The protesting party shall post, with the Chief Procurement Officer of the Institution, at the time of filing a notice of protest, a bond payable to the Institution in the amount of five percent (5%) ofthe lowest cost proposal evaluated or five percent (5%) of the highest revenue proposal evaluated. Such protest bond shall be in form and substance acceptable to the Institution and shall be immediately payable to the Institution conditioned upon a decision by the President that:

1. A request for consideration, protest, pleading, motion, or other document is signed, before or after appeal to thePresident, in violation of subsection A. (ii);

2. The protest has been brought or pursued in bad faith; or

3. The protest does not state on its face a valid basis for protest.

(iv) The Institution shall hold such protest bond for at least eleven (11) calendar days after the date of the final determination by the Institution. If the protesting party appeals the determination in accordance with subdivision B.(vii), the Institution shall hold such protest bond until instructed by the President to either keep the bond or return it to the protesting party.

(v) At the time of filing notice of a protest of a procurement in which the lowest evaluated cost proposal is less than one million dollars ($1,000,000), or in which the highest evaluated revenue proposal is less than one hundred thousand dollars ($100,000), a minority or small business protesting party may submit a written petition to the Chief Procurement Officer for exemption from the protest bond requirement of subsection A.(iii). Such a petition must include clear evidence of minority or small business status. On the day of receipt, the petition shall be given (may be faxed) to the President or designee. The President has five (5) business days in which to make a determination. If an exemption from the protestbond requirement is granted, the protest shall proceed as though the bond were posted. Should the President deny an exemption from the requirement, the protesting party shall post the bond with the ChiefProcurement Officer of the Institution as required in subsection A.(iii) within three (3) business days of the determination. For the purposes of this section, “minority business” is defined as solely owned or at least fifty-one percent (51%) owned by a person or persons who control the daily operation of such business and who is disabled (a person having a physical or mental impairment that in the written opinion of the person’s licensed physician, substantially limits one (1) or more of the major life activities of such person, including caring for oneself, and performing manual tasks, which include writing, walking, seeing, hearing, speaking, and breathing); African American (persons having origins in any of the Black racial groups ofAfrica); Asian American (persons having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the subcontinent, or the Pacific Islands); Hispanic American (persons of Cuban, Mexican, Puerto Rican, Central or South American, or other Spanish or Portuguese origin, culture, or descent, regardless of race,); or Native American (persons having origins in any of the original peoples of North America). For purposes of this section, “small business” is defined as one which is independently owned and operated, has total gross receipts of no more than two million dollars ($2,000,000) for the most recently ended federal tax year, and employs no more than thirty (30) persons on a full-time basis.

B. Authority to Resolve Protest

1. The Chief Procurement Officer of the Institution has the authority to resolve the protest. If deemed necessary, the Chief Procurement Officer may request a meeting with the protesting party to seek clarification of the protest issues.
2. The final determination of the Chief Procurement Officer shall be given in writing and submitted to the protesting party.
3. The protesting party may request that the final determination of the Chief Procurement Officer be considered by the Chief Business Officer of the Institution. The request for consideration shall be made in writing to the Chief Business Officer within seven (7) calendar days from the date of the final determination by the Chief Procurement Officer.
4. The Chief Business Officer has the authority to review and resolve the protest. If deemed necessary, the Chief Business Officer may request a meeting with the protesting party to seek clarification of the protest issues. The finaldetermination of the Chief Business Officer shall be given in writing and submitted to the protesting party.
5. The protesting party may request that the final determination of the Chief Business Officer be considered by the President or Director of the Institution. The request for consideration shall be made in writing to the President or Director within seven (7) calendar days from the date of the final determination by the Chief Business Officer.
6. The Institution shall have no longer than sixty (60) calendar days from receipt of the protest to resolve the protest.
7. The protesting party may request that the final determination of the President/Director be considered by the President. The request for consideration shall be made in writing to the President within seven (7) calendar days from the date of the final determination by the President/Director. The determination of the President or designee is final and shall be given in writing and submitted to the protestor.
8. In the event that the Institution fails to acknowledge receipt of a protest within fifteen (15) days of receipt of a protest or fails to resolve the protest within sixty (60) calendar days, the protesting party may request that the President consider the protest at a meeting.

C. Stay of Award

Prior to the award of a contract, a Proposer who has protested may submit to the Chief Business Officer a written petition for stay of award. Such stay shall become effective upon receipt by the Chief Business Officer. The Chief ProcurementOfficer shall not proceed further with the solicitation process or the award of the contract until the protest has been resolved in accordance with this section, unless the President makes a written determination that continuation of the solicitation process or the award of the contract without delay is necessary to protect substantial interests of the Institution. It shall be the responsibility of the Chief Business Officer to seek such determination by the President**.**

D. Protest Subsequent to Award

The Tennessee Claims Commission has exclusive jurisdiction to determine all monetary claims against the state for the negligent deprivation of statutory rights.

E. Protest Bond

A protest bond may be presented to the Institution in form and substance compliant with the Protest Bond format, Attachment 6.11. Any protest bond presented to the Institution that represents a deviation from the attached format shall be considered for acceptability by the Institution on a case by case basis.

**SECTION 5 - PROPOSAL EVALUATION & CONTRACT AWARD**

**5.1 Evaluation Categories and Maximum Points**

The Institution will consider qualifications and experience, technical approach, and cost in the evaluation of proposals. The maximum points that shall be awarded for each of these categories are detailed below.

|  |  |
| --- | --- |
| **CATEGORY** | **MAXIMUM POINTS POSSIBLE** |
| Mandatory Requirements – Section 6.5 A | **Pass/Fail** |
| Qualifications and Experience | **Number** |
| Technical Approach | **Number** |
| Finalist Presentation (If Applicable) | **Number** |
| Cost Proposal | **Number** |

(COST MUST BE AT LEAST 25%)

**5.2 Evaluation Process**

The proposal evaluation process is designed to award the Contract not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.

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

5.2.1.1 The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.5, Technical Proposal and Evaluation Guide, Technical Proposal Section A). If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document its determination of whether: (1) the proposal meets requirements for further evaluation; (2) the Institution will request clarifications or corrections; or, (3) the Institution will determine the proposal non-responsive to the RFP and reject it.

5.2.1.2 A Proposal Evaluation Team, appropriate to the scope and nature of the RFP, will evaluate each Technical Proposal that appears responsive to the RFP.

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

5.2.1.4 The Institution reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by the Institution. The subject Proposer shall put any resulting clarification in writing as may be required by the Institution.

5.2.2 After Technical Proposal evaluations are completed, the RFP Coordinator will open the Cost Proposals and use the RFP Attachment 6.6, Cost Proposal and Scoring Guide to calculate and document the Cost Proposal scores.

5.2.3 For each responsive proposal, the RFP Coordinator will add the Technical Proposal score to the Cost Proposal score (refer to RFP Attachment 6.7, Proposal Score Summary Matrix).

**5.3 Contract Award Process**

5.3.1 The RFP Coordinator will forward the results of the proposal evaluation process to the appropriate institution official who will consider the proposal evaluation process results and all pertinent information available to make a determination about the contract award. The Institution reserves the right to make an award without further discussion of any proposal.  
  
Notwithstanding the foregoing, to effect a contract award to a Proposer other than the one receiving the highest evaluation score, the requesting department/party must provide written justification for such an award and obtain the written approval of the appropriate institutional official.

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

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

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

5.3.4 The Proposer with the apparent best-evaluated proposal must agree to and sign a contract with the Institution which shall be substantially the same as the RFP Attachment 6.2, *Pro Forma* Contract. However, the Institution reserves the right, at its sole discretion, to add terms and conditions or to revise *Pro Forma* Contract requirements in the Institution’s best interests subsequent to this RFP process. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.

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

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

**ATTACHMENT 6.1**

**MINORITY / ETHNICITY FORM**

In order to comply with reporting regulations as required by the State of Tennessee and the United States federal income tax laws, it is necessary that the following information be provided prior to the issuance of any University contract.

|  |  |
| --- | --- |
| 1. Name of Contractor:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Federal ID / Social Security Number:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | 2. Is Contractor a US citizen?  🞎 Yes 🞎 No  If no, state country of citizenship:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (If not a US Citizen, please attach a copy of Visa to this form.) |
| 3. Kind of Ownership (Check all that apply):  🞎 Govt. (GO)  🞎 Agency of the State of Tennessee (SA)  🞎 Non-Profit (NO)  🞎 Majority (MJ)  🞎 Minority (see next page for definition)  🞎 Woman (WO) (see next page for definition)  🞎 Small (SM) (see next page for definition)  🞎 Service – Disabled Veteran (SDV) (see next page for definition) | 4. Minority / Ethnicity Code (Check One):  🞎 African American (MA)  🞎 Native American (MN)  🞎 Hispanic American (MH)  🞎 Asian American (MS) |
| 5. Preference for reporting purposes: (Note: If Contractor qualifies in multiple categories such as small, woman-owned and/or minority, Contractor must to specify in which category he/she is to be considered for reporting and classification purposes.)  🞎 Small 🞎 Minority 🞎 Woman-Owned 🞎 Service-Disabled Veteran | |
| 6. Certification: I certify that all the information as completed above is accurate and true.  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name (Printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

Please fax completed form to: 615/963-5192 or mail to: Tennessee State University

**Office of Procurement Services**

Campus Box 9633

3500 John A. Merritt Boulevard

Nashville, Tennessee 37209-1561

**BUSINESS OWNERSHIP CLARIFICATION**

**Minority Ownership Clarification:**

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

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

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

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

c) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or

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

**Woman-Owned Business Clarification:**

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

**Small Business Ownership Clarification:**

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

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

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

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

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

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

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

**ATTACHMENT 6.2**

***PRO FORMA* CONTRACT**

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

**CONTRACT  
BETWEEN**

**TENNESSEE STATE UNIVERSITY  
AND  
[CONTRACTOR NAME]**

This Contract, by and between [INSTITUTION NAME], hereinafter referred to as the “Institution” and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the “Contractor,” is for the provision of [SHORT DESCRIPTION OF THE SERVICE], as further defined in the "SCOPE OF SERVICES."

The Contractor is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY]. The Contractor’s address is:

[ADDRESS]

The Contractor’s place of incorporation or organization is [STATE OF ORGANIZATION].

A. SCOPE OF SERVICES:

Vendor will provide all necessary labor, material and equipment to provide custodial services for its academic and administrative buildings.

B. CONTRACT TERM:

B.1 Contract Term. This Contract shall be effective for the period commencing on [START DATE] and ending on [END DATE]. The Institution shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2 Term Extension. The Institution reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than [[WRITTEN NUMBER] ([NUMBER]) NO GREATER THAN FIVE] years, provided that the Institution notifies the Contractor in writing of its intention to do so at least [WRITTEN NUMBER] ([NUMBER]) days prior to the Contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the Institution’s maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

C.1 Maximum Liability. In no event shall the maximum liability of the Institution under this Contract exceed [WRITTEN DOLLAR AMOUNT] ([$NUMBER AMOUNT]). The Service Rates in Section C.3 include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the Institution requests work and the Contractor performs the work.

C.2 Compensation Firm. The Service Rates and the Maximum Liability of the Institution under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless this Contract is amended.

C.3 Payment Methodology. The Contractor shall be compensated based on the Service Rates herein authorized by the Institution in a total amount not to exceed the Contract Maximum Liability established as above in Section C.1. The Contractor’s compensation shall be contingent upon the satisfactory completion of service. The Contractor shall be compensated based upon the following Schedule:

**Service Milestone** **Amount**

a. [UNIT/MILESTONE EVENT]: $[NUMBER AMOUNT]

b. [UNIT/MILESTONE EVENT]: $[NUMBER AMOUNT]

c. [UNIT/MILESTONE EVENT]: $[NUMBER AMOUNT]

The Contractor shall submit invoices in form and substance acceptable to the Institution with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed service or project milestones for the amount stipulated.

Payments to the Contractor shall be made according to the schedule set out above, but only after receipt of an invoice for services satisfactory performed for the month in which invoiced. The final payment shall be made only after the Contractor has completely performed his duties under this contract.

The Tennessee Prompt Pay Act, T.C.A. Sections 12-4-701, et seq. governs the amounts payable if the institution makes a late payment under a contract. Interest shall be 1-1/2% per month beginning on the day after payment is due. If interest remains unpaid after sixty (60) days, it is added to the principal, and interest on subsequent late payments is calculated on the remaining principal plus accrued interest. The right of Contractor to charge interest for late payments shall not be construed as a waiver of Contractor’s right to receive payment promptly.

C.4 Travel Compensation. Contractor shall not be compensated or reimbursed for travel, meals and/or lodging.

C.5 Payment of Invoice. The payment of an invoice by the Institution shall not prejudice the Institution's right to object to or question any invoice or matter in relation thereto. Such payment by the Institution shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.6 Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Institution, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.7 Deductions. The Institution reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the Institution any amounts which are or shall become due and payable to the Institution by the Contractor.

C.8 Retention of Final Payment. An amount of [WRITTEN DOLLAR AMOUNT] [$NUMBER AMOUNT], representing five percent (5%) of the maximum total compensation payable under this Contract, shall be withheld by the Institution until [WRITTEN NUMBER] [NUMBER] days after final completion of the services to be performed by the Contractor under this Contract.

D. TERMS AND CONDITIONS:

D.1 Required Approvals. The Institution is not bound by this Contract until it is approved by the appropriate officials in accordance with applicable Tennessee laws and regulations as shown on the signature page of this Contract.

D.2 Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials.

D.3 Ethnicity. This Contract shall not be executed until the Contractor has completed the Minority/Ethnicity Form and Substitute W-9 Form.

D.4 Termination for Convenience. The Institution may terminate this Contract without cause for any reason. Termination under this Section D. 4 shall not be deemed a Breach of Contract by the Institution. The Institution shall give the Contractor at least ninety (90) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the Institution be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.5 Termination for Cause. If the Contractor fails to perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any term of this Contract, the Institution shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services; provided, however, Institution shall have the option to give Contractor written notice and a specified period of time in which to cure. Notwithstanding the above, the Contractor shall not be relieved of liability to the Institution for damages sustained by virtue of any breach of this Contract by the Contractor.

D.6 Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Institution. If such subcontracts are approved by the Institution, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination". Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

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

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

D.9 Prohibition on Hiring Illegal Immigrants. Tennessee Public Chapter No. 878 of 2006, TCA §12-4-124, requires that Contractor attest in writing that Contractor will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of legal immigrants in the performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance (“the Attestation”), which will be incorporated by reference as an attachment.

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

D.10 Records. The Contractor shall maintain documentation for all charges against the Institution under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Institution, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.11 Monitoring. The Contractor’s activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the Institution, the Comptroller of the Treasury, or their duly appointed representatives.

D.12 Progress Reports. The Contractor shall submit brief, periodic, progress reports to the Institution as requested. [**OR** SPECIFY TIME PERIOD – MONTHLY, QUARTERLY, SEMI-ANNUALLY, ANNUALLY, ETC.]

D.13 Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.14 Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that the parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the Institution, agrees to carry adequate public liability and other appropriate forms of insurance on the Contractor’s employees, and to pay all applicable taxes incident to this Contract. The Contractor agrees to provide written evidence of insurance.

**OR**

The Contractor, being an independent contractor and not an employee of the Institution, agrees to carry public liability insurance, issued by a carrier licensed to do business in the State of Tennessee, in the amount of at least one million dollars per occurrence, with an endorsement naming the Institution as an additional insured under the policy, and any other forms of insurance required by law, including, but not limited to workers compensation insurance. The Contractor shall provide proof of all insurance required under this section prior to execution of this Contract. Contractor shall pay applicable taxes incident to this Contract.

[If the contract calls for the Contractor to do work on the property of the Institution or to do acts on behalf of the Institution that have any risk of injury to others, choose the second option]

D.15 Institution Liability. The Institution shall have no liability except as specifically provided in this Contract.

D.16 Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties’ control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, epidemics or any other similar cause.

D.17 State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations, including Institution policies and guidelines in the performance of this Contract.

D.18 Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the Tennessee Claims Commission in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the Institution or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated (T.C.A.), Sections 9-8-101 through 9-8-407.

D.19 Severability. If any terms or conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.20 Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.21 Sales and Use Tax. Before the Purchase Order/Contract resulting from this RFQ is signed, the apparent successful bidder must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.

D.22 Iran Divestment Act. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to §12-12-106.

E. ADDITIONAL TERMS AND CONDITIONS:

E.1 Communications and Contacts.

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

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

E.2 Contract Approval. A copy of the Charter of the Corporation may be required and presented when requested prior to approval of the Agreement, and where a corporate officer other than the President has signed this Agreement, proof of signatory authority may be required prior to approval.

E.3 Rate Increase. The Contractor may submit a price increase proposal for the period July 1, XXXX to June 30, XXXX and each subsequent renewal period, if requested in writing and supported by the Contractor’s documented cost of services rendered the University prior to April 1, of each current contract period.

E.4 Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Institution reserves the right to terminate the Contract upon written notice to the Contractor. Termination under this Section E.2 shall not be deemed a breach of Contract by the Institution. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the Institution any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.5 Breach. A party shall be deemed to have breached the Contract if any of the following occurs (However, this list is not exclusive.):  
  
— failure to perform in accordance with any term or provision of the Contract;  
— partial performance of any term or provision of the Contract;  
— any act prohibited or restricted by the Contract, or  
— violation of any warranty.  
  
For purposes of this Contract, these items shall hereinafter be referred to as a “Breach.”

a. Contractor Breach— Institution shall notify Contractor in writing of a Breach.

(1) In event of a Breach by Contractor, the Institution shall have available the remedy of actual damages and any other remedy available at law or equity.

(2) Liquidated Damages— [INCLUDE THIS SECTION ONLY IF APPLICABLE AND ADD ATTACHMENT AS DESCRIBED BELOW] In the event of a Breach, the Institution may assess Liquidated Damages. The Institution shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor’s obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as the amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages provisions contained in the above referenced, Attachment [NUMBER] and agrees that the amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the Institution in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the Institution pursuant to the indemnity provision or other section of this Contract.

The Institution may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the Institution exercises its option to declare a Partial Default, or the Institution terminates the Contract. The Institution is not obligated to assess Liquidated Damages before availing itself of any other remedy. The Institution may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or in equity; provided, however, Contractor shall receive a credit for Liquidated Damages previously withheld except in the event of a Partial Default.

(3) Partial Default— In the event of a Breach, the Institution may declare a Partial Default. In which case, the Institution shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the Institution will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the Institution may revise the time periods contained in the notice written to the Contractor.

In the event the Institution declares a Partial Default, the Institution may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the Institution of providing the defaulted service, whether said service is provided by the Institution or a third party. To determine the amount the Contractor is being paid for any particular service, the Institution shall be entitled to receive within five (5) days of any request, pertinent material from Contractor. The Institution shall make the final and binding determination of the amount.   
  
The Institution may assess Liquidated Damages against the Contractor for any failure to perform. Upon Partial Default, the Contractor shall have no right to recover from the Institution any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the Institution in the event a Partial Default is declared.

b. Institution Breach— In the event of a Breach of contract by the Institution, the Contractor shall notify the Institution in writing within 30 days of any Breach of contract by the Institution. The notice shall contain a description of the Breach. In the event of Breach by the Institution, the Contractor may avail itself of any remedy available in the Claims Commission; provided, however, failure by the Contractor to give the Institution written notice and opportunity to cure as described herein operates as a waiver of the Institution’s Breach. Failure by the Contractor to file a claim before the Claims Commission within one (1) year of the written notice of Breach shall operate as a waiver of the claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

E.6 Performance Bond. [ADD ONLY IF APPLICABLE] Contractor shall furnish a performance bond in the amount equal to [WRITTEN DOLLAR AMOUNT] ([$NUMBER DOLLAR AMOUNT]), guaranteeing full and faithful performance of all undertakings and obligations under this Contract for the initial Contract term and all extensions thereof. The bond shall be in the manner and form prescribed by the Institution, must be issued through a company licensed to issue such a bond in the State of Tennessee.

The Contractor shall provide the bond to the Institution upon request. Failure to provide the performance bond as required shall result in contract termination.

In lieu of a performance bond, a surety deposit, in the sum of [WRITTEN DOLLAR AMOUNT] ([$NUMBER DOLLAR AMOUNT]) may be substituted if approved by the Institution prior to its submittal.

E.7 Insurance. The Contractor shall maintain a commercial general liability policy. The commercial general liability policy shall provide coverage which includes, but is not limited to bodily injury, personal injury, death, property damage and medical claims, with minimum limits of $1,000,000 per occurrence, $3,000,000 in the aggregate. The Contractor shall maintain workers’ compensation coverage or a self-insured program as required under Tennessee law. The Contractor shall deliver to the Institution both certificates of insurance no later than the effective date of the Contract. If any policy providing insurance required by the Contract is cancelled prior to the policy expiration date, the Contractor, upon receiving a notice of cancellation, shall give immediate notice to the Institution.

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

E.8 Competitive Procurements. If this Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or services, such procurements shall be made on a competitive basis, when practical.

E.9 Inventory/Equipment Control. [CHOOSE ONE]

The Contractor agrees to be responsible and accountable for the maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Contract. The Contractor shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Contract and shall submit an inventory control report with the required progress reports.

The Contractor shall notify the Institution, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Contractor shall be responsible to the Institution for the *pro rata* amount of the residual value at the time of loss based upon the Institution's original contribution to the purchase price.

Upon completion or cancellation of this Contract, all equipment purchased with funds provided under this Contract shall be returned to the Institution.

[OR]

No equipment shall be purchased for the Institution under this Contract.

E.10 Institution Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the Institution for the Contractor’s temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the Institution in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the Institution for the residual value of the property at the time of loss.

E.11 Contract Documents. Included in this Contract by reference are the following documents:  
  
a. This Contract document and its attachments  
b. The Request for Proposal and its associated amendments  
c. The Contractor’s Proposal  
  
In the event of a discrepancy or ambiguity regarding the interpretation of this Contract, these documents shall govern in order of precedence as listed above.

E.12 Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor’s relationship with the Institution hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.

E.13 Hold Harmless. The Contractor agrees to indemnify and hold harmless the Institution as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the Institution in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the Institution.

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

E.14 Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

E.15. Prohibition on Hiring Illegal Immigrants.  T.C.A. § 12-3-309 prohibits State entities from contracting to acquire goods and/or services from any person who knowingly utilizes the service of illegal immigrants in the performance of the contract and by signing this Contract, the Contactor attests that the Contractor shall not knowingly utilize the goods and/or services of illegal immigrants in the performance of the Contract and will not knowingly utilize the goods and/or services of any subcontractor, if permitted under the Contract, who will utilize the goods and/or services of illegal immigrants in the performance of the Contract. **The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the goods and/or services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the goods and/or services of any subcontractor who will utilize the goods and/or services of an illegal immigrant in the performance of this Contract.**

(For contracts that require Fiscal Review Committee approval, the following language with the signed Attestation Form incorporated as an Attachment to the Agreement must be used)

“T.C.A. § 12-3-309 requires that Contactor attest in writing that Contractor will not knowingly utilize the goods and/or services of illegal immigrants in the performance of this Contract and will not knowingly utilize the goods and/or services of any subcontractor, if permitted under this Contract, who will utilize the goods and/or services of illegal immigrants in the performance of this Contract.  The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance (“the Attestation”), which is attached and hereby incorporated as Attachment C.

E.16. Red Flags and Identity Theft. (Include only if applicable) The Service Provider shall have policies and procedures in place to detect relevant Red Flags that may arise in the performance of the Service Provider’s activities under the Agreement, or review the Institution’s Red Flags identity theft program and report any Red Flags to Institution.

E.17. Sales and Use Tax. (Include for goods and services contracts) The Contractor shall be registered or have received an exemption from the Department of Revenue for the collection of Tennessee sales and use tax.  This registration requirement is a material requirement of this Contract. The Contractor shall comply, and shall require any subcontractor to comply, with all laws and regulations governing the remittance of sales and use taxes on the sale of goods and services made by the Contractor, or the Contractor’s subcontractor.

E.18. Data Privacy and Security.

Data Privacy. "Personal Information" means information provided to Contractor by or at the direction of Institution, or to which access was provided to Contractor by or at the direction of Institution, in the course of Contractor's performance under this Agreement that: (i) identifies or can be used to identify an individual (including , without limitation , names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued  identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to  security questions and other personal identifiers.

Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information complies with all applicable federal and state privacy and data protection laws, including without limitation, the Gramm-Leach-Bliley Act ("GLBA"); the Health Information Portability and Accountability Act ("HIPAA");the Family Educational Rights and Privacy Act ("FERPA") of 1974 (20 U.S.C.1232g), the FTC’s Red Flag Rules and any applicable federal or state laws, as amended ,together with regulations promulgated thereunder .

Some Personal Information provided by Institution to Contractor is subject to FERPA. Contractor acknowledges that its improper disclosure or re-disclosure of Personal Information covered by FERPA may, under certain circumstances, result in Contractor's exclusion from eligibility to contract with Customer for at least five (5) years and agrees to become a “school official” as defined in the applicable Federal Regulations for the purposes of this Agreement.

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

Incident Response.  "Security Incident" means any reasonably suspected breach of information security, unauthorized access to any system, server or database, or any other unauthorized access, use, or disclosure of Personal Information or Highly-Sensitive Personal Information occurring on systems under Contractor's control.  Contractor shall: (i) provide Institution with the name and contact information for an employee of Contractor who shall serve as Customer's primary security contact and shall be available to assist Customer twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Incident; (ii) notify Institution of a Security Incident as soon as practicable, but no later than forty eight  (48) hours after Contractor becomes aware of it, except where disclosure is prohibited by law; and (iii) notify Institution of any such Security Incident by email to [tim.warren@tnstate.edu](mailto:tim.warren@tnstate.edu) with a copy by e-mail to Contractor's primary business contact at the Institution.

Contractor shall use best efforts to immediately mitigate or resolve any Security Incident, at Contractor's expense and in accordance with applicable privacy rights, laws, regulations and standards. Contractor shall reimburse Institution for actual costs incurred by Institution in responding to, and mitigating damages caused by, any Security Incident, including all costs of notice and/or remediation incurred under all applicable laws as a result of the Security Incident.

Return of Personal Information.  At any time during the term of this Agreement, at the Institution’s written request or upon the termination or expiration of this Agreement, Contractor shall return to the Institution all copies, whether in written, electronic or other form or media, of Confidential, Highly-Sensitive, or Personal Information in its possession, or at Customer’s direction, securely dispose of all such copies.

E.19. Service and Software Accessibility Standards.  The Contractor warrants and represents that the service and software, including any updates, provided to the Institution will meet the accessibility standards set forth in WCAG 2.0 AA (also known as ISO standard, ISO/IEC 40500:2012), EPub 3 and Section 508 of the Vocational Rehabilitation Act. To the extent that the products fail to meet the WCAG 2.0 AA, EPub 3 and Section 508 standards, the Contractor will provide Institution with a fully completed Accessibility Statement and Conformance and Remediation forms (Attachments X & X).  The Contractor shall indemnify and hold the Institution harmless in the event of claims arising from inaccessibility related to the Contractor’s product and/or services.

E.20. Contractor Commitment to Diversity. The Contractor shall assist the Institution in monitoring the Contractor’s performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the Institution in form and substance as required by Institution.

E.21. Click-Wrap Agreements. The Contractor agrees that click-wrap agreements shall not be binding upon the Institution. No employee has the actual or apparent authority to enter into click-wrap agreements on behalf of the Institution without the approval of the Institution’s Procurement and/or Contracts Office. No employee has the authority to modify, amend, or supplement this Agreement through a click-wrap agreement. This Agreement can only be modified, amended, or supplemented under these terms through a written amendment in accordance with the Institution’s and TBR’s procedures, policies, and guidelines.

E.22. The Contractor fully understands that this Agreement is not binding except and until all appropriate State officials' approvals and signatures have been obtained, and the fully executed document returned to the Contractor.

|  |  |
| --- | --- |
| **IN WITNESS WHEREOF:** | |
| **[CONTRACTOR LEGAL ENTITY NAME]:** | |
|  | |
| **[NAME AND TITLE]** | **Date** |
|  | |
| **TENNESSEE STATE UNIVERSITY** | |
|  | |
| **[NAME AND TITLE]** | **Date** |
|  | |
|  | |
|  | |
|  | |

ATTACHMENT I

# ATTESTATION RE: PERSONNEL USED IN CONTRACT PERFORMANCE

|  |
| --- |
| **Subject Contract Number:** |
| **Legal Entity Name of the Party Participating in a State Contract:** |
| **Federal Employer Identification Number:**  (or Social Security Number) |

The Party, identified above, does hereby attest, certify, warrant, and assure that the Party shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor or consultant who will utilize the services of an illegal immigrant in the performance of this Contract.

# SIGNATURE & DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Party. If said individual is not the chief executive or president, this document shall attach evidence showing the individual’s authority to contractually bind the Party.

Type or print

Name of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type or print

Title of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT 6.3**

|  |  |  |
| --- | --- | --- |
| **PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS  AND ASSURANCES**  ***The Proposer must complete and sign this Technical Proposal Transmittal. It must be signed in blue, non-permanent ink, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the individual is not the Proposer’s chief executive, attach evidence showing the individual’s authority to bind the proposing entity.*** | | |
| **PROPOSER LEGAL ENTITY NAME:** | |  |
| **The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:**   1. This proposal constitutes a commitment to provide all services as defined in the RFP Attachment 6.2, *Pro Forma* Contract, Scope of Services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.2, *Pro Forma* Contract. A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the Institution may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected. 2. The information detailed in the proposal submitted herewith in response to the RFP is accurate. 3. The proposal submitted herewith in response to the RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP. 4. The Proposers shall comply with:    1. the laws of the State of Tennessee;    2. Title VI of the federal Civil Rights Act of 1964;    3. Title IX of the federal Education Amendments Act of 1972;    4. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;    5. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;    6. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,    7. the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP. 5. The Proposer to be bound by all of the provisions in the subject RFP and shall accept all terms and conditions set out in the RFP Attachment 6.2, *Pro Forma* Contract, to include all provisions of their response to the RFP. 6. The Proposer shall provide a performance bond in accordance with the requirements of the RFP. Failure to provide the Institution with the required performance bond will cause rejection of proposal. 7. The Proposer \_\_\_does or \_\_\_does not agree to extend this proposal and current contract pricing to other State of Tennessee/TBR/UT Institutions for the same time period it is available to the Institution as Proposer has indicated in its proposal in response to Section 1.3 of this RFP by entering into a separate contract. 8. The Proposer certifies, by signature below and submission of this proposal, that neither I nor any of my principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any state or federal department or agency. | | |
| **SIGNATURE & DATE:** |  | |
|  | | |

**ATTACHMENT 6.4**

**PROJECT NARRATIVE AND DOCUMENTATION**

**Scope and Deliverables**

THIS SECTION SHALL INCLUDE ANY NARRATIVE, TECHNICAL SPECIFICATIONS, AND OTHER DOCUMENTATION PROPOSERS NEED TO RESPOND TO THE RFP. (IF APPLICABLE)

**ATTACHMENT 6.5**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A** | | | | |
| **SECTION A — MANDATORY REQUIREMENTS** | | | | |
| | **TECHNICAL PROPOSAL & EVALUATION GUIDE**  **SECTION A: MANDATORY REQUIREMENTS.**  The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.  The Solicitation Coordinator will review the Proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Chief Procurement Officer must review the Proposal and attach a written determination. A determination that a proposal is non-responsive must be approved by the Chief Business Officer before notice may be sent out that the Proposal has been rejected. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each Proposal for compliance with all RFP requirements. | | --- | | | | | |
| **PROPOSER LEGAL ENTITY NAME:** | | |  | |
| * The Proposal must be delivered to the Institution no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events. * The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., *et. seq.*). * The Technical Proposal must NOT contain cost or pricing information of any type. * The Technical Proposal must NOT contain any restrictions of the rights of the State/Institution or other qualification of the Proposal. * A Proposer must NOT submit alternate Proposals. * A Proposer must NOT submit multiple Proposals in different forms (as a prime and a sub-contractor). | | | | |
| **Proposal Page # (Proposer completes)** | **Item Ref.** | **Section A— Mandatory Requirement Items** | | **Pass/Fail** |
|  | **A.1.** | Provide the Proposal Transmittal and Statement of Certifications and Assurances (RFP Attachment 6.3.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification. | |  |
|  | **A.2.** | Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (*e.g.*, employment by the State of Tennessee or Institution) and, if so, the nature of that conflict.  NOTE: Determination of conflict of interest shall be solely within the discretion of the Institution, and the Institution reserves the right to cancel any award. | |  |
|  | **A.3.** | Provide a current bank reference indicating that the Proposer’s business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, on bank letterhead, signed, and dated within the past three (3) months. | |  |
|  | **A.4.** | Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, on reference’s letterhead, signed, and dated within the past three (3) months. | |  |
|  | **A.5.** | Provide **EITHER**:  (a) an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.); **OR**  (b) a Dun & Bradstreet short-form report, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer. | |  |
|  | **A.6.** | Provide a Minority/Ethnicity Form (Attachment 6.1). | |  |
|  | **A.7.** | Provide a copy of a current certificate of liability insurance. If Proposer’s current limits/coverages do not meet the requirements of Section 4.11 above, prior to contract award, the successful Proposer will be required to submit a valid, current certificate of insurance that meets the requirements of Section 4.11. | |  |

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| **TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B** | | |
| **PROPOSER NAME:** |  | |
| **SECTION B — QUALIFICATIONS & EXPERIENCE** | | |
| **The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).**  **A Proposal Evaluation Team, made up of three or more Institution employees, will independently evaluate and score the proposal’s “qualifications and experience” responses.** | | |
| **Proposal Page # (to be completed by Proposer)** | **Qualifications & Experience Items** | **Points Awarded** |
|  | **B.1** Describe the Proposer’s form of business (*i.e*., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, email address and telephone number of the person the Institution should contact regarding the proposal. |  |
|  | **B.2** Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer’s company within the last ten years, and if so, an explanation providing relevant details. |  |
|  | **B.3** Provide a statement of whether the Proposer or any of the Proposer’s principals, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled *nolo contendere* to any felony, and if so, an explanation providing relevant details. |  |
|  | **B.4** Provide a statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer’s performance in a contract under this RFP. |  |
|  | **B.5** Provide a statement of whether, in the last ten years, Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details. |  |
|  | **B.6** Provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer’s performance in a contract under this RFP. |  |
|  | **B.7** Provide a brief, descriptive statement indicating the Proposer’s credentials to deliver the requested goods and/or services. |  |
|  | **B.8** Indicate how long the Proposer has been providing the requested goods and/or services and include the number of years in business. |  |
|  | **B.9** Indicate the Proposer organization’s number of employees, client base, and location of offices (list all offices in the State of Tennessee). |  |
|  | **B.10** Provide a narrative description of the proposed project team and its organizational structure, list its members, and include resumes. (The Institution reserves the right to approve any changes in the proposed project team). Information about each project team member shall include, but not be limited to, the following:   1. Contact Name 2. Title 3. Years with the Proposer’s firm. |  |
|  | **B.11** Provide a statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform. The area of the state that each subcontractor will cover must be included. |  |
|  | **B.12** Provide a statement of whether or not the Proposer has any current contracts with higher education institutions or has completed any contracts with higher education institutions within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:  (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;  (b) the procuring higher education institution;  (c) a brief description of the contract’s scope of services;  (d) the contract period; and  (e) the contract number.  NOTES:   * Current or prior contracts with higher education institutions are not a prerequisite and are not required for the maximum evaluation score, and the existence of such contracts with higher education institutions will not automatically result in the addition or deduction of evaluation points.   ***Each evaluator will generally consider the results of inquiries by the Institution regarding all contracts noted. Current or prior contracts with the higher education institutions are not a prerequisite and are not required for the maximum evaluation score possible, and the existence of such contracts with the Institution will not automatically result in the addition or deduction of evaluation points.*** |  |
|  | **B.13** Provide customer references from individuals who are not current or former Institution employees for projects similar to the goods and/or services sought under this RFP and which represent:   * two (2) accounts Proposer currently services that are similar in size to the Institution; and * three (3) completed projects/contracts   References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which must be used and completed, is provided at RFP Attachment 6.6. References that are not completed as required may be deemed non-responsive and may not be considered.  The Proposer will be solely responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below.  (a) Add the Proposer’s name to the standard reference questionnaire at RFP Attachment 6.6. and make a copy for each reference.  (b) Send a reference questionnaire and new, standard #10  envelope to each reference.  (c) Instruct the reference to:  (i) complete the reference questionnaire;  (ii) sign and date the completed reference questionnaire;  (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;  (iv) sign his or her name in ink across the sealed portion of the envelope; and  (v) return the sealed envelope directly to the Proposer (the Proposer may wish to give each reference a deadline, such that the Proposer will be able to collect all required references in time to include them within the sealed Technical Response).  (d) Do NOT open the sealed references upon receipt.  (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.  NOTES:   * The Institution will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. * The Institution will not review more than the number of required references indicated above. * While the Institution will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the Institution reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.   The Institution is under no obligation to clarify any reference information. |  |
| *(Maximum Section B Score = Number)* | | |

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| *TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C* | | | |
| *The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (with the associated item references). A Proposal Evaluation Team, made up of three or more Institution employees, will independently evaluate and score the proposal’s response to each item.* | | | |
| **Technical Requirements** | | **Points Awarded** | |
| **C.1** **Technical Mandatory Pass/Fail Requirements** (Proposer shall validate in its response its understanding of these mandatory requirements and its ability to provide the required goods and/or services as well as describe in detail the sub-contractors it uses for these goods and/or services and how each process is conducted.  Proposer shall validate in its Technical Response its ability to provide the following goods and/or services. | | |  |
|  | C.1.1 **General Requirements**   1. Proposer shall validate in its response its understanding that … 2. Proposer shall validate in its response that the … 3. Proposer shall validate in its response that the … | |  |
|  | C.1.2 **Minimum Implementation/Training Requirements**  Proposer shall validate in its response its understanding that Proposer shall provide …  Proposer shall validate in its response its understanding that …  Proposer shall validate in its response its understanding that … | |  |
|  | C.1.3 **Customer Service**   * 1. Proposer shall validate in its response its understanding that Proposer shall have adequate …   2. Proposer shall validate in its response its understanding that Proposer shall provide …   3. Proposer shall validate in its response its understanding that Proposer shall have a process … | |  |
|  | C.1.4 **Minimum Report/Contract Monitoring Requirements**   * 1. Proposer shall validate in its proposal its understanding that Proposer shall provide …   2. Proposer shall validate in its proposal its understanding that Proposer shall provide …   3. Proposer shall validate in its proposal its understanding that … | |  |
|  | C.1.5 **Accessibility Requirements**  All Informational Material and Technology (IMT) developed, purchased, upgraded or renewed by or for the use of the Institution will comply with all applicable Institution policies, Federal and State laws and regulations including but not limited to the accessibility guidelines set forth in [Web Content Accessibility Guidelines 2.0 A & AA](http://www.w3.org/TR/2008/REC-WCAG20-20081211/), [EPub3 Accessibility guidelines](http://idpf.org/a11y), [Section 508](http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh) and all other regulations promulgated under Section 504 of the Rehabilitation Act and Title II of The Americans with Disabilities Act as amended. Further:   1. Compliance means that a person with a disability can acquire the same information, engage in the same interactions, and enjoy the same goods and/or services as a person without a disability, in an equally effective and integrated manner, with substantially equivalent ease of use. 2. The Successful Proposer warrants that any IMT purchased by, developed, upgraded or renewed for the Institution will comply with the aforementioned accessibility guidelines and the contractor/vendor will provide accessibility testing results, written documentation verifying accessibility including the most recent VPAT for the product/service identified in this document. 3. The Successful Proposer will promptly respond to and resolve accessibility issues/complaints, and to indemnify and hold the Institution harmless in the event of claims arising from inaccessibility of the contractor’s/vendor’s product(s) or service(s). 4. Proposer shall provide access to the Institution as needed for testing/compliance review.   Additional information can be found in Attachment 6.16, Vendor Product Accessibility Statement and Documentation.  If Proposer is not compliant at this time with these standards, Proposer shall describe in response to Section C.2.2, via the Accessibility Conformance and Remediation Form (Attachment 6.17) its plan for remediation.  NOTE: Proposer is not required to be fully compliant to respond to this Proposal but must be working to achieve accessibility compliance. | |  |
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| **TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C** | | | | |
| **The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (with the associated item references). A Proposal Evaluation Team, made up of three or more Institution employees, will independently evaluate and score the proposal’s response to each item.** | | | | |
| **C.2** **Technical Scored Requirements** (In the previous Mandatory pass/fail section (Section C.1) Proposers were asked to validate in its response its understanding of the mandatory requirements. In section C.2 Proposers are asked for descriptions of their goods /goods and/or services and will be scored based on those descriptions. Proposers to indicate in Attachment 6.5, Section C(2) page reference numbers of its Proposal to these requirements). | | **Points Awarded** | |
|  | C.2.1 **General Requirements**  Contractor shall describe how Contractor plans to …  Contractor shall describe how the …  3. Proposer shall illustrate that … | |  | |
|  | C.2.2 **Minimum Implementation/Training Requirements**  Proposer shall explain its implementation plan for the…  Proposer shall describe its timeline of the steps … | |  | |
|  | C.2.3 **Customer Service**  1. Proposer shall detail its real time technical support …  2. Proposer shall describe its proposed …  3. Proposer shall describe its understanding … | |  | |
|  | C.2.4 **Report/Contract Monitoring Requirements**   * 1. Proposer shall describe how Proposer will provide …   2. Proposer shall describe how Proposer will provide … | |  | |
|  | C.2.5 **Accessibility Requirements**  All Informational Material and Technology (IMT) developed, purchased, upgraded or renewed by or for the use of the Institution will comply with all applicable Institution policies, Federal and State law and regulations including but not limited to the accessibility guidelines set forth in [Web Content Accessibility Guidelines 2.0 A & AA](http://www.w3.org/TR/2008/REC-WCAG20-20081211/), [EPub3 Accessibility guidelines](http://idpf.org/a11y), [Section 508](http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh) and all other regulations promulgated under Section 504 of the Rehabilitation Act and Title II of The Americans with Disabilities Act as amended. Further:   1. Compliance means that a person with a disability can acquire the same information, engage in the same interactions, and enjoy the same goods and/or services as a person without a disability, in an equally effective and integrated manner, with substantially equivalent ease of use. 2. The Successful Proposer warrants that any IMT purchased by, developed, upgraded or renewed for the Institution will comply with the aforementioned accessibility guidelines and the contractor/vendor will provide accessibility testing results, written documentation verifying accessibility including the most recent VPAT for the product/service identified in this document. 3. The Successful Proposer will promptly respond to and resolve accessibility issues/complaints, and to indemnify and hold the Institution harmless in the event of claims arising from inaccessibility of the contractor’s/vendor’s product(s) or service(s). 4. Proposer shall provide access to the Institution for testing/compliance review.   Additional information can be found in Attachment 6.16, Vendor Product Accessibility Statement and Documentation.  If Proposer is not compliant at this time with these standards, Proposer shall describe in response to Section C.2.2, via the Accessibility Conformance and Remediation Form (Attachment 6.17) its plan for remediation. | |  | |
|  |  | |  | |
|  | **C.3 Diversity Commitment** | |  | |
|  | 1. Provide documentation of the Proposer’s commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail all of the following: 2. a description of the Proposer’s existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises; 3. a listing of the Proposer’s current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises, including the following information: 4. contract description and total value 5. contractor name and ownership characteristics (i.e., ethnicity, sex, disability) 6. contractor contact and telephone number; 7. an estimate of the level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information:    1. participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics — PERCENTAGES ONLY — DO NOT INCLUDE DOLLAR AMOUNTS)    2. descriptions of anticipated contracts    3. names and ownership characteristics (i.e., ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated; and 8. the percent of the Proposer’s total current employees by ethnicity, sex, and handicap or disability.   Proposers that demonstrate a commitment to diversity will advance the Institution’s efforts to expand opportunity to do business with the Institution as contractors and sub-contractors. | |  | |
| *(Maximum Score Section C2 – C3 = Number)* | | | | |

|  |  |  |  |
| --- | --- | --- | --- |
|  | | **C.4 Additional Goods /Goods and/or services** |  |
|  | | ***Notice: No cost or pricing (including required or optional pricing) information shall be included in the Technical Proposal. Inclusion of cost or pricing information including notations that items are “free of charge” or are “at no additional cost” in the Technical Proposal may make the proposal non-responsive, and the Institution may reject it.***  Proposer shall describe any related goods /goods and/or services available from the proposer in addition to those required in this RFP. The additional related goods /goods and/or services may be added to the contract before contract signing or during the term of the agreement, at the sole discretion of the Institution. Proposer must fully describe the related goods /goods and/or services in its Technical Proposal response. **Costs associated with additional related goods /goods and/or services must be provided in the Cost Proposal only.**  Additional Goods /Goods and/or services shall not be scored. If Proposer is not quoting any additional goods /goods and/or services, it must state this in its Technical Response. |  |
| *(Maximum Score Section C4 = 0)* | | | |
|  | | | |
|  | **C.5** **Proposer** **Finalist Presentations (Optional)** | |  |
|  | Proposers that submit responsive proposals, and receive the highest technical scores, will be designated as Finalists. Finalists will be required to make presentations to the evaluation committee. The presentations will be scheduled after the Technical Proposal review process is completed. The RFP Coordinator will notify all Proposers of the Finalists chosen and shall coordinate with each Finalist to schedule the date and time of presentation. If a Proposer is not chosen as a Finalist, its Cost Proposal shall remain sealed and unopened. | |  |
| *(Maximum Score Section C4 = zero, C5 = Number)* | | | |

ATTACHMENT 6.6

**REFERENCE QUESTIONNAIRE**

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

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

**RFP # NUMBER REFERENCE QUESTIONNAIRE**

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

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

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

* complete this questionnaire (either using the form provided or an exact duplicate of this document);
* sign and date the completed questionnaire;
* seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
* sign in ink across the sealed portion of the envelope; and
* return the sealed envelope containing the completed questionnaire directly to the reference subject.

1. **What is the name of the individual, company, organization, or entity responding to this reference questionnaire?**
2. **Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

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

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

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

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

**RFP # NUMBER REFERENCE QUESTIONNAIRE — PAGE 2**

**If you circled 3 or less above, what could the reference subject have done to improve that rating?**

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

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

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

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

**RFP # NUMBER REFERENCE QUESTIONNAIRE — PAGE 3**

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

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

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

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

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

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

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

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

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

**ATTACHMENT 6.7**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **COST PROPOSAL & SCORING GUIDE** | | | | | | |
| **NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as shown.** | | | | | | |
| **PROPOSER NAME:** |  | | | | | |
| **SIGNATURE & DATE:** |  | | | | | |
| *NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer company president, evidence SHALL be attached showing the Signatory’s authority to bind the Proposer.* | | | | | | |
| **COST PROPOSAL SCHEDULE**  **The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of service including all goods and/or services as defined in the RFP Attachment 6.2. *Pro Forma* Contract, Scope of Goods and/or services for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the Institution. All monetary amounts are United States currency.** | | | | | | |
|  | | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** |
| **Cost Item Description** | |  |  |  |  |  |
| 1. The Proposer’s costs for this RFP must be addressed by line item, as follows: | |  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ***The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.*** | | | **Evaluation Cost Amount:** *(sum of all weighted cost amounts above)* | |
|  | **Lowest Evaluation Cost Amount** | **X Number** *(maximum section score)* | | **= SCORE:** |
| **Evaluation Cost Amount Being Evaluated** |

**ATTACHMENT 6.8**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **PROPOSAL SCORE SUMMARY MATRIX** | | | | | | |
|  | | | | | | |
| **RFP Coordinator** | | | **Date** | | | |
| QUALIFICATIONS & EXPERIENCE Maximum Points: XX | PROPOSER NAME | | PROPOSER NAME | | PROPOSER NAME | |
| EVALUATOR 1 |  |  |  |  |  |  |
| EVALUATOR 2 |  |  |  |  |  |  |
| EVALUATOR 3 |  |  |  |  |  |  |
| EVALUATOR 4 |  |  |  |  |  |  |
| REPEAT AS NECESSARY |  |  |  |  |  |  |
|  | **SCORE:** |  | **SCORE:** |  | **SCORE:** |  |
| TECHNICAL APPROACH  Maximum Points: XX |  |  |  |  |  |  |
| EVALUATOR 1 |  |  |  |  |  |  |
| EVALUATOR 2 |  |  |  |  |  |  |
| EVALUATOR 3 |  |  |  |  |  |  |
| EVALUATOR 4 |  |  |  |  |  |  |
| REPEAT AS NECESSARY |  |  |  |  |  |  |
|  | **SCORE:** |  | **SCORE:** |  | **SCORE:** |  |
| **TECHNICAL PROPOSAL**  Maximum Points: XX | **SCORE:** |  | **SCORE:** |  | **SCORE:** |  |
| **COST PROPOSAL**  Maximum Points: XX | **SCORE:** |  | **SCORE:** |  | **SCORE:** |  |
| **TOTAL PROPOSAL SCORE  Maximum Points: XX** | **TOTAL SCORE:** |  | **TOTAL SCORE:** |  | **TOTAL SCORE:** |  |

**ATTACHMENT 6.9**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **PERFORMANCE BOND (Optional)** | | | | | | | |
| The Surety Company issuing bond shall be licensed to transact business in the State of Tennessee by the Tennessee Department of Commerce and Insurance. Bonds shall be certified and current Power-of-Attorney for the Surety’s Attorney-in-Fact attached. | | | | | | | |
|  | | | | | | | |
| **KNOW ALL BY THESE PRESENTS:**  That we, | | | | | | | |
| (Name of Principal) | | | | | | | |
| (Address of Principal)  as Principal, hereinafter called the Principal, and | | | | | | | |
| (Name of Surety) | | | | | | | |
| (Address of Surety)  as Surety, hereinafter call the Surety, do hereby acknowledge ourselves indebted and securely bound and held unto the State of Tennessee as Obligee, hereinafter called the Obligee, and in the penal sum of  $ | | | | | | | |
| (Dollar Amount of Bond)  good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.  **BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:**  **WHEREAS,** the Obligee has engaged the Principal for a sum not to exceed | | | | | | | |
| (Contract Maximum Liability)  to complete Work detailed in the Scope of Services detailed in the State of Tennessee Request for Proposal bearing the RFP Number: | | | | | | | |
| (RFP Number)  a copy of which said Request for Proposal and the resulting Contract are by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein.  **NOW, THEREFORE,** if the Principal shall fully and faithfully perform all undertakings and obligations under the Contract hereinbefore referred to and shall fully indemnify and hold harmless the Obligee from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Obligee any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material, and Work used by the Principal and any immediate or remote subcontractor or furnisher of material under the Principal in the performance of said Contract, in lawful money of the United States of America, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.  **AND** for value received, it is hereby stipulated and agreed that no change, extension of time, alteration, or addition to the terms of the Contract or the Work to be performed there under or the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration, or addition to the terms of the Contract or the Work or the specifications.  **IN WITNESS WHEREOF** the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this | | | | | | | |
|  | day of |  | | | , |  | . |
| **WITNESS:** | | | | | | | |
|  | | | | | | | |
|  | | |  |  | | | |
| (Name of Principal) | | |  | (Name of Surety) | | | |
|  | | |  |  | | | |
| (Authorized Signature of Principal) | | |  | (Signature of Attorney-in-Fact) | | | |
|  | | |  |  | | | |
| (Name of Signatory) | | |  | (Name of Attorney-in-Fact) | | | |
|  | | |  |  | | | |
| (Title of Signatory) | | |  | (Tennessee License Number of Surety) | | | |

**ATTACHMENT 6.10**

## ABOUT THE UNIVERSITY

**Tennessee State University (TSU)** is a comprehensive, urban, coeducational land-grant university founded in 1912. The university has two convenient locations – a 450-acre main campus, with more than 65 buildings, located in a residential setting; and the Avon Williams Campus located in the heart of downtown, near the center of the Nashville business and government district.

The university’s regular academic school year begins in August and ends in May of the following year. Summer sessions begin in May and ends in August. The university operates all of its nine (9) residence halls during the regular school year and four (4) during summer sessions.

**Accreditation**: Tennessee State University is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools (1866 Southern Lane, Decatur, Georgia 3003-4097) to award the Associate’s, Bachelor’s, Master’s, Specialist in Education and Doctor’s degrees.

**History**: Organized as the Agriculture and Industrial State Normal School in 1909; the school began serving students in 1912. It was raised to the status of a four-year teacher’s college in 1922 and elevated to full-fledged land-grant university status by the Tennessee State Board of Education in 1958.

**Location**: TSU is located in Nashville (population 619,626), the state capital and second largest city in Tennessee. Popularly known as “Music City USA” and “The Athens of the South,” Nashville is a thriving center of government, banking, insurance, publishing, health care, art, culture and education.

**Carnegie Class**: Doctoral II

**Tuition**: (Per Semester) Undergraduate; $1,909 full-time tuition (in-state), $5,875 full-time (out-of-state); Graduate: $2,446 full-time (in-state); and $6,412 full-time (out-of-state).

**Financial Aid**: TSU has a strong commitment to assist students seeking financial aid. Types of aid available are grants, scholarships, loans and employment. FICE School Code: 003522.

**Faculty**: 450 full-time instructional faculty; 155 adjunct faculty

**Enrollmen**t: (Fall 2008), 8,254 students (6,431 undergraduate students; 1,823 graduate students)

**Undergraduate Graduation Rate**: 47.67% (1997-2003 Cohort)

**Degrees Awarded**: 1,623

**Student Origins**: 43 states and 40 countries

**Student Residency:** 71% state of Tennessee residents

**Student Ethnic Diversity**: 74% African-American, 22% Caucasian, 4% Other

**Average Class Size**: 19 students

**Campus Computing**: TSU has been recognized by Yahoo as one of the most wired universities in the United States. The University maintains technology enabled classrooms, numerous computer labs located both in academic buildings and student housing, a student information portal (myTSU), and a help desk. All core services—including admissions, registration and bill payment—can be conducted online.

**Library**: The three-story Martha M. Brown-Lois H. Daniel Library has an impressive collection of resources supporting the college curriculum as well as the research needs of those in the surrounding areas. The library houses more than 420,000 books, 1,500 microform titles, 1,775 periodicals and a wide variety of online database services. Also, included in the 82,000 square foot building are rooms devoted to collections highlighting the University’s rich and colorful history.

**Degree Programs:**

* **College of Arts and Sciences**: Africana Studies (B.S.), Art (B.S.), Arts & Sciences, Biology (B.S., M.S.), Biological Sciences (Ph.D.), Chemistry (B.S., M.S.), Criminal Justice (B.S., M.C.J.), English (B.A., M.A.), Foreign Languages (B.A.), History (B.A.), Interdisciplinary Studies (B.I.S.), Mathematics (B.S.), Mathematical Sciences (M.S.), Music (B.S., M.A.), Physics (B.S.), Political Science (B.S.), Professional Studies (B.P.S), Social Work (B.S.), Sociology (B.S.), Speech Communication and Theater (B.A., B.S.);
* **College of Business**: Accounting (B.B.A.), Business Administration (B.B.A., M.B.A), Business Information Systems (B.B.A.), Economics & Finance (B.B.A.)
* **College of Education**: Administration & Supervision (M.Ed., Ed.S., Ed.D.), Advanced Studies in Teaching & Learning (M.Ed.), Curriculum & Instruction (M.Ed., Ed.D.), Elementary Education (M.Ed.), Guidance & Counseling (M.S.), Health, Physical Education and Recreation (B.S., M.A.Ed.), Psychology (B.S., M.S., Ph.D.), School Psychology (Ed.S.), Special Education (B.S., M.Ed.);
* **College of Engineering & Technology**: Aeronautical and Industrial Technology (B.S.), Architectural Engineering (B.S.), Civil Engineering (B.S.), Computer and Information Systems Engineering (M.S., Ph.D.), Computer Science (B.S.), Electrical Engineering (B.S.), Mechanical Engineering (B.S.), Engineering (M.E.);
* **College of Health Sciences**: Cardio-Respiratory Care Sciences (B.S.), Dental Hygiene (A.A.S., B.S.), Health Care Administration and Planning (B.S.), Health Information Management (B.S.), Medical Technology (B.S.), Occupational Therapy (B.S.), Physical Therapy (M.P.T.), Speech Pathology and Audiology (B.S.), Speech and Hearing Sciences (M.S.);
* **College of Public Service and Urban Affairs**: Urban Studies (B.S.), Public Administration (MPA, Ph.D.), Professional Studies (MPS), Undergraduate Minor in Nonprofit Management and Leadership, Graduate Certificate in Health Planning and Administration, Graduate Certificate in Nonprofit Management
* **School of Agriculture and Consumer Sciences**: Agricultural Sciences (B.S.), Early Childhood Education (B.S.), Family and Consumer Sciences (B.S.);
* **School of Nursing**: Nursing (A.A.S., B.S.N., M.S.N.);
* **Institute of Government**: Health Administration and Planning (Certificate); Non-Profit Management (Certificate), Public Administration (M.P.A., Ph.D.)

**Research**:

* Tennessee State University has experienced an explosion in sponsored research in recent years, surpassing $30 million annually.
* TSU astronomer Greg Henry was the first to discover a planet outside our solar system. He made the discovery using telescopes in the southern Arizona desert, which he operates by remote control in Nashville. Dr. Henry made the discovery in 1999 and was part of a team that discovered the first planet outside our solar system with a solid core, which may help explain how Earth developed.
* The Tennessee State University Automated Astronomy Group is a part of the [Center of Excellence in Information Systems](http://coe.tsuniv.edu/), a multidisciplinary research laboratory founded in 1986 within the state-wide [Centers of Excellence](http://www.state.tn.us/thec/2004web/division_pages/academic_pages/centers/excellence.html) program to increase the amount of research being done at state universities across Tennessee. The Center consists of students, researchers, and support staff in the areas of astronomy with automated telescopes, advanced control systems and systems identification, applied mathematics, and management information systems. The Automated Astronomy Group conducts a variety of astronomical research programs with automatic (robotic) telescopes located at [Fairborn Observatory](http://192.33.141.153/) in the Patagonia Mountains near Washington Camp, Arizona. The group has been active since 1989
* The Tennessee State University Otis L. Floyd Nursery Research Center is an IAgER facility, positioned on an 85-acre site, and dedicated to the continual improvement and strengthening of Tennessee’s nursery crop industry.  It is staffed through a cooperative effort between Tennessee State University and the United States Department of Agriculture/Agricultural Research Service. The mission of the Nursery Research Center is to provide leadership in the strengthening and expansion of our nursery industry through research in the areas of pathology, entomology, genetics, horticulture and related sciences.

**Intercollegiate Sports**:

* Tennessee State University competes in Division I of the NCAA with the exception of men’s football (I-AA). Programs are available for men in basketball, football, golf, tennis, and track and field. Programs are available for women in basketball, softball, tennis, track and field, and volleyball.
* TSU is home to the Olympians – 32 Olympic medals have been won by TSU student-athletes – 17 gold, 8 silver and seven bronze medals.
* TSU has had more than 100 former athletes who were drafted and played in the National Football League (NFL).
* 20 former TSU athletes have played in a NFL Super Bowl, including most recently the Denver Broncos Robert “Snacks” Myers (Super Bowl 50: Feb. 7, 2016).

**Housing**: Campus housing accommodates approximately 3,200 students. It maintains single sex, coed, and apartment-style facilities for men and women.

**Student Services**: University Counseling Center, Career Development Center, cooperative Education, Student Health Services, Graduate and Professional Opportunities, international Student Affairs, Minority Student Affairs, and Disabled Student Services.

**Calendar**: Fall, spring and summer sessions. Deadlines for admission: Fall Semester, August 1; Spring Semester, December 1. Deadline for financial aid: Fall Semester, July 15.

**Achievements/Highlights:**

* Home of the world-renowned Aristocrat of Bands marching band. The band has performed in over 15 nationally-televised NFL half-time shows, three presidential inaugurations and has appeared and performed in a variety of television, movie and concert venues.
* TSU has the top-rated forensics program among black colleges and universities in the nation.
* In recent years, TSU has had the highest graduation rate of its athletes in the Tennessee Board of Regents system, and among historically black colleges and universities.
* TSU is one of only three HBCUs in the nation with a Phi Kappa Phi Honor Society, the most prestigious honor society comprising all academic disciplines.
* The university hosts the Phi Eta Sigma Honor Society, the oldest and largest freshman honors society in the United States.
* TSU’s Business Incubation Center has launched numerous small businesses in Tennessee, including Christie Cookie Co.
* **Special recognition:** **Tennessee State University holds the distinction of a Carnegie classified doctoral research university.**

**ATTTACHMENT 6.11**

***LISTING OF SYSTEM INSTITUTIONS***

***THE UT SYSTEMS OF HIGHER EDUCATION AND STATE OF TENNESSEE***

**Locally Governed Universities**

Austin Peay State University

East Tennessee State University

Middle Tennessee State University

Tennessee State University

Tennessee Technological University

University of Memphis

**UT System**

University of Tennessee – Chattanooga

University of Tennessee – Knoxville

University of Tennessee – Martin

University of Tennessee – Memphis

University of Tennessee – Tullahoma

**Tennessee Board of Regents, System Office**

Chattanooga State Community College

Cleveland State Community College

Columbia State Community College

Dyersburg State Community College

Jackson State Community College

Motlow State Community College

Nashville State Community College

Northeast State Community College

Pellissippi State Community College

Roane State Community College

Southwest Tennessee Community College

Volunteer State Community College

Walters State Community College

TCAT-Athens

TCAT-Chattanooga

TCAT-Covington

TCAT-Crossville

TCAT-Crump

TCAT-Dickson

TCAT-Elizabethton

TCAT-Harriman

TCAT-Hohenwald

TCAT-Jacksboro

TCAT-Jackson

TCAT-Knoxville

TCAT-Livingston

TCAT-McKenzie

TCAT-McMinnville

TCAT-Memphis

TCAT-Morristown

TCAT-Murfreesboro

TCAT-Nashville

TCAT-Newbern

TCAT-Oneida

TCAT-Paris

TCAT-Pulaski

TCAT-Ripley

TCAT-Shelbyville

TCAT-Whiteville

**State of Tennessee Departments**

**ATTACHMENT 6.12**

**Vendor Application Form**

**Mailing Address**:

Tennessee State University

Telephone: **(615) 963-5181** **Office of Procurement Services**

Facsimile: **(615) 963-5192** 3500 John A. Merritt Boulevard

Nashville, Tennessee 37209-1561

Complete all information and submit for inclusion **www.tnstate.edu/procurement**

of your company for invitations to bid.

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. Company Name and Bid Address | | |  |  | 2. Address to which payments are to be mailed.  (If same as No. 1, leave blank.) | | | |  |
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| 3. Telephone: | | | | 4. Telephone (other): | | | | | |
| 5. Fax: | | | | 6. Name of Contact Person: | | | | | |
| 7. Email Address of Contact Person: | | | | 8. Company URL (website): | | | | | |
| 9. Federal Identification Number (FEIN): | | | | 10. Social Security Number (If no FEIN): | | | | | |
| 11. Type of Organization (select one): | | | | 12. Kind of Ownership (check all that apply): | | | | | |
|  | | 🞎 Individual  🞎 Partnership  🞎 Non-Profit Organization  🞎 Corporation  🞎 State of Incorporation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_  🞎 Year of Incorporation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  | | 🞎 Government (GO)  🞎 Non-Profit (NO)  🞎 Majority (MJ)  🞎 Minority (MN)  🞎 Woman (WO)  🞎 Small (SM)  🞎 Service-Disabled Veteran (SDV) | |  | |
| 13. Minority Ethnicity Code (select one): | | |  | 14. Annual Gross Sales (select one): | | | |  | |
|  | | 🞎 African American (MA)  🞎 Native American (MN)  🞎 Hispanic American (MH)  🞎 Asian American (MS) |  |  | | | 🞎 $0 - $499,999  🞎 $500,000 - $749,999  🞎 $750,000 - $999,999  🞎 $1,000,000 - $1,999,999  🞎 $2,000,000 and over |  | |
| 15. Type of Business (select one): | | | |  | | | |  | |
|  | | 🞎 Agriculture/Forestry/Fishing  🞎 Architectural/Design/Engineering  🞎 Finance/Insurance/Real Estate  🞎 Marketing/Communications/Public Relations  🞎 Transportation/Commerce/Utilities  🞎 Medical/Healthcare  🞎 Information Systems/Technology  🞎 Educational/Manufacturing/Service Industry  🞎 Mining/Retail Trade/Wholesale Trade  🞎 Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | 16. Number of Employees: \_\_\_\_\_\_\_\_\_\_ | | | |  | |
|  | | | |  | |
| 17. Excluded from federal procurement or  non-procurement programs? 🞎 Yes 🞎 No | | | |  | |
| 18. Preference for reporting purposes (select one): | | | |  | |
| 🞎 Small 🞎 Woman-Owned | | | |  | |
| 🞎 Minority 🞎 Service-Disabled Veteran | | | |  | |

Tennessee State University is an Equal Opportunity/Affirmative Action University.

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| 19. Comments: | | | | | | | | | | | | |  |
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| 20. Commodities: Please provide the three-digit (3) commodity codes for goods and/or services for  which your company would like to be provided bid opportunities. **For a list for commodities codes,**  **please visit our website at www.tnstate.edu/purchasing.** | | | | | | | | | | | | |  |
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| 21. Certification: By submitting this form, I certify that I am an authorized representative of the above  company and that all the information as completed above is true and accurate. | | | | | | | | | | | | | |
|  | Signature Printed Name Title Date | | | | | | | | | | | |  |

Tennessee State University

Office of Procurement Services

Campus Box 9633

3500 John A. Merritt Boulevard

Nashville, Tennessee 37209-1561

If you have any questions or need additional information, please contact the

Office of Procurement at 615/963-5181.

**ATTACHMENT 6.13**

**Protest Bond**

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

**KNOW ALL BY THESE PRESENTS:**

That we,

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

(Name of Protestor)

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

(Address of Protestor)

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

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

(Name of Surety)

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(Address of Surety)

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

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

(Dollar Amount of Bond)

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

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

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

(RFP Number)

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

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

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

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

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

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

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

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

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

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

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

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

**WITNESS:**

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

(Name of Protestor)

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

(Authorized Signature of Protestor)

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(Name and Title of Signatory)

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

(Name of Surety)

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

(Signature of Attorney-in-Fact)

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

(Name of Attorney-in-Fact)

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

(Tennessee License Number of Surety)

**ATTACHMENT 6.14**

**SUBSTITUTE W-9 FORM**

**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION**

**A. Please complete general information.**

Taxpayer Name: Phone No.:

Business Name (if applicable):

Address:

City: State: Zip Code:

**B. Check the most appropriate category below. (Check only one.)**

⬜ 1. Individual (not an actual business)

⬜ 2. Joint account (two or more individuals)

⬜ 3. Custodian account of a minor

⬜ 4. 1) Revocable savings trust (grantor is also trustee)

2) So-called trust account that is not a legal or valid trust under state law

⬜ 5. Sole Proprietorship (using a social security number for the taxpayer ID)

⬜ 6. Sole Proprietorship (using a federal employer identification number for taxpayer ID

⬜ 7. A valid trust, estate or pension trust

⬜ 8. Corporation

⬜ 9. Association, club, religious, charitable, educational, or other non-profit organization (for entities that are exempt from federal tax, use category 13 below

⬜ 10. Partnership

⬜ 11. A broker or registered nominee

⬜ 12. Account with the U.S. Department of Agriculture in the name of a public entity that receives agricultural program payments

⬜ 13. Government agencies or organizations that are tax-exempt under Internal Revenue

Service guidelines (i.e., IRC 501(c)3 entities)

**C. Fill in your taxpayer identification number below. (Please complete only one.)**

1. If you check numbers 1-5 above, fill in your Social Security Number.

**\_\_\_ \_\_\_ \_\_\_ - \_\_\_ \_\_\_ - \_\_\_ \_\_\_ \_\_\_ \_\_\_**

2. If you circled numbers 6-13 above, fill in your Federal Employer Identification Number (EIN).

**\_\_\_ \_\_\_ - \_\_\_ \_\_\_ \_\_\_ \_\_\_ \_\_\_ \_\_\_ \_\_\_**

**D. Sign and date form.**

Certification – Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number. If I checked category 13 above, I also certify that my agency or organization is tax-exempt per Internal Revenue Service guidelines and not subject to backup withholding.

Signature: Date:

Print Name: Title:

**ATTACHMENT 6.15**

**Vendor Checklist for Prevention of Common RFP Mistakes That Lead to Proposal Rejection**

1. Attachment 6.5 – Mandatory Requirements: MUST BE PROVIDED IN FORMAT STATED BY EACH REQUIREMENT

\_\_\_ Bank Reference (Attachment 6.5A. 3.)

* Letter Format on bank letterhead
* Signed within last three (3) months by authorized representative of bank

Positive Credit Verification (Attachment 6.5A.4.):

\_\_\_ Two (2) positive credit references

* Letter Format
* Prepared and signed within last three (3) months by vendors with whom Proposer has done business

\_\_\_ Official document or letter from accredited credit bureau within last three (3) months (Attachment 6.5 A.5.a.) Not Acceptable: Marketing materials which state credit rating

**OR**

\_\_\_ Dun & Bradstreet short form report, verified and dated within last three (3) months (Attachment 6.5 A.5.(b.)

\_\_\_ Current Certificate of Insurance with RFP (Attachment 6.5A.7.)

* Acknowledgement:
  + If Proposer does not have required insurance limits at time of submission, Proposer must still submit valid and current insurance certificate.
  + However, successful Proposer will have an opportunity to submit certificate with required limits prior to the Institution awarding the contract.

\_\_\_Written verification that insurance company is licensed in the State of Tennessee

\_\_\_Written verification that agent/broker is licensed in the State of Tennessee

\_\_\_Written verification that Claims Administrator is licensed in the State of Tennessee

\_\_\_Written verification of authorization of agent/broker to represent the insurance company quoted

\_\_\_Written verification of experience and ability to place automobile liability insurance

\_\_\_Photocopy or scan page showing current A.M. Best rating of “A-“ or better Not Acceptable: Proposer’s letterhead or Proposer’s marketing documentation

\_\_\_Written verification that Proposer is currently in satisfactory regulatory status with the Department of Commerce and Insurance, State of Tennessee. Proposers are to visit http://licsrch.state.tn.us/ and print the dated page which indicates its current status.

\_\_\_ Completed Minority/Ethnicity Form (Attachment 6.5A.6.)

\_\_\_ Statement regarding conflict of interest (Attachment 6.5A.2.)

\_\_\_ Signed and dated “Proposal Transmittal and Statement of Certifications and Assurances” form (Attachment 6.3)

1. Submission of Proposal

\_\_\_ On-Time Submittal (§1.9; Attachment 6.5.A.)

* Deadline is in Section 2 – Schedule of Events
* Submission by deadline includes Technical Proposal and Cost Proposal
* Late Proposals will be IMMEDIATELY DISQUALIFIED (Attachment 6.5. A.)

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

\_\_\_ **NO** **Cost Data** of **ANY** type (required cost or optional cost) in Technical Proposal (§§3.21, 3.3, Attachment 6.5. A.)

* **Including ANY costs in Technical Proposal will result in IMMEDIATE DISQUALIFICATION**

**\_\_\_\_**A proposer may not submit alternate proposals unless requested and must not submit one proposal as the prime contractor and another as a sub-contractor

Correct Format (§3):

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

\_\_\_ One (1) Electronic Technical Proposal (§3.1.2)

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

\_\_\_ Correct number of requested copies of Technical Proposal (§3.1.2)

\_\_\_ Original Signature on Original Proposal. NO copied or digital Signatures on Original(Attachment 6.5A.1)

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

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

**ATTACHMENT 6.16**

**Vendor Product Accessibility Statement and Documentation**

***Purpose of Accessibility Statement***

An effective Accessibility Statement includes several key components including:

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

***Key Components***

Commitment Statement

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

Required Documentation

1. Provide written documentation on
   1. how the product/service meets the accessibility standards:
      1. WCAG 2.0 A&AA Guidelines/ISO/IEC 40500:2012
      2. 508 Voluntary Product Accessibility Template (VPAT)
      3. And EPUB3 Accessibility Guidelines (if applicable)
   2. any available accessibility testing results
      1. List any third-party agencies with whom you have worked to evaluate accessibility support
      2. Describe any formal testing process you use to determine accessibility support
      3. Indicate if you conduct user testing with persons with disabilities to verify accessibility support
   3. and include the Conformance and Remediation Form when standards conformance is not fully achieved to demonstrate vendor’s planned roadmap to full conformance.
2. Provide links to any other internal accessibility documentation (e.g., accessibility information within general product documentation, FAQs, best practices, tutorials, case studies, or white papers).
   1. Note any other best practices or guidelines utilized during design and development (if applicable).

Product Usage Information for Users with Disabilities

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

Feedback Mechanism

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

***Implementation Recommendations***

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

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

Keep the Information in the Accessibility Statement and Documentation Current.

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

Direct any questions or comments to [jsims@tnstate.edu](mailto:jsims@tnstate.edu).

**ATTACHMENT 6.17**

**Accessibility Conformance and Remediation Form**

***Instructions***

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

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

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

Vendor/Product Information

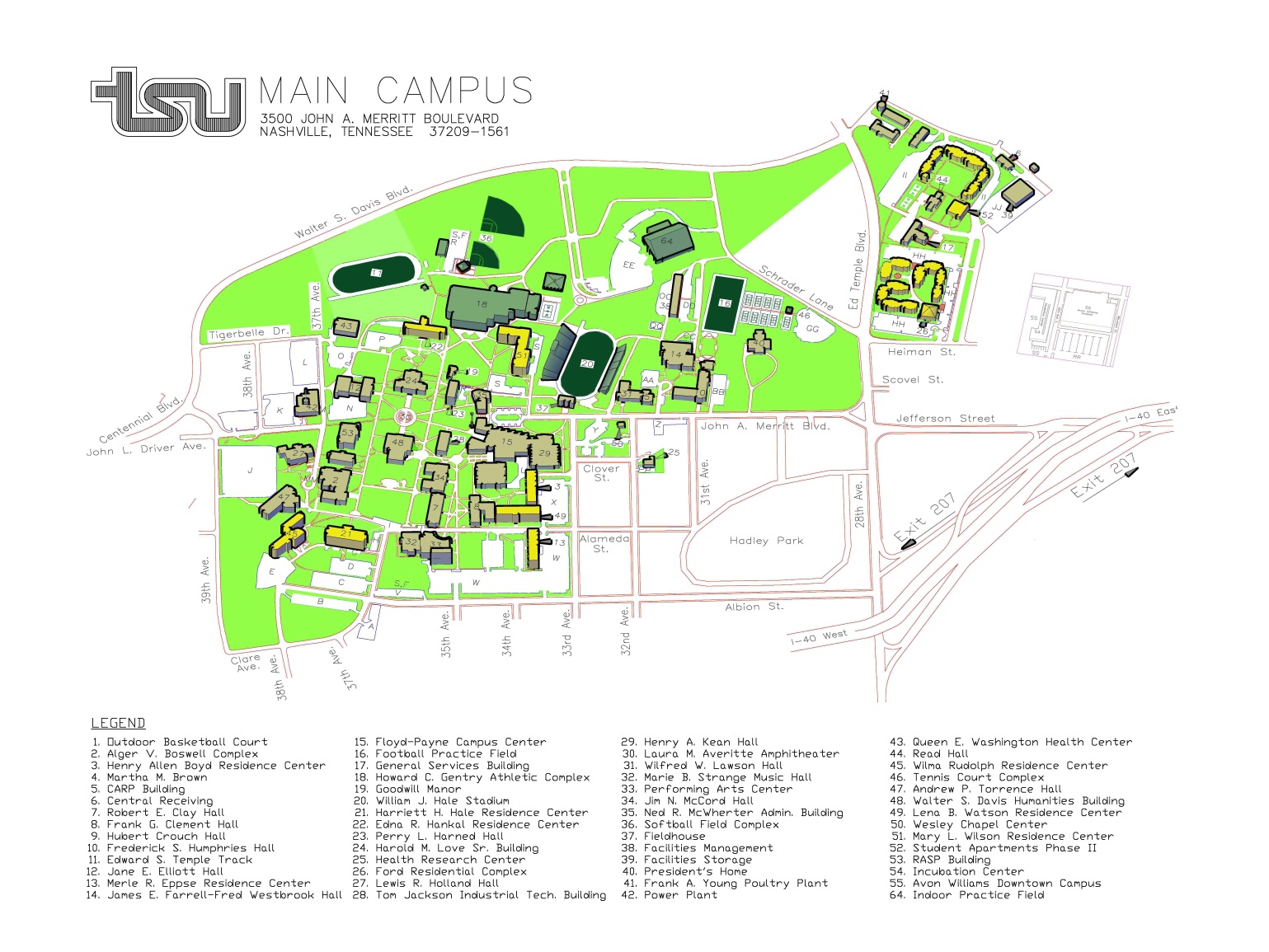
| Vendor Name |  |
| --- | --- |
| Product Name |  |
| Product Version |  |
| Completion Date |  |
| Contact Name/Title |  |
| Contact Email/Phone |  |

Specific Issues

| Issue Description | Current Status (Open, Closed, I/P) | Disposition (Planned, Deferred, I/P) | Remediation Timeline | Available Workarounds | Comments |
| --- | --- | --- | --- | --- | --- |
| Images on the landing page lack equivalent alternate text | Open | Planned | Q3, 2015 release (v1.2) |  | Functional images will receive descriptive alternate text; decorative images will receive null alternate text. |
|  |  |  |  |  |  |

Additional Information:

**ATTACHMENT 6.18**

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