**NOTE RFP REQUIREMENTS:**

1. **RFP below includes Contract Monitor Form that must be completed by individual responsible for the services being administered.**
2. **The Buyer for this RFP or Individual responsible shall have each person assigned to the RFP Evaluation Committee ‘agree to’ and ‘sign’ the RFP Evaluator Conflict of Interest/confidentiality Statement below.**
3. **The RFP begins on Page 6 of this document.**
4. **Section 6.4 RFP specifications should be completed by individual requiring services.**
5. **Attachment 6.5 (B & C) will be completed by Buyer with help from individual requiring services.**
6. **Attachment 6.6 will be completed by Buyer with help from individual requiring services.**

**(Must be completed by ordering department when requesting an RFP for services)**

**CONTRACT MONITOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(Monitor is responsible for this plan and initiating amendments and/or renewals to contract.)-

**CONTRACTOR/VENDOR:**

**CONTRACT NUMBER:**

**CONTRACT TERM:**

**DESCRIPTION OF CONTRACT:**

**SPEND**: Does actual spend to-date align with contract maximum liability? Yes / No

If No, describe any corrective actions, i.e., Amendment, Adjustment:

**GOODS REPORTING - DELIVERABLES**

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| --- | --- | --- | --- |
| **Description** | **Date Received** | **Issues** | **Resolution** |
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**SERVICES REPORTING - ACTION SUMMARY (backup documentation attached):**

Indicate activities with Contractor/Grantee (minimum of annually). Document and date any activities, accomplishments, and barriers to program management. If activities performed are outside of Scope of Services, note how applicable.

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| --- | --- | --- | --- |
| **Issues** | **Action Plan** | **Deadline** | **Outcome** |
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**CONTRACTOR FEEDBACK**

Indicate issues and/or opportunities presented by the Contractor.

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| --- | --- | --- | --- |
| **Challenges / Opportunities** | **Action Plan** | **Deadline** | **Outcome** |
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I/we, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, certify that, to the best of my/our knowledge, the above is an accurate account of the good/services/activities in regards to this contract. (Additional signature lines can be added below as needed.)

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

Signature of Monitor Date

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

Additional Signature Date

Meeting Date(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Your willingness to participate as an RFP evaluator is an integral part of the procurement process. Middle Tennessee State University Procurement Logistic Services truly appreciates your assistance and expertise.

Your designation as an RFP evaluator requires that you fully understand the policies regarding potential conflicts of interest and the confidential nature of the proposals and all that is contained therein.

**Confidentiality.** The competitive procurement process and the obligations imposed by Tennessee state law require the **Procurement Logistic Services** to ensure that the competitive process operates in a fair and equitable manner. As an RFP evaluator, you have access to information not generally available to the public and are charged with special professional and ethical responsibilities. You may have access to information about proposers that is to be used only during the evaluation process, and for discussion only with fellow evaluators. You shall not discuss the evaluation, scoring, or status of any proposal or business entity at any time prior to, during, or after the procurement process. You shall not use such information obtained as an RFP evaluator for any personal benefit, pecuniary or otherwise, nor copy and/or disseminate any portion of any proposal at any time prior to, during, or after the procurement process.

**Confidentiality of Evaluators.** During the evaluation process, **Procurement Logistic Services** makes every effort to keep the identity of evaluators confidential and will maintain that confidentiality to the fullest extent provided by law. As an evaluator, you shall not discuss or reveal the names of evaluators to proposers or other individuals.

**Conflict of Interest and Ethical Considerations.** A conflict of interest or the appearance of a conflict of interest may occur if you are directly or indirectly involved with an organization that has submitted a proposal for evaluation. Prior to reviewing any proposals, you must inform the RFP Coordinator of any potential conflicts of interest. If you become aware of any potential conflict of interest as you review a proposal, you must immediately notify the RFP Coordinator. You may be disqualified as an RFP evaluator if you conduct yourself in a way that could create the appearance of bias or unfair advantage with or on behalf of any competitive proposer, potential proposer, agent, subcontractor, or other business entity, whether through direct association with contract representatives, indirect associations, through recreational activities or otherwise. Examples of potential biasing affiliations or relations are listed below:

1. Your solicitation, acceptance, or agreement to accept from anyone any benefit, pecuniary or otherwise, as consideration for your decision or recommendation as it pertains to your evaluation of any proposal.
2. Your affiliation with a bidding company or institution. For example, a conflict may exist when you:
3. are employed by or are being considered for employment with the company or institution submitting any bid or hold a consulting, advisory, or other similar position with said company or institution;
4. hold any current membership on a committee, board, or similar position with the company or institution;
5. hold ownership of the company or institution, securities, or other evidences of debt;
6. are currently a student or employee in the department or school submitting a proposal, such as the case.
7. Your relationship with someone who has a personal interest in the proposal. This includes any affiliation or relationship by marriage or through family membership, any business or professional partnership, close personal friendship, or any other relationship that you think might tend to affect your objectivity or judgment or may give an appearance of impropriety to someone viewing it from outside the relationship.

To assure the integrity of the RFP process, all evaluators are required to complete the RFP Conflict of Interest/Confidentiality Statement.

RFP EVALUATOR CONFLICT OF INTEREST/CONFIDENTIALITY STATEMENT

I, the undersigned, a member of the Evaluation Committee for Request for Proposal No.\_\_\_\_\_\_\_ for (Title of RFP) will perform the evaluation under the guidelines, procedures and requirements provided by the RFP Coordinator.

Further, whether I am an employee of Middle Tennessee State University or a consultant assisting in the valuation of the proposal, I represent as follows:

1. I have a professional interest in seeing that the scoring and evaluation of the proposer responses to this RFP can be supported and defended, and that the recommendation of the Evaluation Committee will lead to the selection of the proposal most advantageous to MTSU, taking into consideration the price and evaluation factors set forth in the RFP.

2. Except as I have disclosed in detail, I neither have nor shall I during the evaluation acquire any financial interest, direct or indirect, in any proposer that would conflict in any manner or degree with my evaluation responsibilities. Members of my immediate family (spouse or children) and other family members who are in my household are subject to the same restriction and disclosure requirements. For purposes of this provision, publicly traded shares in stock of any offeror that are selected and administered by a third person, e.g. a mutual fund or retirement plan, are not subject to this restriction. Otherwise, the nature and extent of such financial interests must be disclosed by me to the RFP Coordinator for their evaluation of the significance of the financial interest on participation in this evaluation.

3. Notwithstanding my termination of employment or other later disassociation from this evaluation committee, I may not participate in the development of proposals in response to this solicitation.

1. I am aware that this evaluation will involve my knowledge of official information and possible proposer commercial information not publicly known. I agree not to disclose any information gained during the course of my service on this evaluation committee to any person, except to other MTSU employees who may in the normal course of business have a need for such information.

I have read this document and understand my obligations as explained herein. I further understand that I must advise the RFP Coordinator if a conflict currently exists or arises during my term of service as an RFP evaluator. I further understand that I must sign and deliver this statement to the RFP Coordinator prior to participating in the evaluation process.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ RFP #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Evaluator Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Evaluator Name (Printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PROPOSAL COVER AND CERTIFICATION FORM**

**SUBMITTED IN RESPONSE TO THE REQUEST FOR PROPOSAL:**

**Procurement Services**

**Middle Tennessee State University**

**1500 Greenland Drive**

**P.O. Box 18**

**Murfreesboro, TN 37132**

**RFP# XXXXXXXX**

**Technical and Financial Proposals Due OPENING DATE: XXXX**

**CENTRAL TIME: 3:00 P.M. (CT)**

**MTSU eProcurement Bid Site*:*** [***https://mtsource.ionwave.net/Login.aspx***](https://mtsource.ionwave.net/Login.aspx)

I certify that this proposal is made without prior understanding, agreement, or connection with any persons, firm or corporation submitting a proposal for this RFP and is in all aspects fair and without collusion or fraud. I certify that I am authorized to sign this proposal for the Vendor.

I further certify that the submission of this proposal shall be deemed acceptance of all the terms and conditions of this RFP, except as may be specifically provided otherwise in the proposal.

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

Federal Identification Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Proposer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip Code: \_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: Authorized Signature (Signed) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature (Typed) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Failure to sign this Proposal Form will result in the disqualification of your entire RFP Proposal.

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1. INTRODUCTION
   1. Background

Middle Tennessee State University (MTSU) is situated at the geographic center of the state of Tennessee. Middle Tennessee State University is the No. 1 producer of graduates for the Greater Nashville economy and is the top destination for transfer students in Tennessee. Occupying more than 1,000 acres in Rutherford County, the main campus covers five hundred acres with other sites that include an agricultural campus, an aerospace facility at the Murfreesboro Airport and the Miller Horse Science Center. The University is composed of eight undergraduate colleges, with more than forty departments and more than 140 degree programs. The College of Graduate Studies offers more than 100 degree programs. The University Honors College is the first in the state and offers an ivy-league experience for high-ability students. For the fourth year in a row, MTSU has been named a “military-friendly” University” by the G.I. Jobs magazine. On July 1, 2013, MTSU moved to Conference USA from the Sun Belt Conference in which it worn nine All-Sports trophies and more than 50 conference championships.

Founded on September 11, 1911 as Middle Tennessee State Normal School, it was one of three teacher preparatory schools in Tennessee. Today, MTSU is a Carnegie Research Doctoral University receiving regional, national and international acclaim for its variety of distinctive program offerings.

Proposers are encouraged to visit MTSU’s website at www.mtsu.edu to familiarize themselves with the university.

* 1. Statement of Purpose

Middle Tennessee State University (MTSU)(hereinafter “University”), has issued this Request for Proposal (RFP) to define the University’s minimum service requirements; solicit proposals; detail proposal requirements; and, outline the University’s process for evaluating proposals and selecting the Contractor.

The University seeks proposals for the XXXX.

Through this RFP, University seeks to buy 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 University as Contractors and subcontractors. Vendors must complete the Minority/Ethnicity form (See Attachment **6.1** for form and classification definitions). The University intends to secure a contract for BRIEF STATEMENT OF SERVICES TO BE BOUGHT OR A BRIEF SUMMARY OF THE PROBLEM TO BE ADDRESSED BY THE RESULTING CONTRACT INCLUDING A BRIEF SUMMARY OF PERTINENT BACKGROUND INFORMATION

* 1. Scope of Service, Contract Period, and Required Terms and Conditions

The Scope of Service is to operate the University XXXX and to maintain the XXXX and its services as an integral element of the University’s educational and academic mission. The XXXX is established and maintained solely for the convenience of students, faculty, staff, alumni, visitors and guests of the University.

The RFP Attachment **6.2**, *Pro Forma* Contract details the University’s requirements:

* Scope of Services in Section A;
* Contract Term in Section B;
* Payment Terms and Conditions in Section C;
* Standard Terms and Conditions in Section D;
* Special Terms and Conditions in Section E;

The *Pro Forma* Contract substantially represents the contract document that the Proposer selected by the University **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. Coverage and Participation

It is acknowledged that MTSU is issuing this proposal on behalf of all the six Independent State Universities, University of Tennessee System of Higher Education, Tennessee Board of Regents (TBR) member institutions, and other Tennessee State agencies that desire to utilize services under a resulting Agreement. Does Proposer agree to extend this proposal and current contract pricing/revenues to all Universities/TBR/UT Institutions of Higher Education? (This does not mean that the listed entities are required to utilize services under this RFP). On Section 7) Proposer should answer, Does or Does Not, on Attachment 6.3 – Transmittal and Certification Statement.

* 1. 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 University’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 University or in the employment practices of the University’s Contractors. Accordingly, all vendors entering into contracts with the University 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 University 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.

**Institutional Equity & Compliance**

**Middle Tennessee State University**

**1301 East Main Street, CAB 116**

**Murfreesboro, TN 37132**

**Phone Number: 615-898-****2185**

* 1. 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. RFP Communications - RFP Coordinator

XXXX Buyer name

XXXX Title

Middle Tennessee State University  
P. O. Box 18

1500 Greenland Drive  
Murfreesboro, TN 37132  
(615) XXX-XXXX Phone   
(615) 898-5597 Fax  
XXXX email address buyer

* + 1. Unauthorized contact regarding this RFP with employees or officials of the University other than the RFP Coordinator named below may result in disqualification from this procurement process.
    2. The University has assigned the following RFP identification number that must be referenced in all communications regarding the **RFP: XXXX**
    3. Any oral communications shall be considered unofficial and non-binding with regard to this RFP.
    4. Each Proposer shall assume the risk of the method of dispatching any communication or proposal to the University. The University 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 University by a deadline date shall not substitute for actual receipt of a communication or proposal by the University.
    5. The RFP Coordinator must receive via email all written comments, including questions and requests for clarification, no later than the Written Comments Deadline in the RFP Section 2, Schedule of Events.
    6. The University will convey all official responses and communications pursuant to this RFP to the potential Proposers to whom the University mailed a Request for Proposal OR from which the University has received a Notice of Intent to Propose.
    7. The University 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, or Internet posting).
    8. Direct all questions, by email, to the primary contact person listed above, citing the RFP Number. University will respond to all emailed written questions. Only emailed written responses to written questions will be official, binding responses. Email responses to written questions will be forwarded to each vendor that receives this RFP, and **provides a single point of contact.**

**[Single Point of Contact must be provided to RFP Coordinator’s email address listed above on or before [XXXX DATE 4:00PM (CT)].**

These responses will be incorporated by attachment into the RFP and will be considered amendments. The name(s) of the vendor(s) submitting the question(s) will not be disclosed in the responses emailed.

Only the University’s official, written responses and communications shall be considered binding with regard to this RFP.

IF APPLICABLE — INSTRUCTIONS REGARDING OFFICIAL COMMUNICATIONS SUCH AS A REFERENCE TO AN INTERNET URL

* + 1. Any data or factual information provided by the University, 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 University’s written consent to rely thereon.
  1. 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

* 1. 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. 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 questions will be issued by the University as described in RFP Sections 1.8, *et seq.*, above and on the date in the RFP Section 2, Schedule of Events.

* 1. Pre-Proposal Conference (MUST HAVE ONE AND/OR BOTH OF THESE 2 PARAGRAPHS FOR RFPS EXCEEDING $100,000)

A Pre-Proposal Conference will be held at the time and date listed in the RFP Section 2, Schedule of Events. The purpose of the conference is to discuss the RFP scope of goods and/or services. No oral questions will be entertained prior to the pre-proposal conference. Questions may/shall be submitted to the RFP Coordinator in writing prior to the Conference. Oral responses to any question(s) at the Pre-Proposal Conference shall be considered tentative and non-binding with regard to this RFP. Additional Questions, as well as any questions asked at the Pre-Proposal Conference, concerning the RFP must be submitted in writing prior to the Written Comments Deadline date in the RFP Section 2, Schedule of Events. To ensure accurate, consistent responses to all known potential Proposers, the official response to all questions will be issued by the University as described in RFP Section 1.7 above and on the date detailed in the RFP Section 2, Schedule of Events. Pre-Proposal Conference attendance is/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:

ADDRESS/LOCATION

OR

Written Questions/Answer Period

A question and answer period deadline is defined 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 regarding the scope of goods and/or services requested. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the University as described in RFP Sections 1.7, *et seq.*, above and on the date in the RFP Section 2, Schedule of Events.

**Performance Bond (INCLUDE THIS SECTION ONLY IF A PERFORMANCE BOND IS REQUIRED)**The University shall require a performance bond from the successful Proposer prior to the effective date of the resulting contract. The amount of the performance bond must be in the sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_($NUMBER). The successful Proposer shall obtain the required performance bond in form and substance acceptable to the University (refer to RFP Attachment 6.14) and shall provide it to the University no later than the Performance Bond Deadline date in the RFP Section 2, Schedule of Events. Failure of the apparent Successful Proposer to provide the performance bond by the contract effective date shall deem the apparent successful Proposer’s Response and any resulting contract null and void.

2 RFP SCHEDULE OF EVENTS

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

|  |  |  |
| --- | --- | --- |
| **RFP SCHEDULE OF EVENTS**  **NOTICE: The University reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. The University will communicate any adjustment to the Schedule of Events to the potential Proposers.** | | |
| **EVENT** | **TIME** | **DATE (all dates are University business days)** |
| 1. University Issues RFP |  | **XXXX** |
| 1. Disability Accommodation Request Deadline and Reservation deadline for Pre-proposal on-site Meeting/Walk-through. **Limit number of vendor attendees to four (4) or less.** | 4:00 PM CT | **XXXX** |
| 1. Submit Point of Contact | 4:00 PM CT | **XXXX** |
| 1. **MANDATORY** On-site pre-proposal Meeting and Walk-thru, MTSU Location:   **Middle Tennessee State University**  **XXXX**  **Murfreesboro, TN 37132** | **AM – PM CT** | **XXXX** |
| 1. Emailed Written Question/Comments Deadline | 4:00 PM CT | **XXXX** |
| 1. University Responds to Written Questions/Comments | 4:00 PM CT | **XXXX** |
| 1. Intent to Propose | 4:00 PM CT | **XXXX** |
| 1. Proposal Deadline in MTSU Procurement Office | **3:00 PM CT** | **XXXX** |
| 1. **MANDATORY** Public Contractor Oral Presentations:  Presentation Order will determined by a lottery style drawing. Location **TBD**. | **Begin at XXXXam and end XXXXpm Central Time** | **XXXX** |
| 1. University Completes Technical Proposal Evaluations | 3:00 PM CT | **TBD** |
| 1. University Opens Financial Proposals and Calculates Scores | 3:00 PM CT | **TBD** |
| 1. University Issues Intent to Award Letter and Opens RFP Files for Public Inspection | 9:00 AM CT | **TBD** |
| 1. Award of Contract | T | **TBD** |
| 1. Contract Effective Date |  | **TBD** |

1. 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. The University, however, 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 University. University may initiatenegotiations which serve to alter the bid/proposal in a way favorable to the University. 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.

* 1. Proposal Form and Delivery
     1. Each response to this RFP must consist of a **Technical Proposal** and a **Financial Proposal** (as described below).
     2. **Each Proposer must submit one (1) printed original (Marked Original) Technical Proposal with an original signature, XXX (XX) printed copies of the original and two (2) digital/electronic copies (CD/DVD/Jump-drive) of the original Technical Proposal**. **Each Proposer must submit one (1) original (Marked Original) Financial Proposal with an original signature and XXX(X) copies of the original and two (2) digital/electronic copies (CD/DVD/Jump-drive) of the original Financial Proposal** to the University in separate sealed packages that are clearly marked:

**RFP Proposals are required to be submitted in two (2) separate, sealed envelopes or packages.** The **first package** will contain the Technical Proposal and all submittals **except those associated with the Financial Proposal** and must be clearly labeled with the statement: “**Technical Proposal in Response to RFP No: XXXX**

**DO NOT OPEN UNTIL Date: XXXX** and Time: **3:00PM (CT)**

The **second package** will contain the **Financial Proposal** and must be clearly labeled with the statement “**Financial Proposal**”. A **Financial Proposal Submitted in Response to RFP No: XXXX.** **Financial Proposals** will not be opened until the **Technical Proposal** evaluation is complete and **only** qualified vendors will have their **Financial Proposals** opened. **If any financial information is enclosed in the Technical Proposal other than what is requested as part of the Technical Proposal the University may reject the entire proposal and there will be no further evaluation.**

**If both the Technical and Financial Proposals are sent within the same box, package or envelope, Proposer will indicate this on the outside of the box, package, or envelope.**

**LATE RFP PROPOSALS WILL NOT BE CONSIDERED**. In addition, **Proposals received via fax or email will not be accepted.**

**Failure to submit original (Marked Original) Proposals with original signatures will be cause for rejection of the proposal (this requirement will apply to both the technical and financial proposal).**

* + 1. A proposal must be typewritten. A Proposer may not deliver a proposal orally or solely by means of electronic transmission.
  1. Technical Proposal

**NOTICE**: **No pricing or revenue information shall be included in the Technical Proposal.**  Inclusion of Financial Proposal amounts in the Technical Proposal will make the proposal non-responsive, and the University shall reject it. **THIS INCLUDES REFERENCES TO ITEMS THAT ARE INCLUDED “FREE” OR “AT NO ADDITIONAL COST”, ETC.**

* + 1. The Proposer must sign and date the **Technical Propos**al. Digital, electronic, or facsimile signatures will not be acceptable as the original signature. **Failure to submit one (1) original Technical Propos**al **with an original signature will be cause for rejection of the entire RFP proposal.**
    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. 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.
    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.
    5. The University 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.
  1. Financial Proposal
     1. The Proposer must sign and date the **original** **Financial Proposal (Marked Original) and Include Attachment 6.6 signed by authorized company representative**. Digital, electronic, or facsimile signatures will not be acceptable as the original signature. **Failure to submit original with an original signature shall be cause for rejection of the proposal.**
     2. The Financial Proposal must be submitted to the University in a sealed package separate from the Technical proposal.
     3. Each Financial Proposal must be recorded on an exact duplicate of the RFP Attachment 6.6, Financial Proposal and Scoring Guide.
     4. Each Proposer shall ONLY record the proposed financials exactly as required by the Financial Proposal and Evaluation Guide and shall NOT record any other rates, amounts, or information.
     5. The proposed costs or revenues shall incorporate all services under the Contract for the total contract period.
     6. If a Proposer fails to submit a Financial Proposal as required, the University shall determine the proposal to be non-responsive and reject it.

1. GENERAL REQUIREMENTS & CONTRACTING INFORMATION
   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 comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). All Proposal comments concerning RFP objections must be made in writing and received by the University no later than the **Emailed Written Questions and Comments Deadline in the RFP Section 2, Schedule of Events**. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these comments/objections have not been brought to the attention of the University, in writing, by the Emailed Written Comments Deadline.

* 1. RFP Amendment and Cancellation

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

The University 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.

* 1. Proposal Prohibitions and Right of Rejection
     1. The University reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.
     2. Each proposal must comply with all of the terms of this RFP and all applicable state laws and regulations. The University may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. The University may consider any proposal that does not meet the requirements of this RFP to be non-responsive, and the University may reject such a proposal.
     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.

OR

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

* + 1. Proposer may not restrict the rights of the University or otherwise qualify a proposal. The University may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected.
    2. 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 University may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected. If the proposal is not rejected, such additional or different terms submitted by Proposer shall be void. University hereby unequivocally rejects any and all additional or different terms, unless University expressly accepts such additional or different terms in writing signed by the RFP Coordinator or expressly included in any contract resulting from the RFP.
    3. 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 proposal.
    4. 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.
    5. The University shall reject a proposal if the Financial 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 University shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.
    6. The University shall not contract with or consider a proposal from:
       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.
       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);
       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. Any individual, company, or other entity involved in assisting the University 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.
    7. The University reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The University’s official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.
    8. Only the University’s official, written responses and communications shall be considered binding with regard to this RFP.

4.4 Incorrect Proposal Information

If the University 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 University. Costs/Revenues associated with additional services must be provided on a **Section B of the 6.6 Financial 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 University’s prior, written approval.

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

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

4.6.4 Notwithstanding University 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 University reserves the right to refuse any personnel of the prime Contractor or a subcontractor for use in the performance of a contract pursuant to this RFP.

4.8 Insurance and Performance Bond Requirements

4.8.1 Insurance Requirements

The Proposer shall deliver to the University 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 University.

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 $1,000,000 per occurrence, $3,000,000 in the aggregate. The Proposer shall maintain workers’ compensation coverage or a self-insured program as required under Tennessee law, including Employer’s Liability Limits. The Proposer shall deliver to the University 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 University.

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 University shall be in form and substance acceptable to the University.

4.8.2 Performance Bond

The Contractor shall berequired to furnish **a performance bond equal to $XXXX,** guaranteeing full and faithful performance of all undertakings and obligations under the contract,the amount to be forfeited if Contractor fails to complete any academic year or transition period. The bond shall be in the manner and form prescribed by the University, must be issued through a company licensed to issue such a bond in the State of Tennessee, and be provided to the University no later than the effective date of the contract. Personal checks are not acceptable in place of performance bonds. However, bank cashier’s checks will be accepted. An irrevocable letter of credit or a certificate of deposit, which shall be held by Procurement Services, from a state or national bank or a state or federal savings and loan association having its principal office in Tennessee, may be accepted by Procurement Services in lieu of a performance bond, subject to approval of the terms and conditions of said irrevocable letter of credit or certificate of deposit. The performance bond will insure performance over the entire term of the contract and, where appropriate, may be reduced over the term of the contract, at the discretion of the University.

4.9 Licensure

The apparent successful Proposer must hold all necessary, applicable business and professional licenses. The University will require any or all Proposers to submit evidence of proper licensure or eligibility for issuance of such licensure by the effective date of the contract with the RFP response. Licensure information may be identified on the outside of Proposer’s technical response. (If the scope of services requires a license from the TN Board for Licensing Contractors, the Proposer MUST have that license prior to submitting the Proposal).

4.10 Financial Stability

The successful Proposer will be required to provide information to the University to demonstrate financial stability and capability prior to award of contract as provided in Section B below.

**4.11** **Service Location and Work Space (OPTIONAL)**

The service pursuant to this RFP is to be performed, completed, managed, and delivered as detailed in the RFP Attachment 6.2, *Pro Forma* Contract. A staging area on the University’s premises may be available for Contractor use in accordance with the *Pro Forma* Contract or at the University’s discretion. Any work performed on the University’s premises must be coordinated through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at (\_\_\_) \_\_\_\_\_\_\_\_\_\_.

4.12 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.

4.13 Proposal Errors and Amendments

At the option of the University, 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 University.

4.14 Proposal Preparation Costs

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

### 4.15 Tennessee Sales and Use Tax Registration

Before a contract resulting from this RFP can be signed, the apparent successful Proposer must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax and must provide a copy of its certificate of registration to University. This is a mandatory requirement for an award of a contract pursuant to this solicitation.

However, nothing in this section shall require a Proposer to register if the Proposer does not make sales to customers in Tennessee of taxable goods or services.  If applicable, the apparent successful Proposer must certify in writing to the University that it does not make sales to customers in Tennessee of taxable goods or services.

4.16 Continued Validity of Proposals

All Proposals shall state that the offer contained therein is valid for a minimum of one hundred eighty (180) days from the date of opening. This assures that Proposers’ offers are valid for a period of time sufficient for thorough consideration. Valid Proposals which do not state the required number of days will be presumed valid for one hundred eighty (180) days. If a Proposer agrees that its proposal is open to other Universities/TBR/UT institutions, the Proposer’s Technical Proposal shall be valid for five (5) years, and its Financial Proposal shall be valid for at least one (1) year.

* 1. Disclosure of Proposal Contents

Each proposal and all materials submitted to the University in response to this RFP shall become the property of the University. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed financial 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.

* 1. Contractor Registration

All service contractors must complete a vendor application with University and become a registered vendor. This shall be done on our eProcurement webpage called ***MT$ource****.* 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 University is not required to make a proposal.

Link: ([*https://mtsource.ionwave.net/Login.aspx*](https://mtsource.ionwave.net/Login.aspx)). Registration with the University is required prior to the final contract approval (Substitute W-9 Form May be required).

* 1. Contract Approval

The RFP and the Contractor selection processes do not obligate the University 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 University obligations pursuant thereto shall commence only after the contract is signed by the Contractor and all other University/State officials as required by state laws and regulations.

* 1. Contract Cancellation

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

* 1. Contract Term

If it is in the best interests of the University to do so, the University intends to enter into a contract with an expected effective period beginning approximately May 12, 2012 and ending May 11, 2017. **At the end of the first five year term the University reserves the right to renew the contract for a second 5 year term.** Total length of contract shall not exceed 120 months. The University 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.

* 1. Contract Monitoring

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

* 1. 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 University be liable for payment of any type 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 University 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.).

* 1. 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 University 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 Middle Tennessee State University ([www.mtsu.edu](http://www.mtsu.edu)) (available upon request).

* 1. Protest Procedures.

Protest Procedures and Protest Rights are in the Middle Tennessee State University Procurement Policy and Procedure Manual, Section 3.7- Protest of Bids

<http://www.mtsu.edu/procurement/policies.php>

PROPOSAL EVALUATION & CONTRACT AWARD

* 1. Evaluation Categories and Maximum Points

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

|  |  |
| --- | --- |
| **Criteria** | **MAXIMUM POINTS POSSIBLE** |
| Attachment 6.5, Section A – Mandatory Requirements | Pass/Fail |
| Attachment 6.5, Section B – Organizational Background and Experience | **XX** |
| Attachment 6.5, Section C – Operational and Services Requirements  Attachment 6.5, Section C –  **(A) MANDATORY** - Contractor Public Oral Presentation for qualified Technical Proposals  **Attachment 6.5, Section C Technical Approach equals a total XX Points (XX + X = XX)** | **XX**  **X**  **Total XX+X=XX** |
| Attachment 6.6, Financial Proposal and Scoring Guide | **Min 25** |
| RFP #XXXX Total Possible Points Technical and Financial | **100** |

* 1. Evaluation Process

The proposal evaluation process is designed to award the contract not necessarily to the Proposer of the lowest cost/highest revenue, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.

* + 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.
    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. Technical Proposals will be evaluated for their merit (resulting in a pass/fail score) and capability (resulting in a numerical score.)
       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 Asst. Vice President of Administrative & Business Services will review the proposal and document his/her determination of whether: (1) the proposal meets requirements for further evaluation; (2) the University will request clarifications; or (3) the University will determine the proposal to be non-responsive to the RFP and reject it. A determination that a proposal is non-responsive must be approved by the Vice President, Business and Finance before notice may be sent out that the proposal has been rejected.
       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. (REQUIRES AT LEAST 3 EMPLOYEES)
       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.
       4. The University 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 University. The subject Proposer shall put any resulting clarification in writing as may be required by the University.
    3. Contractors whose Technical Proposal is accepted as a qualified response to this RFP will be required to give oral presentation of their RFP Proposal to the participants of the RFP Evaluation Team and separately to University’s XXXX employees and other managers.**..**

**The RFP Coordinator shall contact Proposers with an assigned time for a public oral presentation with XXXX employees and University Officials not to exceed one (1) hour each, in accordance with Section 2, RFP Schedule of Events. Proposers that fail to respond to contact efforts by the RFP Coordinator and/or which do not complete the public oral presentations as scheduled shall be deemed Non-Responsive and their Proposals rejected.**

**Be advised that 30 minutes will be allowed to set-up/prepare for presentation; one (1) hour will be allowed for the public presentations; 30 minutes will be allowed to break-down/remove presentation equipment, etc. Strict adherence to this schedule is a factor in determining presentation score.**

Only one (1) public oral presentation shall be required for any Proposer responding to this RFP. **Proposers should allow at least fifteen (15) minutes of the one (1) hour presentations to be reserved for a question and answer session.** Presentations must be made by key personnel, including a company officer and the district-area manager to be assigned to the University’s contract account.

These presentations will provide an opportunity for the Contractor to elaborate on its distinctive management approach and methods of operating a University XXXX, but will in no way change the original, written proposal.

At a minimum, the oral presentations should address the following issues:

* Provide staffing levels and FTE’s
* Operations and company business model for increasing sales volumes
* Technical Approach - elaborate
* Effective communication plan between Contractor and University and existing XXXX employees
  + 1. After Technical Proposal evaluations are completed, the RFP Coordinator will open the Financial Proposals and use the RFP Attachment 6.6, Financial Proposal and Scoring Guide to calculate and document the Cost Proposal scores. Upon completion, the RFP Coordinator shall calculate scores for each Financial Proposal. Financial Proposals will be evaluated (resulting in a computed price in dollars ($), converted to a numerical score.)
    2. 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).
  1. **Contract Award Process**
     1. The RFP Coordinator will forward the results of the proposal evaluation process to the appropriate University official who will consider the proposal evaluation process results and all pertinent information available to make a determination about the contract award. The University 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 University official.
     2. After the appropriate official’s determination, the University 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.

* + 1. The University will also make the RFP files available for public inspection as in the RFP Section 2, Schedule of Events.
    2. The Proposer with the apparent best-evaluated proposal must agree to and sign a contract with the University that shall be substantially the same as the RFP Attachment **6.2**, *Pro Forma* Contract.

The University, however, reserves the right, at its sole discretion, to add terms and conditions or to revise *Pro Forma* Contract requirements in the University’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 affect the competitive nature of the RFP process.

**Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, revise the *pro forma* contract terms and conditions or performance requirements in the State’s best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.**

* + 1. The Proposer with the apparent best-evaluated proposal must sign and return the Contract written by the University 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 University may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.
    2. If the University 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

**MINORITY/ETHNICITY FORM**

In order to comply with reporting regulations of the State of Tennessee and the United States Federal Income Tax laws, the following information must be provided upon execution of any University contract.

Is Contractor a US citizen?  Yes  No (If no, state country of citizenship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(If not a US Citizen, please include a copy of Visa with this form.)

**CONTRACTOR INFORMATION**:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Please print/type name of Contractor – this name must be the same as in the body of the agreement. The check will be written to this person/company.)

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Individual – Partnership - Corporation EIN# or FIN#:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BUSINESS OWNERSHIP**: **(Check all that apply)**

**Business Designation (Check One)**

Individual

Partnership

Non-Profit Organization

Corporation

**Minority /Ethnicity (Check One)**

African-American

Asian-American

Hispanic-American

Native-American

Other-Minority

**Specify\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Kind of Ownership (Check One)**

Government (GO)

State of Tennessee Agency (SA)

Non-Profit (NO)

Majority (MJ)

Minority\* (See Below)

Woman\*\* (WO) (See Below)

Small\*\*\* (SM) (See Below)

Service-Disabled Veteran\*\*\*\* (DV) (See Below)

**Number of Employees\_\_\_\_\_\_\_\_\_\_\_\_**

**Annual Sales: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Type of Business (Check One)**

Agriculture/Forestry/Fishing

Architectural/Design/Engr

Construction

Educational

Finance/Insurance/Real Estate

Information Systems/Technology

Manufacturing

Marketing/Comm/Public Relations

Medical/Healthcare

Mining

Retail Trade

Service Industry

Transportation/Commerce/Utilities

Wholesale Trade

Preference for reporting purposes: (Note: If Contractor qualifies in multiple categories as small, woman-owned, disabled veteran, and/or minority, Contractor is to specify in which category he / she is to be considered for reporting and classification purposes.)

Small  Minority  Woman-Owned  Service-Disabled Veteran

**I certify that all information on this form is complete, accurate, and true:**

**Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

\***Minority Ownership Clarification:**

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

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

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

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

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

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

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

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

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

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

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

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

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

Tennessee Service-Disabled Veteran owned means a service-disabled owned business that is a continuing, independent, for profit business located in the state of Tennessee that performs a commercially useful function, and 1. Is at least fifty-one percent (51%) owned and controlled by one (1) or more service-disabled owned veterans; 2. In the case of a business solely owned by (1) Service-disabled veteran and such person’s spouse, is at least fifty percent (50) owned and controlled by the service-disabled veteran; or 3. In the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned and controlled by one (1) or more service-disabled veteran and whose management and daily business operations are under the control of one (1) or more service-disabled veteran.

## ATTACHMENT 6.2 – Pro Forma Contract

**……..The *pro forma* contract detailed in this attachment contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from this RFP.**

***PRO FORMA* CONTRACT**

**CONTRACT BETWEEN**

**Middle Tennessee State University**

**AND**

**[NAME OF CONTRACTOR]**

This Contract, by and between **Middle Tennessee State University**, hereinafter referred to as the “University” and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the “Contractor,” is for the purpose of providing [SHORT DESCRIPTION OF THE SERVICE], as further defined in the "SCOPE OF SERVICES."

The Contractor is a [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:

A.1. A. Scope of Services

The University extends an invitation for submission of an RFP proposal to provide (Refer to ATTACHMENT 6.4 FOR TECHNICAL SPECIFICATIONS AND SERVICE REQUIREMENTS)as per the specifications and requirements of this **RFP: XXXXX**.  
This Contract shall hereby incorporate by reference **MTSU’s RFP: XXXX** and Contractor’s Proposal dated \_\_\_\_\_\_\_\_\_. These contract documents shall be interpreted in the following order of priority: 1) this Contract and any attachments or amendments, 2) MTSU‘s RFP, and 3) Contractor’s Proposal.

THIS SCOPE OF SERVICES SHOULD BE COMPLETE WHEN THE RFP IS ISSUED

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 University shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2. Term Extension. The University 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 University 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 University’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.

[THESE DATES SHOULD BE COMPLETE WHEN RFP IS ISSUED]

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the University 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 University requests work and the Contractor performs satisfactory work.

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

C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the University in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor’s compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

|  |  |
| --- | --- |
| **SERVICE UNIT/MILESTONE** | **AMOUNT** |
| [UNIT/MILESTONE EVENT] [DATE IF APPLICABLE] | $[NUMBER AMOUNT] |
| [UNIT/MILESTONE EVENT] [DATE IF APPLICABLE] | $[NUMBER AMOUNT] |

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

C.4. Travel Compensation. (PICK ONE OF THESE OPTIONS)

The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

OR

Compensation to the Contractor for travel, meals and/or lodging in connection to work performed under this Contract shall be in the amount of actual cost to the Contractor, subject to the maximum amounts and limitations specified in the University Travel Policy, as they may be from amended time to time.

[YOU SHOULD MAKE THIS DECISION BEFORE THE RFP IS ISSUED]

C.5. Payment of Invoice. The payment of the invoice by the University shall not prejudice the University's right to object to or question any invoice or matter in relation thereto. Such payment by the University 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 University, 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 University 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 University any amounts which are or shall become due and payable to the University by the Contractor.

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

[THIS MAY BE DELETED IF NOT APPLICABLE]

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The University is not bound by this Contract until it is approved by the appropriate officials in accordance with applicable Tennessee state laws and regulations.

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 in accordance with applicable Tennessee state laws and regulations.

D.3. Ethnicity. This Contract shall not be executed until the Contractor has completed the Minority/Ethnicity Form.

D.4. Termination for Convenience. The University may terminate this Contract without cause for any reason. Such termination shall not be deemed a Breach of Contract by the University. The University shall give the Contractor at least [WRITTEN NUMBER] ([NUMBER]) 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 University 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.

[THIS SHOULD BE COMPLETE BEFORE ISSUANCE OF RFP]

D.5. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the University shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the University 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 University. If such subcontracts are approved by the University, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.7. and D.8.). 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 Tennessee 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. Records. The Contractor shall maintain documentation for all charges against the University 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 University, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

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

D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the University as requested. (SPECIFY TIME PERIOD – MONTHLY, QUARTERLY, SEMI-ANNUALLY, ANNUALLY, ETC.)

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

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

**OR**

The Contractor, being an independent contractor and not an employee of the University, 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 University 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 University or to do acts on behalf of the University that have any risk of injury to others, choose the second option]

D.14. University Liability. The University shall have no liability except as specifically provided in this Contract.

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

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

D.17. 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 University or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under ***Tennessee Code Annotated***, Sections 9-8-101 through 9-8-407.

D.18. Severability. If any terms and 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.19. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, revise the *pro forma* contract terms and conditions or performance requirements in the State’s best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

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

E. SPECIAL TERMS AND CONDITIONS:

E.1. Communications and Contacts.

The University:  
 [NAME AND TITLE OF UNIVERSITY CONTACT PERSON]  
 [UNIVERSITY NAME]  
 [ADDRESS]  
 [TELEPHONE NUMBER]  
 [FACSIMILE NUMBER]

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

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 of the facsimile transmission. Changes to the Contract shall not be effective until agreed to, in writing, by both parties.

E.2. 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 University reserves the right to terminate the Contract upon written notice to the Contractor. Such termination shall not be deemed a breach of Contract by the University. 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 University any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.3. Breach. A party shall be deemed to have breached the Contract if any of the following, including but not limited to, occurs:  
  
— 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— University shall notify Contractor in writing of a Breach.

(1) In event of a Breach by Contractor, the University shall have available the remedy of Actual Damages and any other remedy available at law or in equity.

(2) Liquidated Damages— (INCLUDE THIS SECTION **ONLY** IF APPLICABLE AND ADD ATTACHMENT AS DESCRIBED BELOW) In the event of a Breach, the University may assess Liquidated Damages. The University 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 said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in 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 University 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 University pursuant to the indemnity provision or other section of this Contract.  
  
The University may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the University exercises its option to declare a Partial Default, or the University terminates the Contract. The University is not obligated to assess Liquidated Damages before availing itself of any other remedy. The University 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 University may declare a Partial Default. In which case, the University 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 University will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the University may revise the time periods contained in the notice written to the Contractor.   
  
In the event the University declares a Partial Default, the University 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 University of providing the defaulted service, whether the service is provided by the University or a third party. To determine the amount the Contractor is being paid for any particular service, the University shall be entitled to receive within five (5) days any requested material from Contractor. The University shall make the final and binding determination of the amount.   
  
The University 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 University any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the University in the event a Partial Default is declared.

b. University Breach— In the event of a Breach of contract by the University, the Contractor shall notify the University in writing within 30 days of any Breach of contract by the University. The notice shall contain a description of the Breach. In the event of Breach by the University, the Contractor may avail itself of any remedy at law in the Claims Commission; provided, however, failure by the Contractor to give the University written notice and opportunity to cure as described herein operates as a waiver of the University’s Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said 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.4. University Ownership of Work Products. The University shall have all ownership right, title, and interest, including ownership of copyright, in all work products created, designed, developed, derived, documented, installed, or delivered to the University under this Contract. The University shall have unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all such work products. The Contractor shall furnish such information and data upon request of the University, in accordance with the Contract and applicable state law.

E.5. Tennessee Sales and Use Tax Registration. The Contractor shall be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax and must provide a copy of its certificate of registration to University. This registration requirement is a material requirement of this Contract.

However, nothing in this section shall require the Contractor to register if the Contractor does not make sales to customers in Tennessee of taxable goods or services. If the Contractor does not make sales to customers in Tennessee of taxable goods or services and marks Not Applicable below, its authorized signature on this Agreement shall serve as certification of compliance with this requirement.

Mark as appropriate below:

Certificate provided \_\_\_\_\_\_\_\_ OR Not applicable \_\_\_\_\_\_\_\_

E.6. Performance Bond. (INCLUDE ONLY IF APPLICABLE) Upon approval of the Contract by all appropriate University officials in accordance with applicable state laws and regulations, the Contractor shall furnish a performance bond in the amount equal to [WRITTEN DOLLAR AMOUNT] ($[NUMBER 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 University, must be issued through a company licensed to issue such a bond in the State of Tennessee, and be provided it to the University no later than [DATE]. Failure to provide the performance bond prior to the deadline 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 University prior to its submittal.

E.7. Insurance.  The Contractor shall 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 $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, including Employer’s Liability Limits.  The Contractor shall deliver to the University 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 Contractor, upon receiving a notice of cancellation, shall give immediate notice to the University.

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, where practical.

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

The Contractor agrees to be responsible for the accountability, 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 University, 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 University for the *pro rata* amount of the residual value at the time of loss based upon the University'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 University.

[OR]

Equipment/Inventory. No equipment shall be purchased under this Contract.

E.10. University 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 University for the Contractor’s temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the University 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 University for the residual value of the property at the time of loss.

E.11. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:  
  
a***.*** This Contract document, its attachments and amendments  
b***.*** All Clarifications and addenda made to the Contractor’s Proposal  
c***.*** The Request for Proposal and its associated amendments  
d***.*** The Contractor’s Proposal  
  
In the event of a discrepancy or ambiguity regarding the Contractor’s duties, responsibilities, and performance under this Contract, these documents shall govern in the order of precedence detailed above.

E.12. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:   
  
No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.   
  
If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.   
  
The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

E.13. Data Privacy and Security.

Data Privacy. "Personal Information" means information provided to Contractor by or at the direction of University, or to which access was provided to Contractor by or at the direction of University, 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 University 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 University 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 University 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 University of any such Security Incident by telephone at the following number: 615-898-2944 and e-mail to Contractor's primary business contact at the University.

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 University for actual costs incurred by University 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 University’s written request or upon the termination or expiration of this Agreement, Contractor shall return to the University 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.14. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor’s relationship with the University hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.

E.15. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the University as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the University for infringement of any laws regarding patents or copyrights which may arise from the performance of this Contract. In any such action brought against the University, the Contractor shall satisfy and indemnify the University for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the University in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the University. The University shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor’s own defense thereof.

E.16. Authorized Individuals. Each party has provided the other party with a list identifying the individuals from whom the other party is authorized to accept any notices, requests, demands, or other advice which may be given hereunder by the party providing such list. Lists, which are attached hereto as Attachment [NUMBER], shall be valid until revoked or amended by further written notice. The parties shall only be entitled to rely on notices, requests, demands, or other advice given by such individuals.

E.17. Hold Harmless. The Contractor agrees to indemnify and hold harmless the University 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 University in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the University.  
  
In the event of any such suit or claim, the Contractor shall give the University immediate notice thereof and shall provide all assistance required by the University in the University’s defense. The University 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 University in any legal matter, such rights being governed by ***Tennessee Code Annotated***, Section 8-6-106.

E.18. 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 University 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 detailed 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.19. 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.20. 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 University’s Red Flags identity theft program and report any Red Flags to University.

E.21. Service and Software Accessibility Standards.  The Contractor warrants and represents that the service and software, including any updates, provided to the University 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 University with a fully completed Accessibility Statement and Conformance and Remediation forms (Exhibits \_\_).

E.22. Iran Divestment Act.   The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract.  The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

In witness whereof, the parties have by duly authorized representatives set their signatures hereto.

**(NAME OF CONTRACTOR)**

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

**(Name and Title)**

**Middle Tennessee State University**

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

**Sidney A. McPhee, President**

|  |  |  |
| --- | --- | --- |
| **ATTACHMENT 1**  **ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE** | | |
| **CONTRACT NUMBER:** | |  |
| **CONTRACTOR LEGAL ENTITY NAME:** | |  |
| **FEDERAL EMPLOYER IDENTIFICATION NUMBER:** (or Social Security Number) | |  |
| **The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor 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 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 Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual’s authority to contractually bind the Contractor. | |

ATTACHMENT 6.3 – Transmittal and Certification Statement

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| **PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES *The Proposer must complete and sign this Technical Proposal Transmittal. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it.*** | | |
| **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 University 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 180 days subsequent to the date of the Financial 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 1982;    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 there under 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 shall comply with 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. 6. The Proposer shall provide a performance bond in accordance with the requirements of the RFP. Failure to provide the University with the required performance bond will be cause for rejection of proposal. (ADD THIS ONLY IF APPLICABLE). 7. The Proposer \_\_\_does or \_\_\_does not agree to extend this proposal to all Universities/TBR/UT Institutions, including the State of Tennessee. If a Proposer agrees that its proposal is open to other Universities/TBR/UT institutions and the State of Tennessee, the Proposer’s Technical Proposal shall be valid for five (5) years, and its Financial Proposal shall be valid for at least one (1) year. . (ADD THIS ONLY IF APPLICABLE) | | |
| **SIGNATURE & DATE:** |  | |
|  | | |

ATTACHMENT 6.4 – PROJECT NARRATIVE AND DOCUMENTATION

**PROJECT NARRATIVE AND DOCUMENTATION**

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

ATTACHMENT 6.5 – TECHNICAL PROPOSAL & EVALUATION GUIDE SECTION A

**Mandatory Requirements** (Proposers are to indicate in Attachment 6.5, Section A page reference numbers for each of these requirements)

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

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| **TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A** | |
| **PROPOSER NAME:** |  |
| SECTION A — MANDATORY REQUIREMENT ITEMS | |
| **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 RFP 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 Executive Director of Procurement Logistic Services must review the proposal and attach a written determination, the Asst. Vice President of Administrative & Business Services will review the proposal and document his/her determination of whether: (1) the proposal meets requirements for further evaluation; (2) the University will request clarifications; or (3) the University will determine the proposal to be non-responsive to the RFP and reject it. A determination that a proposal is non-responsive must be approved by the Vice President, Business and Finance before notice may be sent out that the proposal has been rejected.** | |

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| **Proposal Page # (to be completed by Proposer)** | **Item Ref.** | **Mandatory Requirement Items** | **University Use ONLY** |
| **Pass/Fail** |
|  |  | The Proposal must be delivered to the University no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events. |  | |
|  |  | The Technical Proposal and the Financial Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., *et. seq.*). |  | |
|  |  | The Technical Proposal must NOT contain cost, pricing, or revenue information of any type. |  | |
|  |  | The Technical Proposal must NOT contain any restrictions of the rights of the State/University 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 subcontractor). |  | |
|  | **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. |  | |

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| **Proposal Page # (to be completed by Proposer)** | **Item Ref.** | **Mandatory Requirement Items** | **University Use ONLY** |
| **Pass/Fail** |
|  | **A.2** | **Tennessee Sales and Use Tax Registration**  1) Before a contract resulting from this RFP can be signed, the apparent successful Proposer must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax and must provide a copy of its certificate of registration to University. This is a mandatory requirement for an award of a contract pursuant to this solicitation.  **­­­­­­\_\_\_\_\_\_\_\_Proposer has submitted a copy of its certificate of sales and use tax registration with its response to this RFP.**  OR  2) Proposer does not make sales to customers in Tennessee of taxable goods or services. If applicable, the apparent successful Proposer must certify in writing to the University that it does not make sales to customers in Tennessee of taxable goods or services.  **\_\_\_\_\_\_\_\_Proposer certifies that it does not make sales to customers in Tennessee of taxable goods or services.** |  |
|  | **A.3** | 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 University) and, if so, the nature of that conflict.  NOTE: Any questions of conflict of interest shall be solely within the discretion of the University, and the University reserves the right to cancel any award. |  |
|  | **A.4** | Provide a current bank reference indicating that the Proposer’s business relationship with the financial University is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months. |  |
|  | **A.5** | Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, signed, and dated within the past three (3) months. |  |
|  | **A.6** | 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.7** | Provide the Minority/Ethnicity Form (Attachment 6.1) |  |
|  | **A.8** | Provide a copy of a current certificate of liability insurance. If Proposer’s current limits/coverage’s do not meet the requirements of RFP Section 4.8 above, prior to contract award, the successful Proposer will be required to submit a valid, current certificate of insurance that meets the requirements of Section 4.8. |  |
|  | **A.9** | Provide documentation that substantiates the following:  (1) The Contractor must have successfully provided \_\_\_\_\_\_\_\_\_for Universities of a similar nature and size for a minimum of five (5) years and must presently be engaged in at least five (5) such operations. The Contractor must submit with its Proposal sufficient information to verify that it meets this requirement.  (2) List of five (5) current contracts with contact information for current clients/customers receiving similar services   See Attachment 6.5 – Section B.10 for additional information |  |

VENDOR CHECKLIST FOR – MANDATORY REQUIREMENTS (Attachment 6.5 Section A)

1. **Mandatory Requirements:** MUST BE PROVIDED IN FORMAT STATED BY EACH REQUIREMENT

\_\_\_ Bank Reference

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

Positive Credit Verification:

\_\_\_ 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

Not Acceptable: Marketing materials which state credit rating

**OR**

\_\_\_ Dun & Bradstreet short form report, verified and dated within last three (3) months

\_\_\_ Current Certificate of Insurance with RFP required limits

* Acknowledgement:
* If Proposer does not have required insurance limits at time of submission, Proposer must still submit valid and current insurance certificate;
* Successful Proposer, however, will have an opportunity to submit certificate with required limits prior to University awarding the contract;

\_\_\_ Completed Minority/Ethnicity Form

\_\_\_ Statement regarding conflict of interest

\_\_\_ Tennessee Sales and Use Tax Registration

* \_\_\_\_\_\_\_\_Proposer has submitted a copy of its certificate of sales and use tax registration with its response to this RFP.

OR

* \_\_\_\_\_\_\_\_Proposer certifies that it does not make sales to customers in Tennessee of taxable goods or services.

1. Submission of Proposal

\_\_\_ On-Time Submittal

* Deadline as posted on RFP Bid Close date and time
* Submission by deadline includes Proposal and all associated attachments
* **Late Proposals will be IMMEDIATELY DISQUALIFIED**

**\_\_\_** 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

3. **This section applies for hand-carried or mailed bids**

**Correct Format Technical Proposal:**

\_\_\_ One (1) Original Technical Proposal with Original Signature

\_\_\_ Ten (10) Copies of Original Technical Proposal

\_\_\_ Two (2) Electronic Copy **(CD/DVD/Jump-drive)** of Original Proposal

\_\_\_ Original Signatures on Original Bid Proposals, NO copied or digital Signatures on Original Proposals

**Correct Format Financial Proposal:**

\_\_\_ One (1) Original Financial Proposal with Original Signature

\_\_\_ Five (5) Copies of Original Financial Proposal

\_\_\_ Two (2) Electronic **(CD/DVD/Jump-drive)** Copy of Original Proposal

\_\_\_ Original Signatures on Original Bid Proposals, NO copied or digital Signatures on Original Proposals

Do not put ‘unsealed’ technical and financial proposals in the same envelope, package, or parcel, as this will cause your entire proposal to be rejected. You may however, place your ‘sealed’ technical and financial proposals together in the same envelope, package, or parcel, but this information must be clearly listed on the exterior of the RFP parcel.

\***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.**

**\*\*\*Notations on Proposals that material submitted be kept confidential will not be honored. All bid documents and contracts will become public record.**

ATTACHMENT 6.5 — TECHNICAL PROPOSAL & EVALUATION GUIDE SECTION B

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| TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B | | |
| **PROPOSER NAME:** | |  |
| SECTION B — ORGANIZATIONAL BACKGROUND & 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 University employees, will independently evaluate and score the proposal’s “qualifications and experience” responses.**  **The evaluation and selection of a Contractor and contract will be based on the information submitted in the proposal. Proposers should respond clearly and completely to all requirements. Failure to respond completely may be the basis for rejecting a proposal.**  **Proposals submitted to University afford each participating Contractor ample opportunity to explain, in detail, any potential benefits to be derived or proposed advantages to be achieved by selecting Contractor’s proposal.** | | |
| **Proposal Page # (to be completed by Proposer)** | **Organizational Background & Experience Items**  **TOTAL 20 POINTS FOR THE ITEMS LISTED BY University BELOW** | | |
|  | **B.1** Describe the Proposer’s form of business (*i.e*., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, and telephone number of the person the University should contact regarding the proposal. (2 points) | | |
|  | **B.2** Provide a Statement of whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten (10) years, and if so, an explanation providing relevant details. State the number of years in business under current name. (2 points) | | |
|  | **B.3** Provide a Statement of whether the Proposer or any of the Proposer’s employees, 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. (2 points) | | |
|  | **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. (2 points) | | |
|  | **B.5** 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. (2 points) | | |
|  | **B.6** Provide a brief, descriptive Statement indicating the Proposer’s credentials to deliver the services sought under this RFP. This should include but not be limited to any service features that are distinctive to your operations. Indicate how long the Proposer has been performing the services required by this RFP and include the number of years in business. Indicate the Proposer organization’s number of employees, client base, and location of offices. (2 points) | | |
|  | **B.7** Provide a brief, descriptive Statement indicating the Proposer’s credentials to deliver the services sought under this RFP. (2 points) | | |
|  | **B.8** Indicate how long the Proposer has been performing the services required by this RFP and include the number of years in business. (2 points) | | |
|  | **B.9** Indicate the Proposer organization’s number of employees, client base, and location of offices. (2 points) | | |
|  | **B.10** Provide a narrative description of the proposed project team and its organizational structure, list its members, and include resumes. | | |
|  | **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. | | |
|  | **B.12** Provide customer references for similar projects representing five of the larger accounts currently serviced by the vendor  Each reference must include:   * the company name and business address; * the name, title, and telephone number of the company contact knowledgeable about the project work; and * a brief description of the service provided and the period of service.   ***Each evaluator will generally consider the results of reference inquiries by the University regarding all references provided (both University and non-University). Current or prior contracts with the University are not a prerequisite and are not required for the maximum evaluation score possible, and the existence of such contracts with the University will not automatically result in the addition or deduction of evaluation points.*** | | |
|  | **B.13** Provide a description of the Proposers experience in providing the services requested under this RFP including: (2 points)  a. Provide as part of this RFP a list, if any, of all current contractual relationships with the State of Tennessee (including other Universities, institutions in either the TBR or UT systems) and those completed/term ended within the last five (5) year period.  b. Provide a list, if any, of all current contractual relationships with companies or businesses located within Tennessee, and those completed within the last five (5) years. | | |

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| ***(Maximum Section B Score =XX Points )*** | |
| **SCORE *(for all Section B items above, B.1 through B.13)*:** |  |

ATTACHMENT 6.5 — TECHNICAL PROPOSAL & EVALUATION GUIDE SECTION C

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| **TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C** | |
| **PROPOSER NAME:** |  |
| SECTION C — TECHNICAL APPROACH – OPERATIONAL AND SERVICE REQUIREMENTS | |
| ***The evaluation and selection of a Contractor will be based on the information submitted in the proposal. Proposers should respond clearly and completely to all requirements. Failure to respond completely may be the basis for rejecting a proposal.***  **Proposals submitted to University afford each participating Contractor ample opportunity to explain, in detail, any potential benefits to be derived or proposed advantages to be achieved by selecting Contractor’s proposal.**  ***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 University employees, will independently evaluate and score the proposal’s response to each item. Each evaluator will use the following whole number scale for scoring each item:*** | |

| **Proposal Page #  (to be completed by Proposer)** | **Technical Approach Items** | **University Use ONLY** | | | |
| --- | --- | --- | --- | --- | --- |
|  | **Possible Points Score** | | **Points Awarded** |
|  | **C.1** Providea narrative that illustrates the Proposer’s understanding of the RFP requirements |  | **XX** | |  |
|  | **C.2** Providea narrative that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the University’s project deadlines (ONLY INCLUDE PROJECT DEADLINES IF APPLICABLE) |  | **XX** | |  |
|  | **C. MANDATORY Contractor Public Oral Presentation**  **The Oral Presentations will be held at a location to be provided by University.**  **Note: Only MTSU personnel will be allowed to attend vendor presentations. No vendors will be allowed to attend other vendor presentations.** |  | **XX** | |  |
|  | | | | | |
| ***(Maximum Section C Score =XX Points )*** | | | | | |
| **SCORE *(for all Section C items above, C.1 through C.X)*:** | | | |  | |

ATTACHMENT 6.6 FINANCIAL PROPOSAL & SCORING GUIDE

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **COST PROPOSAL & SCORING GUIDE** | | | | | | | | | | | |
| **NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as shown.** | | | | | | | | | | | |
| **PROPOSER NAME:** | |  | | | | | | | | | |
| **SIGNATURE & DATE:** | |  | | | | | | | | | |
| *NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer company president, evidence SHALL be attached showing the Signatory’s authority to bind the Proposer.* | | | | | | | | | | | |
| **COST PROPOSAL SCHEDULE**  **The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of service including all services as defined in the RFP Attachment 6.2. *Pro Forma* Contract, Scope of Services for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the University. All monetary amounts are United States currency.** | | | | | | | | | | | |
| **Cost Item Description** | | | **Proposed Cost** | | | | | **University Use ONLY** | | | |
| **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** | **Sum** | **Possible Points Score** | | **Points Awarded** |
| COST ITEM DESCRIPTION | | |  |  |  |  |  |  |  | |  |
| REPEAT AS NECESSARY | | |  |  |  |  |  |  |  | |  |
| ***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 from all Proposals** | | | | | | **XXX** *(maximum section score)* | | | **=SCORE:** |  |
| **Evaluation Cost Amount Being Evaluated** | | | | | |

**THE COST OR CONTRIBUTION BELOW MUST BE SUBMITTED AS PART OF YOUR FINANCIAL PROPOSAL**

PERFORMANCE BOND COST

|  |  |  |
| --- | --- | --- |
| **Provide Annual Cost of Performance Bond** |  | Sum $\_\_\_\_\_\_\_\_\_\_\_\_\_ |

ATTACHMENT 6.6 – OPTIONAL FINANCIAL PROPOSAL

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **OPTIONAL FINANCIAL PROPOSAL** | | | | | | |
| **NOTICE TO PROPOSER: This Financial 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.* | | | | | | |
| SECTION B — Optional Financial Proposal (Page 1 Years 1-5) | | | | | | |
| **OPTIONAL Financial PROPOSAL SCHEDULE**  **The optional financial proposal, detailed below, will NOT be included in the evaluation of the RFP. Proposers, however, are encouraged to provide financial proposals for additional/optional services as part of their proposal. All parts of the proposal shall remain valid for at least 180 days subsequent to the date of the Financial Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the University. All monetary amounts are United States currency.** | | | | | | |
| **Costs Item Description** | | **Optional Costs** | | | | |
| **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** |
|  | |  |  |  |  |  |
|  | |  |  |  |  |  |
|  | |  |  |  |  |  |

ATTACHMENT 6.6 – OPTIONAL FINANCIAL PROPOSAL (cont)

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **OPTIONAL FINANCIAL PROPOSAL** | | | | | | |
| **NOTICE TO PROPOSER: This Financial Proposal MUST be completed EXACTLY as shown.** | | | | | | |
| **PROPOSER NAME:** |  | | | | | |
|  |  | | | | | |
| *NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer.* | | | | | | |
| SECTION B — Optional Financial Proposal (Page 2 Years 6 – 10) | | | | | | |
| **OPTIONAL Financial PROPOSAL SCHEDULE**  **The optional financial proposal, detailed below, will NOT be included in the evaluation of the RFP. Proposers, however, are encouraged to provide financial proposals for additional/optional services as part of their proposal. All parts of the proposal shall remain valid for at least 180 days subsequent to the date of the Financial Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the University. All monetary amounts are United States currency.** | | | | | | |
| **Costs Item Description** | | **Optional Costs** | | | | |
| **Year 6** | **Year 7** | **Year 8** | **Year 9** | **Year 10** |
|  | |  |  |  |  |  |
|  | |  |  |  |  |  |
|  | |  |  |  |  |  |

ATTACHMENT 6.7 – Proposal Score Summary Matrix

**(THIS IS THE SUMMARY SHEET OF SCORES BUT EVALUATION TEAM MEMBER’S INDIVIDUAL SCORING SHEETS MUST ALSO BE KEPT IN THE FILE)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **PROPOSAL SCORE SUMMARY MATRIX** | | | | | | |
|  | | | | | | |
| **RFP Coordinator BUYER’S NAME** | | | **Date** | | | |
| **QUALIFICATIONS & EXPERIENCE Maximum Points: XX** | **PROPOSER NAME** | | **PROPOSER NAME** | | **PROPOSER NAME** | |
| EVALUATOR 1 |  |  |  |  |  |  |
| EVALUATOR 2 |  |  |  |  |  |  |
| EVALUATOR 3 |  |  |  |  |  |  |
| EVALUATOR 4 |  |  |  |  |  |  |
|  | **AVERAGE SCORE:** |  | **AVERAGE SCORE:** |  | **AVERAGE SCORE:** |  |
| **TECHNICAL APPROACH  Maximum Points: XX** |  |  |  |  |  |  |
| EVALUATOR 1 |  |  |  |  |  |  |
| EVALUATOR 2 |  |  |  |  |  |  |
| EVALUATOR 3 |  |  |  |  |  |  |
| EVALUATOR 4 |  |  |  |  |  |  |
|  | **AVERAGE  SCORE:** |  | **AVERAGE SCORE:** |  | **AVERAGE SCORE:** |  |
| **FINANCIAL PROPOSAL  Maximum Points: XX** | **SCORE:** |  | **SCORE:** |  | **SCORE:** |  |
| **PROPOSAL SCORE  Maximum Points: 100** | **TOTAL SCORE:** |  | **TOTAL SCORE:** |  | **TOTAL SCORE:** |  |

ATTACHMENT 6.8 – Protest Bond

**Protest Bond**

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

**KNOW ALL BY THESE PRESENTS:**

That we,

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

(Name of Protestor)

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

(Address of Protestor)

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

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

(Name of Surety)

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

(Address of Surety)

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

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

(Dollar Amount of Bond)

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

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

**WHEREAS**, the Obligee has issued a Request for Proposal bearing the RFP 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 Chancellor, in accordance with subsection Tennessee Code Annotated, § 12-4-109(a)(1)(E)(vii), the head of the agency shall hold said protest bond until instructed by the Chancellor as to its disposition.

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

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

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

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

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

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

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

**WITNESS:**

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

(Name of Protestor)

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

(Authorized Signature of Protestor)

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

(Name and Title of Signatory)

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

(Name of Surety)

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

(Signature of Attorney-in-Fact)

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

(Name of Attorney-in-Fact)

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

(Tennessee License Number of Surety)

ATTACHMENT 6.9 – PERFORMANCE Bond

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **PERFORMANCE 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. 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) | | | |

APPENDICES

**ATTACHMENT 6.X**

**Vendor Product Accessibility Statement and Documentation**

***Purpose of Accessibility Statement***

An Accessibility Statement is an important component in an organization’s overall accessibility strategy. An effective Accessibility Statement includes several key components including:

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

The *Key Components* section of this document describes each of these components in more detail and provides specific examples and recommendations that clarify the role and importance of each component.

***Key Components***

***Commitment Statement***

* Clearly convey awareness of Information Material and Technology (IMT) accessibility.
* Emphasize commitment to ensuring the accessibility of the IMT product/service.
* Note ongoing efforts to monitor for and remediate accessibility issues as they are identified.

***Compliance Status***

* Indicate the specific IMT accessibility standards that are targeted for compliance. For example, specify “Section 508”, the “Web Content Accessibility Guidelines (WCAG) 2.0, level A & AA” and or EPub3 Accessibility Guidelines (note – response to all three standards is required).
* Note any other best practices or guidelines utilized during design and development (if applicable).
* List any third-party agencies with whom you have worked to evaluate accessibility support.
* Describe any formal testing process you use to determine accessibility support.
* Indicate if you conduct user testing with persons with disabilities to verify accessibility support.
* Provide an Access Development/Remediation Plan and timeline for resolving existing product accessibility gaps.

***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 persons who are 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

***Required Documentation***

* Provide documentation on
  + accessibility testing results and
  + written documentation on how the IMT product/service meets applicable technical accessibility standards (Section 508, WCAG 2.0 A&AA guidelines, EPUB3) and
  + your most recent Voluntary Product Accessibility Templates (VPATs) and
  + Include the ROCC Accessibility Conformance and Remediation Form when standards conformance is not fully achieved
* 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).

***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, Documentation and VPAT 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 info is current.

**ATTACHMENT 6.X**

**Accessibility Conformance and Remediation Form**

***Instructions***

This form serves as means for auditors and vendors to document accessibility gaps associated with AIMT products 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 products 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:**