



# AUSTIN PEAY INSTITUTION UNIVERSITY

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## REQUEST FOR PROPOSAL

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NAME OF SERVICE INSERTED HERE

<b>APSU RFP #</b>	XX-XXX
<b>Proposal Due</b>	xx/xx/xx
<b>Date/Time</b>	4:30 PM CT

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*Electronic copies of this Request for Proposal available by contacting [appurchasing@apsu.edu](mailto:appurchasing@apsu.edu).*

**PROPOSAL COVER AND CERTIFICATION FORM  
SUBMITTED IN RESPONSE TO THE REQUEST FOR PROPOSAL: Purchasing  
Austin Peay Institution University  
505 York Street  
P.O. Box 4638  
Clarksville, TN 37040**

**Technical and Cost Proposals Due OPENING  
DATE: \_\_\_\_\_  
CENTRAL TIME: 4:30 PM (CST)**

RFP Number: \_\_\_\_\_

**APSU Bid Site:** [www.apsu.edu/procurement](http://www.apsu.edu/procurement)

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) \_\_\_\_\_

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

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**1. INTRODUCTION**

Austin Peay Institution University, hereinafter referred to as "Institution," issues this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the Institution's process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, the Institution seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified respondents, including those that are owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises, an opportunity to do business with the institution as contractors, subcontractors or suppliers.

**1.1. Statement of Procurement Purpose**

BRIEF, HIGH-LEVEL EXPLANATION OF GOODS OR SERVICES SOUGHT OR A SUMMARY OF THE PROBLEM TO BE ADDRESSED. INCLUDE FURTHER INFORMATION ABOUT INITIATIVE, SUMMARY BACKGROUND INFORMATION, ETC. AS NEEDED. DO NOT ASSUME THAT DETAILED SPECIFICATIONS (WHICH SHOULD BE SET OUT IN THE PRO FORMA CONTRACT SCOPE), WILL BE APPROVED FOR THIS SECTION. INCLUDE SUMMARY BACKGROUND INFORMATION ONLY AS NEEDED.

1.1.2. ONLY IF APPLICABLE AND IF THE MAXIMUM LIABILITY IS NOT INCLUDED IN THE PRO FORMA CONTRACT, INCLUDE INFORMATION REGARDING THE TOTAL ESTIMATED PURCHASE BY AUSTIN PEAY INSTITUTION UNIVERSITY FOR THE CURRENT CONTRACT PERIOD, AND FOR THE CONTRACT PERIOD OF THE CONTRACT AWARDED PURSUANT TO THIS RFP. (SEE TENN. CODE ANN. § 12-3-305).

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

The RFP Attachment 6.6., *Pro Forma Contract* details the Institution's requirements:

- § Scope of Services and Deliverables (Section A);
- § Contract Period (Section B);
- § Payment Terms (Section C);
- § Standard Terms and Conditions (Section D); and,
- § Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Respondent **must** sign.

**1.3 Coverage and Participation**

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

**1.4. Nondiscrimination**

The Contractor shall abide by all applicable federal and state laws pertaining to discrimination and hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of classifications protected by Federal or Institution law. Accordingly, the Contractor shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

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

Sheila Bryant  
 Director of Equal Opportunity and Affirmative Action

Austin Peay Institution University  
 Human Resources, P.O. Box 4457  
 Clarksville, TN 37044  
 931-221-7178

**1.5. Assistance to Respondents With a Handicap or Disability**

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

**1.6. RFP Communications**

- 1.6.1. The Institution has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

**RFP # NUMBER**

- 1.6.2. **Unauthorized contact about this RFP with employees or officials of the Institution except as detailed below may result in disqualification from consideration under this procurement process.**

- 1.6.2.1 Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Judy Blain  
 Austin Peay Institution University  
 505 York Street, Clarksville, Tennessee 37040 (if mailing via UPS or FEDEX)  
 PO Box 4638, Clarksville, TN 37044 (if mailing USPS)  
 (931) 221-7691  
 (931) 221-6300  
[appurchasing@apsu.edu](mailto:appurchasing@apsu.edu)

- 1.6.3. Any oral communications shall be considered unofficial and non-binding with regard to this RFP. Only the Institution's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between an Institution official and one or more Respondents are unofficial and non-binding.
- 1.6.4. Potential Respondents must ensure that the Solicitation Coordinator receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.5. Respondents must assume the risk of the method of dispatching any communication or response to the Institution. The Institution assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the Institution by a specified deadline is not a substitute for the Institution's actual receipt of a communication or response.
- 1.6.6. The Institution reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the Institution. For internet posting, please refer to the following website: <http://www.apsu.edu/procurement/bid-listings.php>.
- 1.6.7. The Institution reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests for clarification.
- 1.6.8. Any data or factual information provided by the Institution (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The Institution will make reasonable efforts to ensure the accuracy of such data or information, however, it is the Respondent's obligation to independently verify any data or information provided by the Institution. The Institution expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

**1.7 Respondent Required Review & Waiver of Objections**

- 1.7.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called “questions and comments”).
- 1.7.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the Institution no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.7.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

**1.8. Pre-Response Conference (MUST HAVE ONE AND/OR BOTH OF THESE 2 PARAGRAPHS FOR RFPs EXCEEDING \$100,000)**

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is/is not mandatory, and prospective Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

**ADDRESS/LOCATION**

**OTHER APPROPRIATE INFORMATION IF ANY**

The purpose of the conference is to discuss the RFP scope of goods or services. The Institution will entertain questions, however prospective Respondents must understand that the Institution’s oral response to any question at the Pre-response Conference shall be unofficial and non-binding. No oral questions will be entertained prior to the pre-proposal conference. Questions may/shall be submitted to the Solicitation Coordinator in writing prior to the Conference. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. To ensure accurate, consistent responses to all known potential Proposers, the official response to all questions will be issued by the Institution as described in RFP Section 1.6.6 above and on the date detailed in the RFP Section 2, Schedule of Events.

**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 Institution as described in RFP Sections 1.6.6, *et seq.*, above and on the date in the RFP Section 2, Schedule of Events.

**1.9 Notice of Intent to Respond (Optional)**

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual’s name (as appropriate);
- a contact person’s name and title; and
- the contact person’s mailing address, telephone number, facsimile number, and e-mail address.

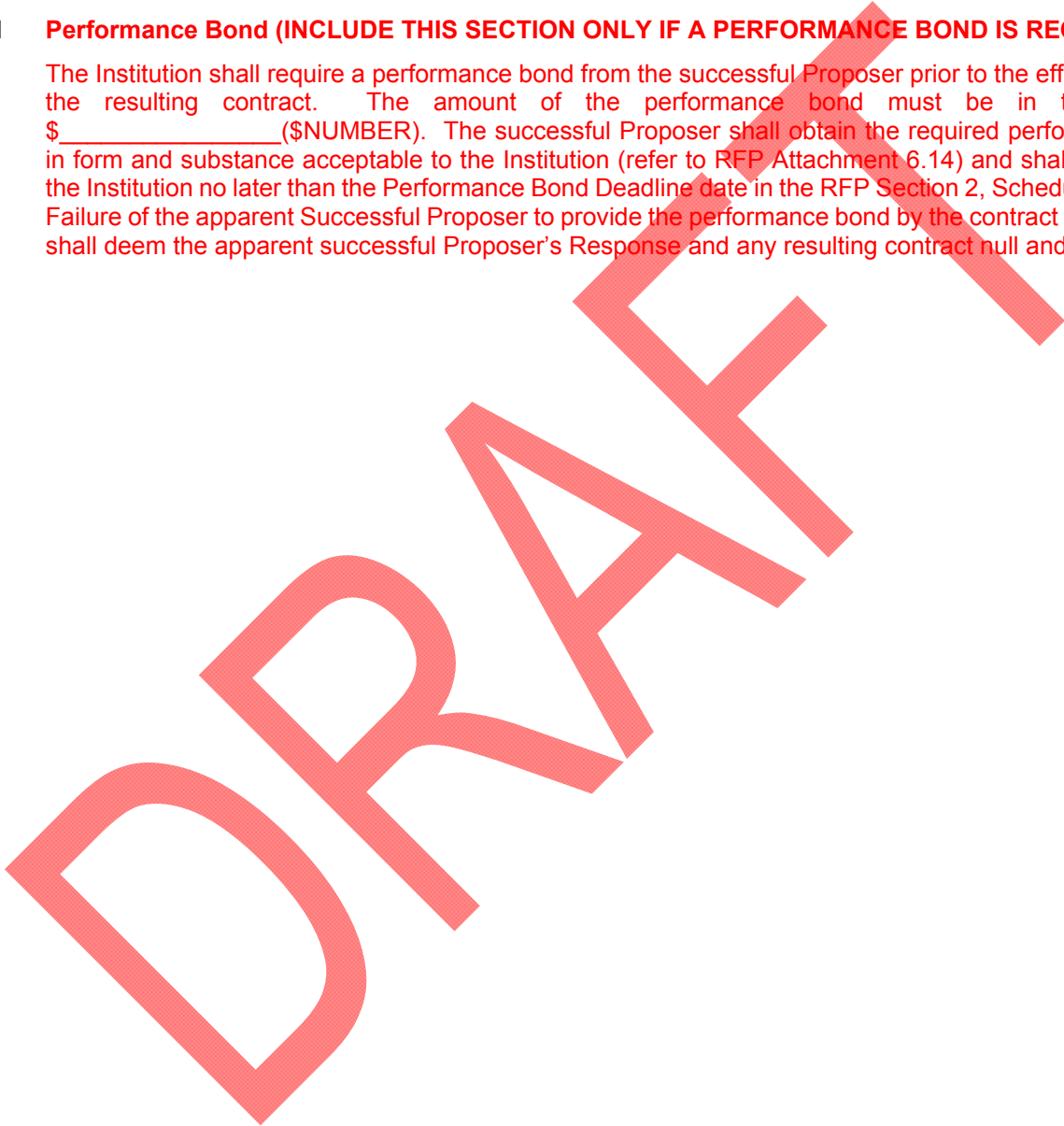
**A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.**

**1.10. Response Deadline**

A Respondent must ensure that the Institution receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. The Institution will not accept late responses, and a Respondent’s failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the Institution. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

**1.11 Performance Bond (INCLUDE THIS SECTION ONLY IF A PERFORMANCE BOND IS REQUIRED)**

The Institution 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 Institution (refer to RFP Attachment 6.14) and shall provide it to the Institution 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**

2.1 The following RFP Schedule of Events represents the Institution's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE ( <u>all</u> dates are Institution business days)
1. RFP Issued		DATE
2. Disability Accommodation Request Deadline	4:30 p.m.	≥ 3 BUSINESS DAYS LATER
3. Pre-response Conference	4:30 p.m.	≥ 1 BUSINESS DAY LATER
4. Notice of Intent to Respond Deadline	4:30 p.m.	≥ 1 BUSINESS DAY LATER
5. Written "Questions & Comments" Deadline	4:30 p.m.	≥ 3 BUSINESS DAYS LATER
6. Institution Responds to all Questions/Comments and issues any amendments - <b><u>POSTED ONLINE ONLY</u></b>		≥ 3 BUSINESS DAYS LATER
7. Response Deadline	4:30 p.m.	≥ 5 BUSINESS DAYS LATER
8. Institution Completes Technical Proposal Evaluations		≥ 3 BUSINESS DAYS LATER
9. Respondents Finalist Presentations		≥ 5 BUSINESS DAYS LATER
10. Institution Opening & Scoring of Cost Proposals	4:30 p.m.	1 BUSINESS DAY LATER
11. Institution Notice of Intent to Award Released and RFP Files Opened for Public Inspection	4:30 p.m.	1 – 3 BUSINESS DAYS LATER
11. End of Open File Period		7 CALENDAR DAYS LATER
12. Institution sends contract to Contractor for signature		1 BUSINESS DAY LATER
13. Contractor Signature Deadline	4:30 p.m.	1 – 5 BUSINESS DAYS LATER

2.2. **The Institution reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the Institution will communicate such to prospective Respondents (Optional) from whom the Institution has received a Notice of Intent to Respond.



### 3. RESPONSE REQUIREMENTS

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#### 3.1. Response Form

A response to this RFP must consist of two parts, a Technical Response and a Cost Proposal.

- 3.1.1. **Technical Response.** RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

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

- 3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½” x 11” pages (although oversize exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Response should correspond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & 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 not contribute to evaluations.
- 3.1.1.4. The Institution may determine a response to be non-responsive and reject it if:
- the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
  - the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 3.1.1.5 **The Respondent must sign and date the Technical Response. Digital, electronic, or facsimile signatures will not be acceptable as the original signature. Failure to submit one (1) original with an original signature will be cause for rejection of the response.**
- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- NOTICE: If a Respondent fails to submit a cost proposal exactly as required, the Institution may deem the response to be non-responsive and reject it.**
- 3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.
- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.
- 3.1.2.3. **The Respondent must sign and date the Cost Proposal. Digital, electronic, or facsimile signatures will not be acceptable as the original signature. Failure to submit one (1) original with an original signature will be cause for rejection of the proposal.**
- 3.1.2.4. A Respondent must submit the Cost Proposal to the Institution in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

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

**3.2. Response Form and Delivery**

3.2.1. Each Respondent must submit a proposal in response to this RFP with the most favorable terms that the Respondent can offer. The Institution reserves the right to further clarify and request amended proposals and/or to negotiate with the best evaluated Respondent subsequent to award recommendation but prior to contract execution if deemed necessary by Institution. Any amendment or negotiation shall be within the scope of the original procurement. Institution may initiate negotiations which serve to alter the bid/proposal in a way favorable to the Institution. For example, prices may be reduced, time requirements may be revised, etc. In no event shall negotiations increase the cost or amend the proposal such that the apparent successful Respondent no longer offers the best proposal.

3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.

3.2.2.1. Each Respondent must submit one (1) original, (**signed in blue, non-permanent ink**), one (1) \*electronic, and one (1) copy of the Technical Proposal to the Institution in a sealed package that is clearly marked:

**“DO NOT OPEN....RFP # NUMBER TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”**

\*electronic copy must be submitted on a flash drive with the Technical Proposal submission in a Word document.

In the event of a discrepancy between the original Technical Response document and the digital copy, the original, signed document will take precedence.

3.2.2.2 Each Respondent must submit one (1) original (**signed in blue, non-permanent ink**), one (1) electronic\*, and one (1) copy of the Cost Proposal to the Institution in a separate, sealed package that is clearly marked:

**“DO NOT OPEN....RFP # NUMBER COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”**

\*electronic copy must be submitted on a flash drive with the Cost Proposal submission in the format it was provided to the Respondent by the Institution (i.e. Word or Excel).

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

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

**“RFP # NUMBER SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”**

3.2.2.4 A Respondent must ensure that the Institution receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

505 York Street, Clarksville, Tennessee 37040 (if mailing via UPS or FEDEX)  
 PO Box 4638, Clarksville, TN 37044 (if mailing USPS)

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

**3.3 Response & Respondent Prohibitions**

3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the Institution, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.2. A response must not restrict the rights of the Institution or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the Institution or otherwise qualifies either the offer to deliver goods or provide services as required by

this RFP or the Cost Proposal, the Institution, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

- 3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The Institution may consider a response of alternative goods or services to be non-responsive and reject it.

OR

A respondent may submit an alternate proposal; however, Respondent must submit a proposal that offers the goods and/or services requested by this RFP.

- 3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The Institution will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the Institution will consider any such actions to be grounds for response rejection or contract termination.
- 3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the Institution determines that a Respondent has provided such incorrect information, the Institution will deem the Response non-responsive and reject it.
- 3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the Institution in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the Institution will deem all of the responses non-responsive and reject them.
- 3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).
- 3.3.8. The Institution shall not consider a response from an individual who is, or within the past six (6) months has been, an Institution employee. For purposes of this RFP:
  - 3.3.8.1. An individual shall be deemed an Institution employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
  - 3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any Institution employee shall be considered to be a contract with or proposal from the employee; and
  - 3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, an Institution employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

3.4. **Response Errors & Revisions**

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the Institution.

3.5. **Response Withdrawal**

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

3.6. **Additional Services**

If a response offers goods or services in addition to those required by and described in this RFP, the Institution, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

**NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, the Institution may deem the response non-responsive and reject it.**

### 3.7. **Response Preparation Costs**

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

## 4. **GENERAL CONTRACTING INFORMATION & REQUIREMENTS**

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### 4.1. **RFP Amendment**

The Institution at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the Institution will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the Institution will convey it to potential Respondents. (Refer to RFP Section 1.6.6). A response must address the final RFP (including its attachments) as amended.

### 4.2. **RFP Cancellation**

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

### 4.3. **Institution Right of Rejection**

4.3.1. Subject to applicable laws and regulations, the Institution reserves the right to reject, at its sole discretion, any and all responses.

4.3.2. The Institution may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the Institution reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the Institution waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the Institution may hold any resulting Contractor to strict compliance with this RFP.

### 4.4. **Assignment & Subcontracting**

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the Institution. The Institution reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience **Item B.11**).

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

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

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

#### 4.5. **Right to Refuse Personnel or Subcontractors**

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

#### 4.6. **Insurance**

The Institution will require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the Institution of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

#### 4.7. **Professional Licensure and Department of Revenue Registration**

4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the Institution as a part of a response to this RFP, shall be properly licensed to render such opinions.

4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The Institution may require any Respondent to submit evidence of proper licensure.

4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The Institution shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: [TN.Revenue@tn.gov](mailto:TN.Revenue@tn.gov).

#### 4.8. **Disclosure of Response Contents**

4.8.1. All materials submitted to the Institution in response to this RFP shall become the property of the Institution. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the Institution of Tennessee.

4.8.2. The Institution will hold all response information, including both technical and cost information, in confidence during the evaluation process.

4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with Tenn. Code Ann. § 10-7-504(a)(7).

#### 4.9. **Contract Approval and Contract Payments**

4.9.1. This RFP and its contractor selection processes do not obligate the Institution and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best- evaluated response or any other Respondent. Institution obligations pursuant to a contract award shall commence only after the Contract is signed by the Institution and the Contractor and after the Contract is approved by all other Institution officials as required by applicable laws and regulations.

4.9.2. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the Institution of Tennessee.

4.9.3.1. The Institution shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally

directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract Effective Date or after the Contract Term.

4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma Contract*, Section C).

4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the Institution will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the Institution shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

**4.10. Contractor Performance**

The Contractor who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All goods or services are subject to inspection and evaluation by the Institution. The Institution will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

**4.11. Contract Amendment**

After Contract award, the Institution may request the Contractor to deliver additional goods or perform additional services within the general scope of the Contract and this RFP, but beyond the specified Scope, and for which the Contractor may be compensated. In such instances, the Institution will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the Institution with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the Institution and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the Institution and the Contractor and must be approved by other Institution officials as required by applicable statutes, rules, policies and procedures of the Institution of Tennessee. The Contractor must not provide additional goods or render additional services until the Institution has issued a written contract amendment with all required approvals.

**4.12. Severability**

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

**4.13. Next Ranked Respondent**

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

**5. EVALUATION & CONTRACT AWARD**

**5.1. Evaluation Categories & Maximum Points**

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

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
---------------------	-------------------------

<b>General Qualifications &amp; Experience</b> (refer to RFP Attachment 6.2., Section B)	<b>NUMBER</b>
<b>Technical Qualifications, Experience &amp; Approach</b> (refer to RFP Attachment 6.2., Section C)	<b>NUMBER</b>
<b>Presentations (IF APPLICABLE)</b>	<b>NUMBER</b>
<b>Cost Proposal</b> (refer to RFP Attachment 6.3.)	<b>NUMBER ≥ 25% OF TOTAL POINTS</b>

**5.2. Evaluation Process**

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the Institution to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. (“Responsive Respondent” is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. “Responsible Respondent” is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

- 5.2.1. **Technical Response Evaluation.** The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three (3) or more Institution employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.
  - 5.2.1.1. The Institution reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.
  - 5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with **RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements**. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the response and document the team’s determination of whether:
    - a. the response adequately meets RFP requirements for further evaluation;
    - b. the Institution will request clarifications or corrections for consideration prior to further evaluation; or,
    - c. the Institution will determine the response to be non-responsive to the RFP and reject it.
  - 5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.
  - 5.2.1.4. A Proposal Evaluation Team, appropriate to the scope and nature of the RFP, and consisting of three (3) or more Institution employees, will evaluate each Technical Proposal that appears responsive to the RFP.
  - 5.2.1.5. For each response evaluated, the Solicitation Coordinator will calculate the total of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
  - 5.2.1.6. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the

Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

## 5.2.2 Respondent Presentations Evaluations

- 5.2.2.1 Determination of Finalists. Proposers submitting proposals that meet the mandatory requirements and who receive the highest pre-presentation technical proposal scores by the evaluation team will be designated as Finalists. Only Finalists will be invited to enter the presentation phase of the evaluation process. In order to be considered for an award, Finalists must deliver a presentation as described in this Section. The only Cost Proposals that will be opened and scored will be those for Finalists who deliver a presentation.
- 5.2.2.2 Finalists Presentations. Each invited finalists will be allowed **one (1) hour of demonstration time plus one hour (1) for questions and answers.** Presentations will be scheduled by the Solicitation Coordinator. Finalists must stay within the scheduled presentation time.
- 5.2.2.3. Presentation Equipment. Finalists are responsible for providing all hardware and software necessary to deliver the presentation. Finalists must provide a list of any other requirements needed for presentations in its Proposal.
- 5.2.2.4. Presentation Content. The presentations must not include financial information. The University reserves the right to reject any proposer's bid and presentation that does not conform to with the requirements located in this section.
- 5.2.2.5. Presentation Materials. At the time of the presentations, Finalists must provide sufficient printed materials for at **least four (4) individuals**
- 5.2.2.6. Presentation Evaluation. Each presentation and/or written description will be evaluated against the following criteria:
- Proposer's approach to providing requested services.
  - Commitment to Customer Service
  - Understanding of University needs
  - Meets RFP Requirements
- 5.2.3. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the Institution to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.4. **Total Response Score**
- The Solicitation Coordinator will calculate the sum of the Technical Response section scores, **the Presentation section scores** and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).
- 5.3. **Contract Award Process**
- 5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the appropriate institution official for consideration along with any other relevant information that might be available and pertinent to contract award. The Institution reserves the right to make an award without further discussion of any proposal.
- 5.3.2 Notwithstanding the foregoing, to effect a contract award to a Respondent other than the one receiving the highest evaluation score, the requesting department/party must provide written justification for such an award and obtain the written approval of the appropriate institutional official.
- 5.3.3 The Institution will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

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



- 5.3.3 The Institution will make the RFP files available for public inspection as in the RFP Section 2, Schedule of Events following issuance of the Intent to Award.
- 5.3.4 The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the Institution pursuant to this RFP. The Contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed Contract by this deadline, the Institution may determine that the Respondent is non-responsive to this RFP and reject the response.
- 5.3.5 Notwithstanding the foregoing, the Institution may, at its sole discretion, entertain limited negotiation prior to Contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the Institution'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.
- 5.3.6 If the Institution determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

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**ATTACHMENT 6.0**

**RFP REQUIREMENTS**

**Overview**

**PROJECT NARRATIVE AND DOCUMENTATION**

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

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**RFP ATTACHMENT 6.1**

**PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Respondent must sign and complete the Statement of Certifications and Assurances below as required, and it must be included in the Technical Response (as required by RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A, Item A.1.).

**The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:**

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of the RFP Attachment 6.6., *Pro Forma* Contract for the total Contract Term.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the Contract.
5. The Respondent will comply with:
  - (a) the laws of the Institution of Tennessee;
  - (b) Title VI of the federal Civil Rights Act of 1964;
  - (c) Title IX of the federal Education Amendments Act of 1972;
  - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
  - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the Institution as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106." For reference purposes, the list is currently available online at: <http://www.tn.gov/generalservices/article/Public-Information-library>.
11. The Respondent \_\_\_\_\_ does or \_\_\_\_\_ does not agree that this proposal pricing is for TBR Institutions with the option for the University of Tennessee System of Higher Education and the State of Tennessee Departments to utilize the resulting Agreement.
12. The Respondent shall provide a performance bond in accordance with the requirements of the RFP. Failure to provide the Institution with the required performance bond will be cause for rejection of proposal. (ADD THIS ONLY IF APPLICABLE)

**By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the Respondent.**

**DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT**

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME & TITLE:** \_\_\_\_\_

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

**RESPONDENT LEGAL ENTITY NAME:** \_\_\_\_\_

**RFP ATTACHMENT 6.2. — Section A**

**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION A: MANDATORY REQUIREMENTS.** The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review the response 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 Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the Institution no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i> ).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the Institution/Institution or other qualification of the response.	
		A Respondent <b>may/must NOT</b> submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).	
	<b>A.1.</b>	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	<b>A.2.</b>	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest ( <i>e.g.</i> , employment by the Institution of Tennessee) and, if so, the nature of that conflict.  NOTE: Any questions of conflict of interest shall be solely within the discretion of the Institution, and the Institution reserves the right to cancel any award.	
	<b>A.3.</b>	<b>INSERT APPROPRIATE MANDATORY REQUIREMENT OPTIONS AS NEEDED. (FOLLOWING A.2., YOU MUST INCLUDE AT LEAST ONE OPTION TO DETERMINE FINANCIAL RESPONSIBILITY).</b>	
	<b>A.#.</b>	<b>IF NEEDED, INSERT ADDITIONAL MANDATORY REQUIREMENT OPTIONS. IF MORE THAN ONE ADDITIONAL OPTION IS NEEDED, CREATE A NEW, ADDITIONAL ROW BELOW AND ADD THE OPTION LANGUAGE.</b>	

**RFP ATTACHMENT 6.2. — SECTION B**

**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE.** The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>	<b>Points Awarded</b>
	<b>B.1.</b>	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the Institution should contact regarding the response.	
	<b>B.2.</b>	Describe the Respondent’s form of business ( <i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).	
	<b>B.3.</b>	Detail the number of years the Respondent has been in business.	
	<b>B.4.</b>	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.	
	<b>B.5.</b>	Describe the Respondent’s number of employees, client base, and location of offices.	
	<b>B.6.</b>	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.	
	<b>B.7.</b>	Provide a statement of whether the Respondent or, to the Respondent’s knowledge, any of the Respondent’s employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.	
	<b>B.8.</b>	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.	
	<b>B.9.</b>	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent’s financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent’s performance in a contract pursuant to this RFP.  NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The Institution may require the Respondent to submit proof of license for each person or entity that renders such opinions.	

	<p><b>B.10.</b> Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The Institution may require the Respondent to submit proof of license for each person or entity that renders such options.</p>	
	<p><b>B.11.</b> Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).</p>	
	<p><b>B.12.</b> Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.</p>	
	<p><b>B.13.</b> Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.</p>	
	<p><b>B.14.</b> Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail:</p> <ul style="list-style-type: none"> <li>(a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;</li> <li>(b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; and</li> <li>(c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.</li> </ul>	
	<p><b>B.15.</b> Provide documentation of the Respondent's commitment to diversity as represented by the following:</p> <ul style="list-style-type: none"> <li>(a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable.</li> <li>(b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information:             <ul style="list-style-type: none"> <li>(i) contract description;</li> <li>(ii) contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran-owned or persons with disabilities);</li> <li>(iii) contractor contact name and telephone number.</li> </ul> </li> <li>(c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information:             <ul style="list-style-type: none"> <li>(i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having</li> </ul> </li> </ul>	

		<p>such ownership characteristics only and <b>DO NOT INCLUDE DOLLAR AMOUNTS</b>);</p> <p>(ii) anticipated goods or services contract descriptions;</p> <p>(iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.</p> <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go- DBE). Please visit the Go-DBE website at <a href="https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810">https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810</a> for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p>	
		<p>NOTE: Respondents that demonstrate a commitment to diversity will advance Institution efforts to expand opportunity to do business with the Institution as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service- disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>	
	<p><b>B.16.</b></p>	<p>Provide a statement of whether or not the Respondent has any current contracts with the higher education institutions or has completed any contracts with higher education institutions within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the Institution contact knowledgeable about the contract;</p> <p>(b) the procuring Institution agency name;</p> <p>(c) a brief description of the contract's scope of services; (d) the contract period; and</p> <p>(e) the contract number. NOTES:</p> <ul style="list-style-type: none"> <li>▪ Current or prior contracts with higher education is <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with higher education institutions will <u>not</u> automatically result in the addition or deduction of evaluation points.</li> <li>▪ Each evaluator will generally consider the results of inquiries by the Institution regarding <u>all</u> contracts noted.</li> </ul>	
	<p><b>B.17.</b></p>	<p>Provide customer references from individuals who are <u>not</u> current or former Institution employees for projects similar to the goods or services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> <li>▪ two (2) accounts Respondent currently services that are similar in size to the Institution; <u>and</u></li> <li>▪ three (3) completed projects.</li> </ul> <p>References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which <u>must</u> be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered. The Respondent will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below.</p>	

	<p>(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.</p> <p>(b) Send a reference questionnaire and new, standard #10 envelope to each reference. (c) Instruct the reference to:</p> <p>(i) complete the reference questionnaire;</p> <p>(ii) sign and date the completed reference questionnaire;</p> <p>(iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;</p> <p>(iv) sign his or her name in ink across the sealed portion of the envelope; and</p> <p>(v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).</p> <p>(d) <u>Do NOT open the sealed references upon receipt.</u></p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> <li>▪ The Institution will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required.</li> <li>▪ The Institution will not review more than the number of required references indicated above.</li> <li>▪ While the Institution will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.</li> <li>▪ The Institution is under <u>no</u> obligation to clarify any reference information.</li> </ul>	
<p><b>B.18.</b></p>	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or Institution department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party 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 Institution antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <p>(d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>	
<p><b>B.#.</b></p>	<p><b>REPEAT REQUIREMENT ITEMS &amp; ASSOCIATED ITEM REFERENCES AS NECESSARY</b></p>	
<p><b>SCORE (for <u>all</u> Section B—Qualifications &amp; Experience Items above):</b>          (maximum possible score = <b>RFP § 5.1. NUMBER</b>)</p>		



*Institution Use – Evaluator Identification:*

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**RFP ATTACHMENT 6.2. — SECTION C**

**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH.** The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

A Response Evaluation Team, made up of three (3) or more Institution employees, will independently evaluate and score the response to each item.

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Response Page # (Respondent complete)</b>	<b>Item Ref.</b>	<b>Section C— Technical Qualifications, Experience &amp; Approach Items</b>	<b>Points Awarded</b>
	<b>C.1.</b>	Provide a narrative that illustrates the Respondent's understanding of the Institution's requirements and project schedule.	
	<b>C.2.</b>	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the Institution's project schedule.	
	<b>C.3.</b>	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the Institution's project schedule.	
	<b>C.#.</b>	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY	
	<b>C.#.</b>	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY	
	<b>C.#.</b>	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY	
	<b>C.#.</b>	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY	
	<b>C.#.</b>	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY	
	<b>C.#.</b>	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY	
	<b>C.#.</b>	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY	
	<b>C.#.</b>	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY	
	<b>C.#.</b>	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY	
	<b>C.#.</b>	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY	
	<b>C.#.</b>	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY	

**RFP ATTACHMENT 6.2. — SECTION C (continued)**

	<b>C.#.</b>	<b>REPEAT REQUIREMENT ITEMS &amp; ASSOCIATED ITEM REFERENCES &amp; WEIGHTS AS NECESSARY</b>	
	<b>C.#.</b>	<b>REPEAT REQUIREMENT ITEMS &amp; ASSOCIATED ITEM REFERENCES &amp; WEIGHTS AS NECESSARY</b>	
<p><i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i></p>			<p><b>Total Raw Weighted Score:</b> <i>(sum of Raw Weighted Scores above)</i></p>
<p><b>Total Raw Weighted Score</b></p>		<p><b>X RFP § 5.1. NUMBER</b> <i>(maximum possible score)</i></p>	<p><b>= SCORE:</b></p>
<p><b>Maximum Possible Raw Weighted Score</b> <i>(i.e., 5 x the sum of item weights above)</i></p>			
<p><i>Institution Use - Evaluator Identification:</i></p>			

DRAFT

**RFP ATTACHMENT 6.3.**

**COST PROPOSAL & SCORING GUIDE**

**NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED**

**COST PROPOSAL SCHEDULE**— The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

**ADDITIONAL REQUIREMENTS FOR COMPLETING PROPOSED COST (I.E., MINIMUM AMOUNT, "BLANK" CELLS, ETC.)**

**NOTICE:** The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent.

Notwithstanding the cost items herein, pursuant to the second paragraph of the *Pro Forma* Contract section C.1. (refer to RFP Attachment 6.6.), "The Institution is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the Respondent.

<b>RESPONDENT SIGNATURE:</b>	
<b>PRINTED NAME &amp; TITLE:</b>	
<b>DATE:</b>	
<b>RESPONDENT LEGAL ENTITY NAME:</b>	

**COST PROPOSAL SCHEDULE**

The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of service including all goods and/or services as defined in the RFP Attachment 6.2. *Pro Forma* Contract, Scope of Goods and/or services for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the Institution. All monetary amounts are United States currency.

	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Cost Item Description</b>					
The Proposers costs for this RFP must be addressed by line item, as follows:					

*The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.*

**Evaluation Cost Amount:**  
(sum of all weighted cost amounts above)

$\frac{\text{Lowest Evaluation Cost Amount}}{\text{Evaluation Cost Amount Being Evaluated}}$	<b>X Number</b> <i>(maximum section score)</i>	<b>= SCORE:</b>
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**RFP ATTACHMENT 6.4.**

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**REFERENCE QUESTIONNAIRE**

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

The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Response.

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**RFP # NUMBER REFERENCE QUESTIONNAIRE**

**REFERENCE SUBJECT:** RESPONDENT NAME (completed by Respondent before reference is requested)

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

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

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

(1) **What is the name of the individual, company, organization, or entity responding to this reference questionnaire?**

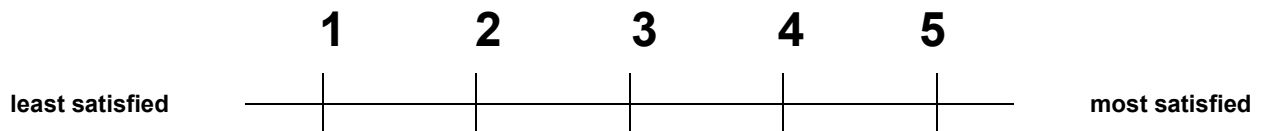
(2) **Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

<b>NAME:</b>	
<b>TITLE:</b>	
<b>TELEPHONE #</b>	
<b>E-MAIL ADDRESS:</b>	

(3) **What goods or services does/did the reference subject provide to your company or organization?**

(4) **What is the level of your overall satisfaction with the reference subject as a vendor of the goods or services described above?**

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

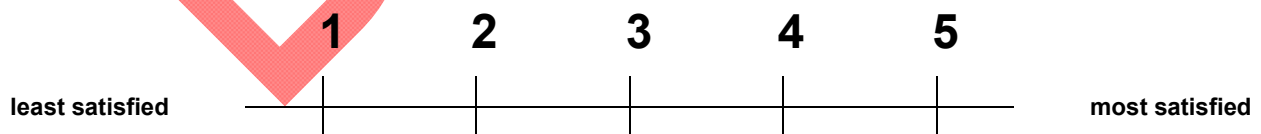


RFP # **NUMBER** REFERENCE QUESTIONNAIRE — PAGE 2

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

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

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



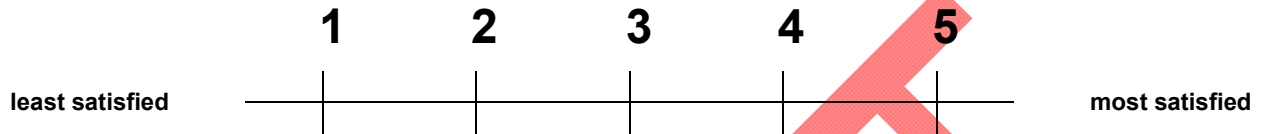
What, if any, comments do you have regarding the score selected above?

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

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

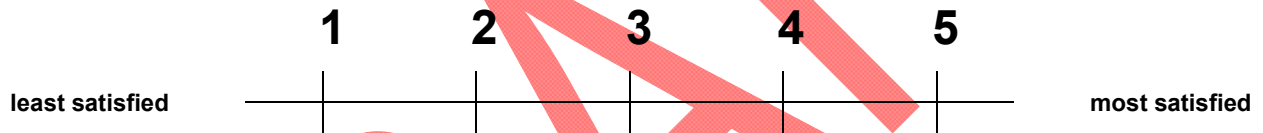
*Please respond by circling the appropriate number on the scale below.*



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

- (12) Would you contract again with the reference subject for the same or similar goods or services?

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



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

**REFERENCE SIGNATURE:** (by the individual completing this request for reference information)

(must be the same as the signature across the envelope seal)

**DATE:**

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**RFP ATTACHMENT 6.5.**

**SCORE SUMMARY MATRIX**

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
<b>GENERAL QUALIFICATIONS &amp; EXPERIENCE</b> (maximum: § 5.1. NUMBER)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH</b> (maximum: § 5.1. NUMBER)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>PRESENTATIONS</b> (maximum: § 5.1. NUMBER)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
<b>COST PROPOSAL</b> (maximum: § 5.1. NUMBER)	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	
<b>TOTAL RESPONSE EVALUATION SCORE:</b> (maximum: NUMBER)						

Solicitation Coordinator Signature, Printed Name & Date:

**RFP ATTACHMENT 6.6.**

**RFP # NUMBER PRO FORMA CONTRACT**

The *Pro Forma Contract* detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

**CONTRACT  
BETWEEN  
AUSTIN PEAY INSTITUTION UNIVERSITY  
AND  
[CONTRACTOR NAME]**

This Contract, by and between the Austin Peay Institution University, hereinafter referred to as the “Institution” and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the “Contractor,” is for the provision of **Scope of Goods or Services Caption**, as further defined in the “SCOPE OF GOODS AND/OR SERVICES.”

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

The Contractor’s address is:

[ADDRESS]

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

**A. SCOPE OF GOODS AND/OR SERVICES:**

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract. The scope of goods and/or services and Contractor’s specific responsibilities are defined in Attachment A of this Agreement.
- A.2. The Contractor agrees to provide services to the Institution as well as the eligible institutions listed in Attachment X.

**A.#. Warranty.** Contractor represents and warrants that the term of the warranty (“Warranty Period”) shall be the greater of the Term of this Contract or any other warranty general offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a “Defect” and shall be considered “Defective.” If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the Institution is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor’s industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the Institution shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the Institution’s rights under this Section shall not prejudice the Institution’s rights to seek any other remedies available under this Contract or applicable law.

**A.#. Inspection and Acceptance.** The Institution shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the Institution determines that the goods or services are Defective, the Institution shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the Institution. If after a period of thirty (30) days following

delivery of goods or performance of services the Institution does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the Institution.

B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period of three (3) years upon execution. The Institution shall have no obligation for goods and/or services rendered by the Contractor which are not performed within the specified period.

B.2. Term Extension. The Institution reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one (1) year and a total contract term of no more than five (5) years, provided that the Institution notifies the Contractor in writing of its intention to do so at least [WRITTEN NUMBER] [NUMBER] days prior to the Contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the Institution's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

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

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

C.3. Payment Method. The Contractor agrees that Institution shall issue payment for all goods and/or services under this Agreement via the method agreed upon by the Contractor and the Institution.

C.4. Payment Methodology. The Contractor shall be compensated based on the Service Rates in Attachment X for units of service authorized by the Institution 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 identified in Attachment B.

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

C.5. Travel Compensation.

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

C.6. Payment of Invoice. The payment of an invoice by the Institution shall not prejudice the Institution's right to object to or question any invoice or matter in relation thereto. Such payment by the Institution shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the Institution, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper compensation for compensable goods and/or services provided.

C.8. Deductions. The Institution reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the Institution any amounts which are or shall become due and payable to the Institution by the Contractor.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The Institution is not bound by this Contract until it is approved by the appropriate officials in accordance with applicable Tennessee laws and regulations. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The Institution:

[NAME AND TITLE OF INSTITUTION CONTACT PERSON]  
[INSTITUTION 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 considered effective upon receipt or recipient confirmation as may be required.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties and approved by all applicable Institution officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of Institution and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Institution reserves the right to terminate the Contract upon written notice to the Contractor. The Institution's exercise of its rights to terminate this Contract shall not constitute a breach of Contract by the Institution. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized goods and/or services completed as of the termination date. Should the Institution exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the Institution any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.5. Termination for Convenience. The Institution may terminate this Contract without cause and for any reason. The Institution shall give the Contractor at least, **SPECIFY NUMBER OF DAYS, i.e. one hundred twenty (20) days**] days written notice before the effective termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the Institution or for satisfactory, authorized services completed as of the termination date. In no event shall the Institution be liable to the Contractor for compensation for any goods neither requested nor accepted by the Institution or for any services neither requested by the Institution nor satisfactorily performed by the Contractor. In no event shall the Institution's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the Institution for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the Institution shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed goods and/or services, Notwithstanding the above, the Contractor shall not be relieved of liability to the Institution for damages sustained by virtue of any breach condition and the Institution may seek other remedies allowed at law or in equity for breach of this contract.

D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the Institution. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The Institution reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the Institution 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 under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the Institution or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the Institution.

D.9. 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, creed, color, religion, sex, national origin, or any other classification protected by Federal, or Institution 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.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees 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. The Contractor shall reaffirm this attestation, in writing, by submitting to the Institution a completed and signed copy of the document at Attachment C, semi-annually during the Term. If the Contractor is a party to more than one contract with the Institution, the Contractor may submit one attestation that applies to all contracts with the Institution. All Contractor attestations shall be maintained by the Contractor and made available to Institution officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi- annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to Institution officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the Institution.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

- D.11. Records. The Contractor shall maintain documentation for all charges against the Institution under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Institution, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the Institution, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, quarterly, progress reports to the Institution as requested.
- D.14. Strict Performance. Failure by any party Contract to require, in any one or more cases, 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 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.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party 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 are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the Institution and hold it harmless for any costs to the Institution arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of Institution's Liability. The Institution shall have no liability except as specifically provided in this Contract. In no event will the Institution be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The Institution's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the Institution as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the Institution to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the Institution to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the Institution in any legal matter, as the right to represent the Institution is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. The Institution and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Health Information Technology for Economic and Clinical Health (“HITECH”) Act and any other relevant laws and regulations regarding privacy (collectively the “Privacy Rules”). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the Institution that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
  - b. Contractor warrants that it will cooperate with the Institution, including cooperation and coordination with Institution privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The Institution and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the Institution and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
  - d. The Contractor will indemnify the Institution and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the Institution because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System (“TCRS”), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member’s retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the Institution under this Contract is that of “employee/employer” and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted 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.

The Contractor shall provide immediate written notice to the Institution if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the Institution of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the Institution within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the Institution may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the Institution any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. Institution and Federal Compliance. The Contractor shall comply with all applicable Institution and Federal laws and regulations, including Institution policies and guidelines in the performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms or conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected thereby and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties,



responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
- b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes [identify attachments and exhibits];
- c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
- d. the Institution solicitation, as may be amended, requesting responses in competition for this Contract;
- e. any technical specifications provided to proposers during the procurement process to award this Contract; and
- f. the Contractor's response seeking this Contract.

D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, 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.

D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The Institution reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the Institution. All insurance companies providing coverage must be: (a) acceptable to the Institution; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the Institution. Contractor agrees to name the Institution as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the Institution. Any deductible over fifty thousand dollars (\$50,000) must be approved by the Institution. The deductible and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. Contractor shall provide the Institution a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list Austin Peay State University, 601 College Street, Clarksville, TN 37040 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the Institution evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the Institution may require Contractor to provide a valid COI. The parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of

self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses.

The Institution agrees that it shall give written notice to the Contractor as soon as practicable after the Institution becomes aware of any claim asserted or made against the Institution, but in no event later than thirty (30) calendar days after the Institution becomes aware of such claim. The failure of the Institution to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the Institution in any legal matter, as the right to represent the Institution is governed by Tenn. Code Ann. § 8-6-106.

**The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.**

a. Commercial General Liability Insurance

- 1) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain bodily injury/property damage with a combined single limit not less than **one million dollars (\$1,000,000)** per occurrence and **two million dollars (\$2,000,000)** aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least **two million dollars (\$2,000,000)**.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
  - i. Workers' compensation in an amount not less than **one million dollars (\$1,000,000)** including employer liability of one million dollars (**\$1,000,000**) per accident for bodily injury by accident, **one million dollars (\$1,000,000)** policy limit by disease, and **one million dollars (\$1,000,000)** per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
  - i. The Contractor employs fewer than five (5) employees;
  - ii. The Contractor is a sole proprietor;
  - iii. The Contractor is in the construction business or trades with no employees;
  - iv. The Contractor is in the coal mining industry with no employees;
  - v. The Contractor is a Institution or local government; or
  - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non- owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than **one million dollars (\$1,000,000)** per occurrence or combined single limit.

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on

the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

E. ADDITIONAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. Copyrights and Patents/Institution Ownership of Work Products. Contractor grants Institution a world-wide, perpetual, non-exclusive, irrevocable, fully paid up license to use any proprietary software products delivered under this Contract. The Institution shall have royalty-free and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, as well as share in any financial benefits derived from the commercial exploitation of all work products created, designed, developed, or derived from the goods and/or services provided under this Contract. The Institution shall have the right to copy, distribute, modify and use any training materials delivered under this Contract for internal purposes only.

The Contractor agrees to indemnify and hold harmless the Institution as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the Institution for infringement of any third party's intellectual property rights, including but not limited to, any alleged patent or copyright violations. The Institution 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. In any such action brought against the Institution, the Contractor shall take all reasonable steps to secure a license for Institution to continue to use the alleged infringing product or, in the alternative, shall find or develop a reasonable, non-infringing alternative to satisfy the requirements of this Contract.

The Contractor further agrees that it shall be liable for the reasonable fees of attorneys for the Institution in the event such service is necessitated to enforce the obligations of the Contractor to the Institution.

E.3. Performance Bond. [ADD ONLY IF APPLICABLE] 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 Institution, must be issued through a company licensed to issue such a bond in the Institution of Tennessee.

The Contractor shall provide the bond to the Institution no later than the effective date of this Contract. 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 Institution prior to its submittal.

E.4. Competitive Procurements. If this Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, and/or services, such procurements shall be made on a competitive basis, when practical.

E.5. Inventory/Equipment Control. [CHOOSE ONE]

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

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

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

[OR]

No equipment shall be purchased under this Contract.

- E.6. Institution Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the Institution for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the Institution in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the Institution for the residual value of the property at the time of loss.
- E.7. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the Institution hereunder in commercial advertising in such a manner as to Institution or imply that the Contractor or the Contractor's goods and/or services are endorsed.
- E.8. Red Flags and Identity Theft. (Include only if applicable) The Contractor shall have policies and procedures in place to detect relevant Red Flags that may arise in the performance of the Contractor's activities under the Agreement, or review the Institution's Red Flags identity theft program and report any Red Flags to Institution.
- E.9. Data Privacy and Security.

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

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

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

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

Incident Response. "Security Incident" means any reasonably suspected breach of information security, unauthorized access to any system, server or database, or any other unauthorized access, use, or disclosure of Personal Information or Highly-Sensitive Personal Information occurring on systems under Contractor's control. Contractor shall: (i) provide Institution with the name and contact information for an employee of Contractor who shall serve as Customer's primary security contact and shall be available to assist Customer twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Incident; (ii) notify Institution of a Security Incident as soon as practicable, but no later than forty eight (48) hours after Contractor becomes aware of it, except where disclosure is prohibited by law; and (iii) notify Institution of any such Security Incident by telephone at the following number: Judy Molnar: Office: 931-221-7129 Fax: 931-221-7875 and e-mail [molnarj@apsu.edu](mailto:molnarj@apsu.edu) with a copy by e-mail to Contractor's primary business contact at the Institution.

Contractor shall use best efforts to immediately mitigate or resolve any Security Incident, at Contractor's expense and in accordance with applicable privacy rights, laws, regulations and standards. Contractor shall reimburse Institution for actual costs incurred by Institution in responding to, and mitigating damages

caused by, any Security Incident , including all costs of notice and/or remediation incurred under all applicable laws as a result of the Security Incident.

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

- E.10. Service and Software Accessibility Standards. The Contractor warrants and represents that the service and software, including any updates, provided to the Institution will meet the accessibility standards set forth in WCAG 2.0 AA (also known as ISO standard, ISO/IEC 40500:2012), EPub 3 and Section 508 of the Vocational Rehabilitation Act. To the extent that the products fail to meet the WCAG 2.0 AA, EPub 3 and Section 508 standards, the Contractor will provide Institution with a fully completed Accessibility Statement and Conformance and Remediation forms (Attachments X & X). The Contractor shall indemnify and hold the Institution harmless in the event of claims arising from inaccessibility related to the Contractor's product and/or services.
- E.11. Contractor Commitment to Diversity. The Contractor shall assist the Institution in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the Institution in form and substance as required by Institution.
- E.12. Click-Wrap Agreements. The Contractor agrees that click-wrap agreements shall not be binding upon the Institution. No employee has the actual or apparent authority to enter into click-wrap agreements on behalf of the Institution without the approval of the Institution's Procurement and/or Contracts Office. No employee has the authority to modify, amend, or supplement this Agreement through a click-wrap agreement. This Agreement can only be modified, amended, or supplemented under these terms through a written amendment in accordance with the Institution's and TBR's procedures, policies, and guidelines.
- E.13. The Contractor fully understands that this Agreement is not binding except and until all appropriate Institution officials' approvals and signatures have been obtained, and the fully executed document returned to the Contractor.

**IN WITNESS WHEREOF, CONTRACTOR LEGAL ENTITY NAME:**

\_\_\_\_\_  
**CONTRACTOR SIGNATURE**

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

\_\_\_\_\_  
**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**AUSTIN PEAY STATE UNIVERSITY:**

\_\_\_\_\_  
**NAME & TITLE**

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

\_\_\_\_\_  
**PRINTED NAME AND TITLE OF SIGNATORY (above)**

**CONTRACTOR RESPONSIBILITIES**

THIS ATTACHMENT SHOULD CONTAIN, AT A MINIMUM, THE RFP SPECIFICATIONS WHEN THE RFP IS ISSUED.

**DRAFT**

CONTRACT RATES

Note: The final contract rates to be added upon contract award.

THIS ATTACHMENT SHOULD CONTAIN, AT A MINIMUM, THE BASE COST ITEMS REQUESTED IN THE RFP WHEN THE RFP IS ISSUED.

	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Cost Item Description</b>					
<b>D.1</b> The Proposers costs for this RFP must be addressed by line item, as follows:					

DRAFT

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<p><b>If the attestation applies to more than one contract, modify this row accordingly.</b></p> <p><b>SUBJECT CONTRACT NUMBER:</b></p>	
<p><b>CONTRACTOR LEGAL ENTITY NAME:</b></p>	
<p><b>EDISON VENDOR IDENTIFICATION NUMBER:</b></p>	

**If the attestation applies to more than one contract, modify the following paragraph accordingly.**

**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.**

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**CONTRACTOR SIGNATURE**

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

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**PRINTED NAME AND TITLE OF SIGNATORY DATE OF ATTESTATION**

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## Vendor Product Accessibility Statement and Documentation

### ***Purpose of Accessibility Statement***

An effective Accessibility Statement includes several key components including:

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

### ***Key Components***

Commitment Statement

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

Required Documentation

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

Product Usage Information for Users with Disabilities

- Describe any product features that may improve accessibility for users with disabilities including:
  - Accessibility-specific features (e.g. the ability to adjust font size and color/contrast settings for text or the availability of closed captions for videos)
  - General product features that may especially benefit users with disabilities (e.g. an 'HTML 5' mode optimized for mobile platforms that also improves keyboard-only navigation).
- Describe any high-impact product accessibility gaps along with suggested interim workarounds that allow users to complete key tasks until the gaps are resolved. For example, if a technical support website isn't compatible with screen readers used by the blind, appropriate interim workarounds might include:
  - Alternative business processes that bypass the accessibility barrier (e.g. providing phone-based support until the web-based support site is accessible)

- Use of a third-party product to replace or supplement inaccessible product functions (e.g. indicating that users may submit or check the status of technical support tickets via email).
- Describe accessibility features provided by your communication channels (e.g. a deaf or hard-of-hearing user may contact you via a TTY line or access support personnel familiar with telephone relay services).

#### Feedback Mechanism

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

#### ***Implementation Recommendations***

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

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

Keep the Information in the Accessibility Statement and Documentation Current.

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

Direct any questions or comments to the institutional Accessibility Liaison (insert email address).

**Accessibility Conformance and Remediation Form**

**Instructions**

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

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

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

Vendor/Product Information

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

Specific Issues

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

Additional Information:

DRAFT

**PERFORMANCE BOND (OPTIONAL)**

The Surety Company issuing bond shall be licensed to transact business in the Institution 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 Institution 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 Goods and/or services detailed in the Institution of Tennessee  
Request for Proposal bearing the RFP Number:

\_\_\_\_\_  
(RFP Number)  
a copy of which said Request for Proposal and the resulting Contract are by reference hereby made a part  
hereof, as fully and to the same extent as if copied at length herein.

**NOW, THEREFORE**, if the Principal shall fully and faithfully perform all undertakings and obligations under the  
Contract hereinbefore referred to and shall fully indemnify and hold harmless the Obligee from all costs  
and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do  
so, and shall fully reimburse and repay the Obligee any and all outlay and expense which it may incur  
in making good any such default, and shall fully pay for all of the labor, material, and Work used by the

Principal and any immediate or remote subcontractor or furnisher of material under the Principal in the performance of said Contract, in lawful money of the United States of America, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

**AND** for value received, it is hereby stipulated and agreed that no change, extension of time, alteration, or addition to the terms of the Contract or the Work to be performed there under or the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration, or addition to the terms of the Contract or the Work or the specifications.

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

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**WITNESS:**

\_\_\_\_\_ (Name of Principal) \_\_\_\_\_ (Name of Surety)

\_\_\_\_\_ (Authorized Signature of Principal) \_\_\_\_\_ (Signature of Attorney-in-Fact)

\_\_\_\_\_ (Name of Signatory) \_\_\_\_\_ (Name of Attorney-in-Fact)

\_\_\_\_\_ (Title of Signatory) \_\_\_\_\_ (Tennessee License Number of Surety)

## ATTACHMENT 6.10

### Proposer Checklist for Prevention of Common RFP Mistakes that lead to Proposal Rejection

#### 1. Attachment 6.5 – Mandatory Requirements: MUST BE PROVIDED IN FORMAT REQUESTED

##### STATED BY EACH REQUIREMENT

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

- Letter Format on bank letterhead
- Signed within last three (3) months by authorized representative of bank
- Positive Credit Verification (Attachment 6.5A.4.):
  - \_\_\_ Two (2) positive credit references
- Letter Format
- Prepared and signed within last three (3) months by vendors with whom Proposer has done business

##### AND

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

##### OR

\_\_\_ Dun & Bradstreet Credit eValuator Plus Report, verified and dated within last three (3) months (Attachment 6.5 A.5.(b.)

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

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

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

\_\_\_ Statement regarding Conflict of Interest (Attachment 6.5A.2.)

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

#### 2. Submission of Proposal

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

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

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

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

- **Including ANY costs in Technical Proposal may result in IMMEDIATE DISQUALIFICATION**

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

Correct Format (§3):

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

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

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

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

#### 3. Service and Software Accessibility

\_\_\_ Vendor Product Accessibility Statement and Documentation

\_\_\_ Accessibility Conformance and Remediation Form

#### 4. Pro Forma Agreement

\_\_\_ Review any "Comments" to the Pro Forma Agreement

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

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