TCA 12-4-109 Contracts for State Services

(a) (1) (A) All personal services, professional services, and consultant services purchased by the agencies and departments of the executive branch of state government must be procured in the manner prescribed by regulations promulgated by the commissioner of finance and administration in consultation with the commissioners of personnel and general services and with the approval of the attorney general and reporter and the comptroller of the treasury. Such regulations shall require:

(b) 12-4-109 (d) The procuring department or agency shall be responsible for the effective management of all contracts procured herein under its purview. Notwithstanding the commissioner of finance and administration, in the manner consistent with the approval of regulations promulgated in subdivision (a)(1)(A), shall develop regulations that define service contracting fundamentals, including, but not limited to, contract management and monitoring of vendors, grants and subrecipient relationships. The regulations for monitoring shall, at a minimum, require the filing of the monitoring plan with the department of finance and administration before any contracts are approved.

Finance and Administration Rules

0620–3–3–01 Applicability These rules shall apply to all procurements and resulting contracts for personal services, professional services and consultant services entered into by the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the state of Tennessee (referenced herein as "agency"), with the following exceptions:

Contracts of the Department of Transportation for construction and engineering which are made in accordance with the provisions of Tennessee Code Annotated §§ 54-54-113 et seq. shall be exempt from these rules.

Contracts for services which, by their nature, have sufficiently uniform and impersonal criteria so that the (MTSU Procurement Services) Department of General Services may properly let the contract by bid based upon conformance with required specifications and lowest overall price may be procured through the (MTSU Procurement Services) Department of General Services, Purchasing Division.

- Examples of such services include but are not limited to; pest control, moving and hauling, refuse collection, charter service (e.g., vehicle, plane), slaughtering services and meat processing, answering services, printing services, ambulance service, bulldozer service, maintenance (e.g., elevator, machinery, building, grounds, plumbing, electrical), window washing, laundry, and film processing.
REQUEST FOR PROPOSAL CONTRACT MONITOR

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

1. CONTRACTOR/VENDOR: 
2. CONTRACT NUMBER: 
3. CONTRACT TERM: 

4. DESCRIPTION OF CONTRACT: 

5. PAYMENT FREQUENCY: 

6. AMENDMENTS – Yes/No - Number and Date: 

7. BUDGET REVISIONS Yes/No – Number and Date: 

8. SERVICES REPORTING (backup documentation attached): 
<table>
<thead>
<tr>
<th>Description</th>
<th>Date Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td></td>
</tr>
</tbody>
</table>
9. ACTION SUMMARY

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Activity</th>
<th>Description</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I, ______________________ (printed name of contract monitor), certify that, to the best of my knowledge, the above is an accurate account of the goods/services/activities in regards to this contract.

________________________________________  __________________________
Signature                                      Date
MTSU EProcurement Site: https://scquest.ionwave.net/mtSource

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 respects fair and without collusion or fraud. I certify that I am authorized to sign this proposal for the vendor.

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

Date: ____________________________

Federal Identification Number: ____________________________

Name of Proposer: ____________________________

Mailing Address: ____________________________

City, State: ____________________________ Zip Code: __________

Telephone: ____________________________

Fax: ____________________________

E-mail: ____________________________

By: Authorized Signature (Signed) ____________________________

Title: ____________________________

Authorized Signature (Typed) ____________________________

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

SECTION
1 INTRODUCTION
2 RFP SCHEDULE OF EVENTS
3 PROPOSAL REQUIREMENTS
4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION
5 PROPOSAL EVALUATION & CONTRACT AWARD

RFP ATTACHMENTS:

6.1 Ownership Ethnicity Form
6.2 Pro Forma Contract
6.3 Proposal Transmittal Statement of Certifications & Assurances
6.4 Project Narrative and Documentation
6.5 Technical Proposal & Evaluation Guide
6.6 Cost Proposal & Scoring Guide
6.7 Proposal Score Summary Matrix
6.8 Sample Performance Bond
   Protest Bond
6.9 Prohibition of hiring Illegal Immigrants and Attestation Form
INTRODUCTION

1.1 Background

The Middle Tennessee State University (a Tennessee Board of Regents Institution) is... demographics of

1.2 Statement of Purpose

(INsert institution name) hereinafter institution, has issued this request for proposal (RFP) to define
the institution’s minimum service requirements; solicit proposals; detail proposal requirements; and, outline the
institution’s process for evaluating proposals and selecting the contractor.

Through this RFP, institution seeks to buy the best services at the most favorable, competitive prices and to
give all qualified businesses, including those that are small, minority, or woman-owned an opportunity to do
business with the institution as contractors and subcontractors. Vendors must complete the minority/ethnicity
form (see attachment 6.1 for form and classification definitions)

The institution intends to secure a contract for brief statement of services to be bought or a
brief summary of the problem to be addressed by the resulting contract including
a brief summary of pertinent background information.

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

The RFP attachment 6.2, Pro Forma Contract details the institution’s required:

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

The Pro Forma Contract substantially represents the contract document that the proposer selected by the
Institution MUST agree to and sign.

1.4 Coverage and Participation

It is acknowledged that Middle Tennessee State University is issuing this proposal on behalf of all TBR
members institutions and the University of Tennessee System of Higher Education and I certify that if
selected as the successful proposer, this proposal may be applied to the entire TBR (and UT) System(s)

☐ Yes ☐ No

[This does not mean that other TBR INSTITUTIONS or UT INSTITUTIONS are required to purchase
under this RFP]

1.5 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the
admission or access to, or be discriminated against in treatment or employment in the institution’s contracted
programs or activities on the grounds of disability, age, race, color, religion, sex, veteran status, national
origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor
shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination
in the performance of contracts with the institution or in the employment practices of the institution’s
contractors. Accordingly, all vendors entering into contracts with the institution shall, upon request, be
required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees
and applicants, notices of nondiscrimination.
The Institution has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations.

NAME OF INDIVIDUAL OR OFFICE (Your institution either has someone designated in HR or this would be your HR Director)

TELEPHONE NUMBER

1.6 Assistance to Proposers with a Disability

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

1.7 RFP Communications

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

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

NAME
INSTITUTION NAME
STREET ADDRESS
TELEPHONE NUMBER
FAX NUMBER
EMAIL ADDRESS

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

RFP-NUMBER

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

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

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

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

1.7.7 The Institution will convey all official responses and communications pursuant to this RFP to the potential Proposers to whom the Institution mailed a Request for Proposal OR from which the Institution has received a Notice of Intent to Propose.
1.7.8 Only the Institution's official, written responses and communications shall be considered binding with regard to this RFP.

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

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

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

1.8 Notice of Intent to Propose (OPTIONAL)

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

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

NOTICE: A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of RFP amendments and other communications regarding the RFP (refer to RFP Sections 1.6, et seq., above).

1.9 Proposal Deadline

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

1.10 Pre-Proposal Conference (MUST HAVE ONE AND/OR BOTH OF THESE 2 PARRAGRAPHS FOR RFPS EXCEEDING $100,000)

A Pre-Proposal Conference will be held at the time and date in the RFP Section 2, Schedule of Events. The purpose of the conference is to discuss the RFP scope of services. No questions will be entertained prior to the pre-proposal conference. Responses to any question(s) at the Pre-Proposal Conference shall be considered tentative and non-binding with regard to this RFP. Additional Questions concerning the RFP should be submitted in writing prior to the Written Comments Deadline date in the RFP Section 2, Schedule of Events. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the Institution as described in RFP Sections 1.6, et seq., above and on the date detailed in the RFP Section 2, Schedule of Events. Pre-Proposal Conference attendance is not mandatory, and each potential Proposer may be limited to a maximum number of attendees depending upon space limitations. The conference will be held at:

ADDRESS/LOCATION

OR

Written Questions/Answer Period
A question and answer period deadline is in the RFP Section 2, Schedule of Events. The purpose of the written question/answer period is to allow Proposers to submit any questions they may have in regard to the scope of services requested. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the Institution as described in RFP Sections 1.6, et seq., above and on the date in the RFP Section 2, Schedule of Events.

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

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

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

<table>
<thead>
<tr>
<th>EVENT</th>
<th>TIME</th>
<th>DATE (all dates are Institution business days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Institution Issues RFP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Disability Accommodation Request Deadline</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Pre-proposal Conference/Written Question/Answer Period (OPTIONAL)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Written Comments Deadline (OPTIONAL)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Notice of Intent to Propose (OPTIONAL)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Institution Responds to Written Comments (OPTIONAL)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Proposal Deadline</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Institution Completes Technical Proposal Evaluations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Institution Opens Cost Proposals and Calculates Scores</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Institution Issues Intent to Award Letter and Opens RFP/Files for Public Inspection</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Performance Bond Deadline (OPTIONAL)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Award of Contract (OPTIONAL)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Contract Effective Date</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
3 PROPOSAL REQUIREMENTS

Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. There will be no best and final offer procedure. However, Institution reserves the right to further clarify or negotiate with the best evaluated Proposer subsequent to award recommendation but prior to contract execution if deemed necessary by Institution. Institution may 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 Proposer no longer offers the best proposal.

3.1 Proposal Form and Delivery (TECHNICAL AND COST MUST BE SEPARATE FOR RFPS EXCEEDING $25,000)

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

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

“Technical Proposal in Response to RFP- NUMBER -- Do Not Open”

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

“Cost Proposal in Response to RFP- NUMBER -- Do Not Open”

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

“Contains Separately Sealed Technical and Cost Proposals for RFP- NUMBER”

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

STREET ADDRESS

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

3.2 Technical Proposal

3.2.1 The RFP Attachment 6.6 Technical Proposal and Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. This guide includes mandatory and general requirements as well as technical queries requiring a written response.

NOTICE: No pricing information shall be included in the Technical Proposal. Inclusion of Cost Proposal amounts in the Technical Proposal will make the proposal non-responsive, and the Institution shall reject it.

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

3.2.3 Each proposal should be economically prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible). All proposal pages must be numbered.
3.2.4 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.

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

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

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

3.3 Cost Proposal

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

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

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

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

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

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

4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION

4.1 Proposer Required Review and Waiver of Objections

Each Proposer must carefully review this RFP and all attachments, including but not limited to the Pro Forma Contract, for comments/questions, defects, objections, or any other matter requiring clarification or correction (collectively called "Comments"). Comments concerning RFP objections must be made in writing and received by the Institution no later than the Written Comments Deadline in the RFP Section 2, Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

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

4.2 RFP Amendment and Cancellation

The Institution reserves the unilateral right to amend this RFP in writing at any time. If an RFP amendment is issued, the Institution will convey such amendment to the potential Proposers who were mailed the RFP AND/OR submitted a Notice of Intent to Propose. Each proposal must respond to the final written RFP and any exhibits, attachments, and amendments.
The Institution reserves the right, at its sole discretion, to cancel and reissue this RFP or to cancel this RFP in its entirety in accordance with applicable laws and regulations.

4.3 Proposal Prohibitions and Right of Rejection

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

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

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

OR

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

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

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

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

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

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

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

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

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

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

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

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

4.4 Incorrect Proposal Information

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

4.5 Proposal of Additional Services

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

4.6 Assignment and Subcontracting

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

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

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

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

4.7 Right to Refuse Personnel

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

4.8 Insurance

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

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

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

4.9 Licensure

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

4.10 Financial Stability

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

4.11 Service Location and Work Space (OPTIONAL)

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

4.12 Proposal Withdrawal

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

4.13 Proposal Errors and Amendments

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

4.14 Proposal Preparation Costs

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

4.15 Continued Validity of Proposals

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

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

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

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

4.17 Contractor Registration

All service contractors must complete a vendor application with Institution and become a registered vendor. The vendor application submitted by the Proposer will be sent to the Governor's Office of Diversity Business Enterprise for official certification. However, registration with the Institution is not required to make a proposal (any unregistered service provider must simply register as required prior to the final contract approval). The vendor application is provided in this proposal packet (Attachment E-10). OR

Refer to the following Internet URL to obtain the Institution's vendor application instructions and forms:

4.18 Contract Approval

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

4.19 Contract Cancellation

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

4.20 Contract Term

The Institution intends to enter into a contract with an expected effective period beginning _______ and ending _______. The Institution reserves the right to renew the contract on an annual basis for up to four (4) additional one-year terms at its option. The Institution reserves the right to cancel the Contract if sufficient funding for its continuance is not appropriated by the General Assembly of the State of Tennessee.

4.21 Contract Payments

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

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

4.23 Severability

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

4.24 Policy and Guideline Compliance

This proposal request and any award made hereunder are subject to the policies and guidelines of the Middle Tennessee State University (www.mtsu.edu) (available upon request).

4.25 Protest Procedures.

Protest of Bids: http://procurement.mtsu.edu/mtsupolicies.html

(a) Right to Protest

(i) Any actual proposer who claims to be aggrieved in connection with a specific solicitation process may submit a protest in writing to the Director of Procurement & Auxiliary Services within seven (7) calendar days after he or she knows or should have known the facts giving rise to the protest.

All proposers should know and shall be deemed responsible for knowing the facts documented in the institution's procurement files on the day the institution opens the bid files for public inspection. Any issues raised by the protesting party after the seven (7) calendar day period shall not be considered as part of the protest.

(ii) Signature on Protest Constitutes Certificate. The signature of an attorney or protesting party on a request for consideration, protest, motion, or other document constitutes a certificate by the signer that the signer has read such document, that to the best of the signer's knowledge, information, and belief formed after reasonable inquiry, it is well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law, and that it is not interposed for any improper purpose, such as to harass, limit competition, or to cause unnecessary delay, or needless increase in the cost of the procurement or of the litigation. If a request for consideration, protest, pleading, motion, or other document is signed in violation of this subsection before or after appeal to the Chancellor, the Chancellor upon motion or upon his/her own initiative, may impose upon the person who signed it, a represented party, or both, an appropriate sanction, which may include an order to pay to the other party or parties, including the affected institution, the amount of the reasonable expenses incurred because of the filing of the protest, a petition for a stay of award, pleading, motion, or other paper, including reasonable attorneys' fees.

(iii) Neither a protest nor a stay of award shall proceed under this section unless the protesting party posts a protest bond. The protesting party shall post, with the Director of Procurement & Auxiliary Services, at the time of filing a notice of protest, a bond payable to the institution in the amount of five percent (5%) of the lowest Financial Proposal evaluated or five percent (5%) of the highest revenue proposal evaluated. Such protest bond shall be in form and substance acceptable to the institution and shall be immediately payable to the institution conditioned upon a decision by the Chancellor that:

1. A request for consideration, protest, pleading, motion, or other document is signed, before or after appeal to the Chancellor (Refer TBR VII A. (ii));
2. The protest has been brought or pursued in bad faith; or
3. The protest does not state on its face a valid basis for protest.

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

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

(b) Authority to Resolve Protest

(i) The Assistant Vice President of Procurement & Auxiliary Services has the authority to resolve the protest. If deemed necessary, the Director of Procurement & Auxiliary Services may request a meeting with the protesting party to seek clarification of the protest issues.

(ii) The final determination of the Assistant Vice President of Procurement & Auxiliary Services shall be given in writing and submitted to the protesting party.

(iii) The protesting party may request that the final determination of the Assistant Vice President of Procurement & Auxiliary Services be considered by the Senior Vice President. The request for consideration shall be made in writing to the Senior Vice President within seven (7) calendar days from the date of the final determination by the Assistant Vice President of Procurement & Auxiliary Services.

(iv) The Senior Vice President has the authority to review and resolve the protest. If deemed necessary, The Senior Vice President may request a meeting with the protesting party to seek clarification of the protest issues. The final determination of the Senior Vice President shall be given in writing and submitted to the protesting party.

(v) The protesting party may request that the final determination of the Senior Vice President be considered by the President of MTSU. The request for consideration shall be made in writing to the President within seven (7) calendar days from the date of the final determination by the Senior Vice President.
(vi) MTSU shall have no longer than sixty (60) calendar days from receipt of the protest to resolve the protest.

(vii) The protesting party may request that the final determination of the President be considered by the Chancellor. The request for consideration shall be made in writing to the Chancellor within seven (7) calendar days from the date of the final determination by the President. The determination of the Chancellor or his or her designee is final and shall be given in writing and submitted to the protestor.

(viii) In the event that the institution fails to acknowledge receipt of a protest within fifteen (15) days of receipt of a protest or fails to resolve the protest within sixty (60) calendar days, the protesting party may request that the Chancellor consider the protest at a meeting.

(c) Stay of Award

Prior to the award of a contract, a proposer who has protested may submit to the Senior Vice President a written petition for stay of award. Such stay shall become effective upon receipt by the Senior Vice President. The Assistant Vice President of Procurement & Auxiliary Services shall not proceed further with the solicitation process or the award of the contract until the protest has been resolved in accordance with this section, unless the Chancellor makes a written determination that continuation of the solicitation process or the award of the contract without delay is necessary to protect substantial interests of the institution. It shall be the responsibility of the Senior Vice President to seek such determination by the Chancellor.

(d) Protest Subsequent to Award

Any protest made subsequent to award must be made to the Tennessee Claims Commission which has exclusive jurisdiction to determine all monetary claims against the State for the negligent deprivation of statutory rights.

(e) Appeal to Chancery Court

Protests appealed to the chancery court from the Chancellor's decision shall be by common law writ of certiorari. The scope of review in the proceedings shall be limited to the record made before the Chancellor and shall involve only an inquiry into whether the Chancellor exceeded his/her jurisdiction, followed an unlawful procedure or acted illegally, fraudulently or arbitrarily without material evidence to supports his/her action.

(f) Protest Bond

A protest bond may be presented to MTSU in form and substance compliant with the Protest Bond format Attachment 6.B. Any protest bond presented to MTSU that represents a deviation from the attached format shall be considered for acceptability by the institution on a case by case basis.
PROPOSAL EVALUATION & CONTRACT AWARD

5.1 Evaluation Categories and Maximum Points

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

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>MAXIMUM POINTS POSSIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifications and Experience</td>
<td>NUMBER</td>
</tr>
<tr>
<td>Technical Approach</td>
<td>NUMBER</td>
</tr>
<tr>
<td>Cost Proposal</td>
<td>30</td>
</tr>
</tbody>
</table>

5.2 Evaluation Process

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

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

5.2.1.1 The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.5, Technical Proposal and Evaluation Guide, Technical Proposal Section A). If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Chief Procurement Officer will review the proposal and document his/her determination of whether: (1) the proposal meets requirements for further evaluation; (2) the Institution will request clarifications; or (3) the Institution will determine the proposal to be non-responsive to the RFP and reject it. A determination that a proposal is non-responsive must be approved by the Chief Business Officer before notice may be sent out that the proposal has been rejected.

5.2.1.2 A Proposal Evaluation Team, appropriate to the scope and nature of the RFP, will evaluate each Technical Proposal that appears responsive to the RFP. (F & A RULES REQUIRE AT LEAST 3 STATE EMPLOYEES)

5.2.1.3 Each Proposal Evaluation Team member will independently, evaluate each proposal against the evaluation criteria in this RFP, rather than against other proposals, and will score each in accordance with the RFP Attachment 6.6, Technical Proposal and Evaluation Guide.

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

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

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

5.3 Contract Award Process

5.3.1 The RFP Coordinator will forward the results of the proposal evaluation process to the appropriate institution official who will consider the proposal evaluation process results and all pertinent information available to
make a determination about the contract award. The Institution reserves the right to make an award without further discussion of any proposal.

Notwithstanding the foregoing, to effect a contract award to a Proposer other than the one receiving the highest evaluation score, the requesting department/party must provide written justification for such an award and obtain the written approval of the appropriate institutional official.

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

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

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

5.3.4 The Proposer with the apparent best-evaluated proposal must agree to and sign a contract with the Institution which shall be substantially the same as the RFP Attachment 6.2, Pro Forma Contract.

However, the Institution reserves the right, at its sole discretion, to add terms and conditions or to revise Pro Forma Contract requirements in the Institution's best interests subsequent to this RFP process. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.

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

5.3.6 If the Institution determines that the apparent best-evaluated proposal is non-responsive and rejects the proposal, the RFP Coordinator will re-calculate scores for each responsive Cost Proposal to determine the new, apparent best-evaluated proposal.
ATTACHMENT 6.1 – MINORITY/ETHNICITY FORM

MINORITY/ETHNICITY FORM

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

Is Contractor a US citizen? □ Yes □ No (If no, state country of citizenship: __________________________) (If not a US Citizen, please include a copy of Visa with this form.)

CONTRACTOR INFORMATION:

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

Address: ____________________________

Fax: ____________________________

Phone: ____________________________

Individual – Partnership - Corporation EIN# or FIN#: ____________________________

BUSINESS OWNERSHIP: (Check all that apply)

Business Designation (Check One)
□ Individual
□ Partnership
□ Non-Profit Organization
□ Corporation

Kind of Ownership (Check One)
□ Government (GO)
□ State of Tennessee (SA)
□ Non-Profit (NO)
□ Majority (MJ)
□ Minority* (See Below)
□ Woman** (WO) (See Below)
□ Small*** (SM) (See Below)

Type of Business (Check One)
□ Agriculture/Forestry/Fishing
□ Construction
□ Educational
□ Finance/Insurance/Real Estate
□ Information Systems/Technology
□ Manufacturing
□ Marketing/Comm/Public Relations
□ Medical/Healthcare
□ Mining
□ Retail Trade
□ Service Industry
□ Transportation/Commerce/Utilities
□ Wholesale Trade

Preference for reporting purposes: (Note: If Contractor qualifies in multiple categories as small, woman-owned and/or minority, Contractor is to specify in which category he/she is to be listed first for reporting and classification purposes.) □ Small □ Minority □ Woman-Owned

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

Signature: ____________________________ Date: ____________________________

Print Signature: ____________________________ Title: ____________________________

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

Minority means a person who is a citizen of the United States and who is:

a) African American (a person having origins in any of the black racial groups of Africa);
b) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
c) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, or the Pacific Islands); or
d) Native American (a person having origins in any of the original peoples of North America).

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

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

The Governor's Office of Diversity Business Enterprise establishes small business guidelines on industry size standards. The criteria guidelines are required to be met in order for a business to be considered small. The annual receipts or number of employees indicates the maximum allowed for a small business concern and its affiliates to be considered small.
ATTACHMENT 6.1 – MINORITY/ETHNICITY FORM

MINORITY/ETHNICITY FORM

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

Is Contractor a US citizen? ☐ Yes ☐ No (If no, state country of citizenship: ________________________________
(If not a US Citizen, please include a copy of Visa with this form.)

CONTRACTOR INFORMATION:

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

Address: ________________________________________  Fax: ____________________________
 Phone: ________________________________________

Individual – Partnership - Corporation EIN# or FIN#: ______________________________________

BUSINESS OWNERSHIP: (Check all that apply)

Business Designation (Check One)
☐ Individual
☐ Partnership
☐ Non-Profit Organization
☐ Corporation

Kind of Ownership (Check One)
☐ Government (GO)
☐ State of Tennessee Agency (SA)
☐ Non-Profit (NO)
☐ Majority (MJ)
☐ Minority (See Below)
☐ Woman*** (WO) (See Below)
☐ Small*** (SM) (See Below)

Type of Business (Check One)
☐ Agriculture/Forestry/Fishing
☐ Architectural/Design/Eng
☐ Construction
☐ Educational
☐ Finance/Insurance/Real Estate
☐ Information Systems/Technology
☐ Manufacturing
☐ Marketing/Comm/Public Relations
☐ Medical/Healthcare
☐ Mining
☐ Retail Trade
☐ Service Industry
☐ Transportation/Commerce/Utilities
☐ Wholesale Trade

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

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

Signature: ________________________________________  Date: ____________________________

Print Signature: ________________________________  Title: ______________________________

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

*Minority” means a person who is a citizen or lawful permanent resident of the United States and who is:
  a) African American (a person having origins in any of the black racial groups of Africa);
  b) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
  c) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
  d) Native American (a person having origins in any of the original peoples of North America).

**Woman-Owned Business Clarification:
A “woman-owned business” means a woman owned business that is a continuing, independent, for profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women who have management and daily business operations are under the control of one (1) or more women.

***Small Business Ownership Clarification:
A “small business” means a business that is independently owned and operated for profit, is not dominant in its field of operation, and is not an affiliate or subsidiary of a business dominant in its field of operation.

The Governor’s Office of Diversity Business Enterprise establishes small business guidelines on industry size standards. The criteria guidelines are required to be met in order for a business to be considered small. The annual receipts or number of employees indicates the maximum allowed for a small business concern and its affiliates to be considered small.
ATTACHMENT 6.2 – PRO FORMA CONTRACT

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

**PRO FORMA CONTRACT**

**CONTRACT BETWEEN**

Middle Tennessee State University

AND

[NAME OF CONTRACTOR]

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

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

[ADDRESS]

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

A. **SCOPE OF SERVICES:**

A.1. A. Scope of Services

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

B. **CONTRACT TERM:**

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

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

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

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

C.3. **Payment Methodology.** The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the 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 defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

<table>
<thead>
<tr>
<th>SERVICE UNIT/MILESTONE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>[UNIT/MILESTONE EVENT]</td>
<td>[DATE IF APPLICABLE] $[NUMBER AMOUNT]</td>
</tr>
<tr>
<td>[UNIT/MILESTONE EVENT]</td>
<td>[DATE IF APPLICABLE] $[NUMBER AMOUNT]</td>
</tr>
</tbody>
</table>

The Contractor shall submit monthly 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.4. **Travel Compensation.** (PICK ONE OF THESE OPTIONS)

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

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

C.5. **Payment of Invoices.** The payment of the 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 involved therein.

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

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

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

D.2. **Modification and Amendment.** This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials in accordance with applicable Tennessee state laws and regulations.

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

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

D.5. **Termination for Cause.** If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the Institution shall have the right to immediately terminate the Contract and withhold payments in excess of full compensation for completed services. Notwithstanding the above, the Contractor shall not be released of liability to the Institution for damages sustained by virtue of any breach of this Contract by the Contractor.

D.6. **Subcontracting.** The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Institution. If such subcontracts are approved by the Institution, they shall contain at a minimum sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.7 and D.8). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

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

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

D.9. **Records.** The Contractor shall maintain documentation for all charges against the Institution under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Institution, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.10. **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.11. **Progress Reports.** The Contractor shall submit brief, periodic, progress reports to the Institution as requested. (SPECIFY TIME PERIOD – MONTHLY, QUARTERLY, SEMI-ANNUALLY, ANNUALLY, ETC.)
D.12. **Strict Performance.** Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

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

The Contractor, being an independent contractor and not an employee of the Institution, agrees to carry adequate liability and other appropriate forms of insurance, including workers’ compensation coverage as required by applicable law on the Contractor’s employees, and to pay all applicable taxes incident to this Contract.

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

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

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

D.17. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the Tennessee Claims Commission in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the Institution or its employees thereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.18. **Severability.** If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.19. **Headings.** Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
E. SPECIAL TERMS AND CONDITIONS:

E.1. Communications and Contacts.

The 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 sent in a manner that verifies proof of delivery. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission. Changes to the Contract shall not be effective until agreed to, in writing, by both parties.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Institution reserves the right to terminate the Contract upon written notice to the Contractor. Such termination shall not be deemed a breach of Contract by the Institution. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the Institution any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Breach. A party shall be deemed to have breached the Contract if any of the following, including but not limited to, occurs:

- failure to perform in accordance with any term or provision of the Contract;
- partial performance of any term or provision of the Contract;
- any act prohibited or restricted by the Contract, or
- violation of any warranty.

For purposes of this Contract, these items shall hereinafter be referred to as a "Breach."


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

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

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

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

In the event the Institution declares a Partial Default, the Institution may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the Institution of providing the defaulted service; whether the service is provided by the Institution or a third party. To determine the amount the Contractor is being paid for any particular service, the Institution shall be entitled to receive within five (5) days any requested material from Contractor. The Institution shall make the final and binding determination of the amount.

The Institution may assess Liquidated Damages against the Contractor for any failure to perform. Upon Partial Default, the Contractor shall have no right to recover from the Institution any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the Institution in the event a Partial Default is declared.

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

E.5. Institution Ownership of Work Products. The Institution shall have all ownership right, title, and interest, including ownership of copyright, in all works products created, designed, developed, derived, documented, installed, or delivered to the Institution under this Contract. The Institution shall have unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all such work products. The Contractor shall furnish such information and data upon request of the Institution, in accordance with the Contract and applicable state law.

E.6. Performance Bond. (INCLUDE ONLY IF APPLICABLE) Upon approval of the Contract by all appropriate Institution officials in accordance with applicable state laws and regulations, the Contractor shall furnish a performance bond in the amount equal to [WRITTEN DOLLAR AMOUNT] ($NUMBER AMOUNT), guaranteeing full and faithful performance of all undertakings and obligations under this Contract for the initial Contract term.
and all extensions thereof. The bond shall be in the manner and form prescribed by the institution, must be issued through a company licensed to issue such a bond in the State of Tennessee, and be provided to the Institution no later than [DATE]. Failure to provide the performance bond prior to the deadline as required shall result in contract termination.

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

E.7. **Insurance.** The Contractor shall maintain a commercial general liability policy. The policy shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage, and medical claims, with minimum limits of $1,000,000 per occurrence, $3,000,000 in the aggregate. The Contractor shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law. If Employer’s Liability Limits of $100,000. The Contractor shall deliver to the institution a certificate of insurance no later than the effective date of the Contract. If any policy providing insurance required by the Contract is cancelled prior to the policy expiration date, the Contractor, upon receiving a notice of cancellation, shall give immediate notice to the Institution.

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

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

E.9. **Equipment/Inventory.** The Contractor agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Contract. The Contractor shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Contract and shall submit an inventory control report with the required progress reports.

The Contractor shall notify the 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.

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

E.11. **Incorporation of Additional Documents.** Included in this Contract by reference are the following documents:

- This Contract document, its attachments and amendments
- All clarifications and addenda made to the Contractor's Proposal
- The Request for Proposal and its associated amendments
- The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in the order of precedence detailed above.
E.12. **Lobbying.** The Contractor certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

E.13. **Prohibited Advertising.** The Contractor shall not refer to this Contract or the Contractor's relationship with the Institution hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are encorced.

E.14. **Copyrights and Patents.** 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 laws regarding patents or copyrights which may arise from the performance of this Contract. In any such action brought against the Institution, the Contractor shall satisfy and indemnify the Institution for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the Institution in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the Institution. 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.

E.15. **Authorized Individuals.** Each party has provided the other party with a list identifying the individuals from whom the other party is authorized to accept any notices, requests, demands, or other advice which may be given hereunder by the party providing such list. Lists, which are attached hereto as Attachment [NUMBER], shall be valid until revoked or amended by further written notice. The parties shall only be entitled to rely on notices, requests, demands, or other advice given by such individuals.

E.16. **Hold Harmless.** The Contractor agrees to indemnify and hold harmless the Institution as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the Institution in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the Institution.

In the event of any such suit or claim, the Contractor shall give the Institution immediate notice thereof and shall provide all assistance required by the Institution in the Institution's defense. The Institution shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the Institution in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.
E.17. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

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

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

c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section 6. of this certification; and

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

E.18. Prohibition on Hiring Illegal Immigrants. Tennessee Public Chapter No. 378 of 2006, TCA 12-4-124, requires that Contractor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance (“the Attestation”), which is attached and hereby incorporated as Attachment A.

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

E.19. Federal Economic Stimulus Funding. This Agreement requires CONTRACTOR to provide products and/or services that are funded in whole or in part under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, (Recovery Act). CONTRACTOR is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein of the Recovery Act are met and that CONTRACTOR provides information to the State as required.

CONTRACTOR (and any subcontractor) shall comply with the following:

a. Federal Grant Award Documents, as applicable.

b. Executive Office of the President, Office of Management and Budget (OMB) Guidelines as posted at www.whitehouse.gov/omb/recovery_default, as well as OMB Circulars, including but not limited to A-102 and A-133 as posted at: www.whitehouse.gov/omb/financial_offm_circulars.


d. The Recovery Act, including but not limited to the following sections of that Act:

(1) Section 1604 – Disallowable Use. No funds pursuant to this Agreement may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

(2) Section 1512 – Reporting and Registration Requirements. CONTRACTOR must report on use of Recovery Act funds provided through this Agreement. Information from these reports will be made available to the public.
(3) Section 1553 – Recovery Act Whistleblower Protections. An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee’s duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of one or more of the following related to the implementation or use of covered funds:
   i. gross mismanagement,
   ii. gross waste,
   iii. substantial and specific danger to public health or safety,
   iv. abuse of authority, or
   v. violation of law, rule, or regulation (including those pertaining to the competition for or negotiation of an Agreement).

Non-enforceability of Certain Provisions Waiving Rights and Remedies on Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any pre-dispute arbitration agreement. No pre-dispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: CONTRACTOR and any subcontractor shall post notice of the rights and remedies as required under Section 1553. (Refer to Section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 located at www.recovery.gov, for specific requirements of this section and prescribed language for the notices.)

(4) Section 902 – Access of Government Accountability Office. CONTRACTOR shall provide that the Comptroller General and his representatives are authorized:
   i. to examine any records of CONTRACTOR or any of its subcontractors, that directly pertain to, and involve transactions relating to, this Agreement or a subcontract; and
   ii. to interview any officer or employee of CONTRACTOR or any of its subcontractors regarding such transactions.

(5) Section 1514 – Inspector General Reviews. Any inspector general of a federal department or executive agency has the authority to review, as appropriate, any concerns raised by the public about specific investments using such funds made available in the Recovery Act. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in the Recovery Act, shall be posted on the inspector general’s website and linked to the website established by Recovery Act Section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.

(6) Section 1515 – Access of Offices of Inspector General to Certain Records and Employers. With respect to this Agreement, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:
   i. to examine any records, of CONTRACTOR or any of its subcontractors, that pertain to and involve transactions relating or pursuant to this Agreement; and
   ii. to interview any officer or employee of CONTRACTOR or any subcontractors regarding such transactions.

(7) Section 1606 – Wage Rate Requirements. All laborers and mechanics employed by pursuant to this Agreement shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with
subchapter IV of chapter 31 of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference.

For purposes of this Agreement, laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards.

(8) Section 1605 – Buy American Requirements for Construction Materials. Buy American, Use of American Iron, Steel, and Manufactured Goods. None of the funds provided by this Agreement may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

e. CONTRACTOR agrees to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of Recovery Act requirements.

f. If CONTRACTOR enters into one or more subcontracts for any of the services performed under this Agreement, each subcontract shall contain provisions specifically imposing on the subcontractor all requirements set forth in this Second Amendment. "Federal Economic Stimulus Funding."

E.20. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.

a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.

b. The State may contract with an entity in which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.

c. With reference to either subsection a. or b. above, a Contractor may make a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the VBP Contracting Restriction Waiver Request format available from the State and the Internet at: www.state.tn.us/finance/tds/contract/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.
In witness whereof, the parties have by duly authorized representatives set their signatures hereto.

(NAME OF CONTRACTOR)

______________________________ DATE: __________________

(Name and Title)
Middle Tennessee State University

______________________________ DATE: __________________

John W Cothern Senior Vice-President
Middle Tennessee State University

______________________________ DATE: __________________

Sidney A. McPhee, President

TBR Approved By:

______________________________ DATE: __________________

Charles Manning, Chancellor
<table>
<thead>
<tr>
<th>CONTRACT NUMBER:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACTOR LEGAL ENTITY NAME:</td>
</tr>
<tr>
<td>FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)</td>
</tr>
</tbody>
</table>

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

SIGNATURE & DATE:

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual’s authority to contractually bind the Contractor.
PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Proposer must complete and sign this Technical Proposal Transmittal. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the individual is not the Proposer's chief executive, attach evidence showing the individual's authority to bind the proposing entity.

PROPOSER LEGAL ENTITY NAME:

The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:

1) This proposal constitutes a commitment to provide all services as defined in the RFP Attachment 6.2, Pro Forma Contract, Scope of Services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.2, Pro Forma Contract. A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the Institution may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

2) The information detailed in the proposal submitted herewith in response to the RFP is accurate.

3) The proposal submitted herewith in response to the RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

4) The Proposers shall comply with:
   a) the laws of the State 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 thereunder by the federal government;
   e) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
   f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
   g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

5) The Proposer shall comply with all of the provisions in the subject RFP and shall accept all terms and conditions set out in the RFP Attachment 6.2, Pro Forma Contract.

6) The Proposers 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).

7) The Proposer __ does or __ does not agree to extend this proposal and current contract pricing to all TBR/UT Institutions for the same time period it is available to the Institution as Proposer has indicated in its proposal in response to Section 1.3 of this RFP. (ADD THIS ONLY IF APPLICABLE)

SIGNATURE & DATE: ___________________________ ________________________

37
ATTACHMENT 6.4

PROJECT NARRATIVE AND DOCUMENTATION

SECTION TO INCLUDE ANY NARRATIVE, TECHNICAL SPECIFICATIONS, AND OTHER DOCUMENTATION PROPOSERS NEED TO RESPOND TO RFP. (IF APPLICABLE)
**TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A**

**PROPOSER NAME:**

**SECTION A — MANDATORY REQUIREMENT ITEMS**

The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

The RFP Coordinator will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Asst Vice President for Procurement Services must review the proposal and attach a written determination. A determination that a proposal is non-responsive must be approved by the Senior Vice President before notice may be sent out that the proposal has been rejected. In addition to the Mandatory Requirement Items, the RFP Coordinator will review each proposal for compliance with all RFP requirements.

<table>
<thead>
<tr>
<th>Proposal Page # (to be completed by Proposer)</th>
<th>Item Ref.</th>
<th>Mandatory Requirement Items</th>
<th>Institution Use ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>The Proposal must be delivered to the Institution no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., et. seq.).</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The Technical Proposal must NOT contain cost or pricing information of any type.</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The Technical Proposal must NOT contain any restrictions of the rights of the State, Institution or other qualification of the proposal.</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td></td>
<td></td>
<td>A Proposer must NOT submit alternate proposals.</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td></td>
<td></td>
<td>A Proposer must NOT submit multiple proposals in different forms (as a prime and a sub-contractor).</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td></td>
<td>A.1</td>
<td>Provide the Proposal Transmittal and Statement of Certifications and Assurances (RFP Attachment 6.3.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td></td>
<td>A.2</td>
<td>Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee or Institution) and, if so, the nature of that conflict.</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.3</td>
<td>Provide a current bank reference indicating that the Proposer's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.4</td>
<td>Provide two current positive credit references from vendors with whom the Proposer has done business written in the form of standard business letters, signed, and dated within the past three (3) months.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| A.5 | Provide EITHER:  
(a) an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.); OR  
(b) a Dun & Bradstreet short-form report, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer. |
| A.6 | Provide the Minority/Ethnicity Form (Attachment 8.1) |
| A.7 | Provide a copy of a current certificate of liability insurance. If Proposer's current limits/coverage fails to meet the requirements of RFP Section 4.8 above, prior to contract award, the successful Proposer will be required to submit a valid, current certificate of insurance that meets the requirements of Section 4.8. |
VENDOR CHECKLIST FOR ATTACHMENT 6.5 – MANDATORY REQUIREMENTS:

1. Attachment 6.5 – Mandatory Requirements: MUST BE PROVIDED IN FORMAT STATED BY EACH REQUIREMENT
   ___ Bank Reference (Attachment 6.5(A.3))
     • Letter Format on bank letterhead
     • Signed within last three (3) months by authorized representative of bank
   Positive Credit Verification (Attachment 6.5(A.4)):
     ___ Two (2) positive credit references
     • Letter Format
     • Prepared and signed within last three (3) months by vendors with whom Proposer has done business.
     ___ Official document or letter from accredited credit bureau within last three (3) months
       (Attachment 6.5 A.5.a.) Not Acceptable: Marketing materials which state credit rating
   OR
   ___ Dun & Bradstreet short form report, verified and dated within last three (3) months (Attachment 6.5 A.5. b.)
   ___ Current Certificate of Insurance with RFP required limits (Attachment 6.5(A.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 Institution awarding the contract;
     ___ Written verification that insurance company is licensed in the State of Tennessee
     ___ Written verification that agent/broker is licensed in the State of Tennessee
     ___ Written verification that Claims Administrator is licensed in the State of Tennessee
     ___ Written verification of authorization of agent/broker to represent the insurance company quoted;
     ___ Written verification of experience and ability to place automobile liability insurance;
     ___ Copy of Certification that Proposer has maintained an A.M. Best rating of "A-" or better
     ___ Not Acceptable: Proposer's letterhead or Proposer's marketing documentation;
     ___ Written verification that Proposer is currently in satisfactory regulatory status with the Department of Commerce and Insurance, State of Tennessee Proposers are to visit http://licahn.state.tn.us/ and print the dated page which indicates its current status.
     ___ Completed Minority/Ethnicity Form (Attachment 6.5(A.6))
     ___ Statement regarding conflict of interest (Attachment 6.5(A.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 Financial Proposal
     • Late Proposals will be IMMEDIATELY DISQUALIFIED (Attachment 6.5 A.)
   ___ NO Cost Data of ANY type (required cost or optional cost) in Technical Proposal (§53.21, 3.3, Attachment 6.5. A.)
     • Including ANY costs in Technical Proposal will result in IMMEDIATE DISQUALIFICATION
     A proposer may not submit alternate proposals unless requested and must not submit one proposal as the prime contractor and another as a sub-contractor
   Correct Format ($3):
     ___ One (1) Original Technical Proposal with Original Signature (§3.1.2)
     ___ Seven (7) Copies of Original Technical Proposal (§3.1.2)
     ___ Two (2) Electronic of Original Technical Proposal (§3.1.2)
     ___ One (1) Original Financial Proposal with Original Signature (§3.1.2)
     ___ Three (3) Copies of Original Financial Proposal (§3.1.2)
     ___ One (1) Electronic Financial Proposal (§3.1.2)
     ___ Original Signatures on Original Proposals, NO copied or digital Signatures on Original Proposals (Attachment 6.5. A.1.)

* This checklist does not represent either a complete list of, or replacement for, the mandatory requirements listed in the RFP. This checklist is ONLY A TOOL meant to assist in the prevention of disqualification.
**Notations on Proposals that material submitted be kept confidential will not be honored. All bid documents and contracts become public record.
<table>
<thead>
<tr>
<th>Proposal Page # (to be completed by Proposer)</th>
<th>Qualifications &amp; Experience Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.1</td>
<td>Describe the Proposer's form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, and telephone number of the person the Institution should contact regarding the proposal. (___ points)</td>
</tr>
<tr>
<td>B.2</td>
<td>Provide a Statement of whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years, and if so, an explanation providing relevant details. (___ points)</td>
</tr>
<tr>
<td>B.3</td>
<td>Provide a Statement of whether the Proposer or any of the Proposer’s employees, agents, independent contractors, or subcontractors have been convicted of, pleaded guilty to, or pled &quot;no contest&quot; to any felony, and if so, an explanation providing relevant details. (___ points)</td>
</tr>
<tr>
<td>B.4</td>
<td>Provide a Statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP. (___ points)</td>
</tr>
<tr>
<td>B.5</td>
<td>Provide a Statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details. (___ points)</td>
</tr>
<tr>
<td>B.6</td>
<td>Provide a Statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFP. (___ points)</td>
</tr>
<tr>
<td>B.7</td>
<td>Provide a brief, descriptive Statement indicating the Proposer's credentials to deliver the services sought under this RFP. (___ points)</td>
</tr>
<tr>
<td>B.8</td>
<td>Indicate how long the Proposer has been performing the services required by this RFP and include the number of years in business. (___ points)</td>
</tr>
<tr>
<td>B.9</td>
<td>Indicate the Proposer organization's number of employees, client base, and location of offices. (___ points)</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
</tr>
<tr>
<td>B.10</td>
<td>Provide a narrative description of the proposed project team and its organizational structure, list its members, and include resumes.</td>
</tr>
<tr>
<td>B.11</td>
<td>Provide a statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform.</td>
</tr>
</tbody>
</table>
| B.12    | Provide customer references for similar projects representing both three of the larger accounts currently serviced by the vendor and three completed projects as well as a list, if any, of all current contracts with the Institution or other Tennessee Institutions of Higher Education and all those completed within the previous five year period. Each reference must include:  
  - the company name and business address;  
  - the name, title, and telephone number of the company contact knowledgeable about the project work; and  
  - a brief description of the service provided and the period of service. The list of contracts with the Institution or higher education must include:  
  - the contract number;  
  - the contract term; and  
  - the procuring Institution or agency for each reference. Each evaluator will generally consider the results of reference inquiries by the Institution regarding all references provided (both Institution and non-Institution). Current or prior contracts with the Institution are not a prerequisite and are not required for the maximum evaluation score possible, and the existence of such contracts with the Institution will not automatically result in the addition or deduction of evaluation points. |
|         | REPEAT QUALIFICATION AND EXPERIENCE FORMAT & ASSOCIATED ITEM REFERENCES AS NECESSARY. |

(Maximum Section B Score = NUMBER FROM RFP SECTION 5.1)

| SCORE (for all Section B items above, B.1 through B.NUMBER): |
## TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C

### PROPOSER NAME:

---

### SECTION C — TECHNICAL APPROACH

The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (with the associated item references). A Proposal Evaluation Team, made up of three or more institution employees, will independently evaluate and score the proposal’s response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>little value</td>
</tr>
<tr>
<td>1</td>
<td>poor</td>
</tr>
<tr>
<td>2</td>
<td>fair</td>
</tr>
<tr>
<td>3</td>
<td>satisfactory</td>
</tr>
<tr>
<td>4</td>
<td>good</td>
</tr>
<tr>
<td>5</td>
<td>excellent</td>
</tr>
</tbody>
</table>

---

<table>
<thead>
<tr>
<th>Proposal Page # (to be completed by Proposer)</th>
<th>Technical Approach Items</th>
<th>Institution Use ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Possible Points Score</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**C.1** Provide a narrative that illustrates the Proposer’s understanding of the RFP requirements.

**C.2** Provide a narrative that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the Institution’s project deadlines (ONLY INCLUDE PROJECT DEADLINES IF APPLICABLE)

**REPEAT REQUIREMENT FORMAT & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY**

---

**Total Raw Weighted Score:**

(sum of Raw Weighted Scores above)

---

**Total Raw Weighted Score**

(maximum possible raw weighted score

(i.e., 5 x the sum of item weights above)

**X 30 Points NUMBER FROM RFP SECTION 5.1**

(maximum section score)

---

**= SCORE:**

---
### COST PROPOSAL & SCORING GUIDE

**NOTICE TO PROPOSER:** This Cost Proposal MUST be completed EXACTLY as shown.

<table>
<thead>
<tr>
<th>PROPOSER NAME:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SIGNATURE &amp; DATE:</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer company president, evidence SHALL be attached showing the Signatory's authority to bind the Proposer.

### COST PROPOSAL SCHEDULE

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

<table>
<thead>
<tr>
<th>Cost Item Description</th>
<th>Proposed Cost</th>
<th>Institution Use ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Year 1</td>
<td>Year 2</td>
</tr>
<tr>
<td>COST ITEM DESCRIPTION</td>
<td></td>
<td></td>
</tr>
<tr>
<td>REPEAT AS NECESSARY</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**Evaluation Cost Amount:**

(sum of all weighted cost amounts above)

**Lowest Evaluation Cost Amount from all Proposals**

\[
\frac{X \times 30}{(maximum\ section\ score)} = SCORE
\]

Page 45
<table>
<thead>
<tr>
<th>RFP Coordinator</th>
<th>Date</th>
</tr>
</thead>
</table>

**QUALIFICATIONS & EXPERIENCE**  
Maximum Points: NUMBER

<table>
<thead>
<tr>
<th>PROPOSER NAME</th>
<th>PROPOSER NAME</th>
<th>PROPOSER NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>EVALUATOR NAME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EVALUATOR NAME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EVALUATOR NAME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EVALUATOR NAME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>REPEAT AS NECESSARY</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AVERAGE SCORE:</th>
<th>AVERAGE SCORE:</th>
<th>AVERAGE SCORE:</th>
</tr>
</thead>
</table>

**TECHNICAL APPROACH**  
Maximum Points: NUMBER

<table>
<thead>
<tr>
<th>PROPOSER NAME</th>
<th>PROPOSER NAME</th>
<th>PROPOSER NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>EVALUATOR NAME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EVALUATOR NAME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EVALUATOR NAME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EVALUATOR NAME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>REPEAT AS NECESSARY</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AVERAGE SCORE:</th>
<th>AVERAGE SCORE:</th>
<th>AVERAGE SCORE:</th>
</tr>
</thead>
</table>

**COST PROPOSAL**  
Maximum Points: NUMBER

<table>
<thead>
<tr>
<th>PROPOSER NAME</th>
<th>PROPOSER NAME</th>
<th>PROPOSER NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SCORE:</th>
<th>SCORE:</th>
<th>SCORE:</th>
</tr>
</thead>
</table>

**PROPOSAL SCORE**  
Maximum Points: 100

<table>
<thead>
<tr>
<th>PROPOSER NAME</th>
<th>PROPOSER NAME</th>
<th>PROPOSER NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL SCORE:</th>
<th>TOTAL SCORE:</th>
<th>TOTAL SCORE:</th>
</tr>
</thead>
</table>

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

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

KNOW ALL BY THESE PRESENTS:

That we,

(Name of Principal)

(Address of Principal)

as Principal, hereinafter called the Principal, and

(Name of Surety)

(Address of Surety)

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

(Dollar Amount of Bond)

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

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

WHEREAS, the Obligee has engaged the Principal for a sum not to exceed ____________

(Contract Maximum Liability)

to complete Work detailed in the Scope of Services detailed in the State of Tennessee Request for Proposal bearing the RFP Number: ____________

(RFP Number)

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

NOW, THEREFORE, if the Principal shall fully and faithfully perform all undertakings and obligations under the Contract
hereinbefore referred to and shall fully indemnify and hold harmless the Obligee from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Obligee any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material, and Work used by the Principal and any immediate or remote subcontractor or furnisher of material under the Principal in the performance of said Contract, in lawful money of the United States of America, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

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

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

____________________ day of __________________, ____________.

WITNESS:

____________________________________  ______________________________________
(Name of Principal)                          (Name of Surety)

____________________________________  ______________________________________
(Authorized Signature of Principal)          (Signature of Attorney-in-Fact)

____________________________________  ______________________________________
(Name of Signatory)                          (Name of Attorney-in-Fact)

____________________________________  ______________________________________
(Title of Signatory)                         (Tennessee License Number of Surety)
ATTACHMENT

Protest Bond

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

KNOW ALL BY THESE PRESENTS:

That we,

(Name of Protestor)

(Address of Protestor)

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

(Name of Surety)

(Address of Surety)

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

$_

(Dollar Amount of Bond)

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

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

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

(RFP Number)

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

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

AND, neither a protest nor a stay of award shall proceed under the laws of the State of Tennessee unless the Protestor posts a protest bond, the Protestor does file this protest bond payable to the Obligee with a notice of protest regarding the subject RFP process;
AND, the Obligee shall hold the protest bond for at least eleven (11) calendar days after the date of the final determination on the protest by the head of the affected agency;

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

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

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

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

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

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

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

On this ______________________ day of ______________________ in the year ________

WITNESS:

(Name of Protestor)

(Authorized Signature of Protestor)

(Name and Title of Signatory)

(Name of Surety)

(Signature of Attorney-in-Fact)

(Name of Attorney-in-Fact)

(Tennessee License Number of Surety)