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| **REQUEST FOR PROPOSAL** |

Bookstore Services

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| **TBR RFP #** | 18-0001 |
| **Proposal Due** | 10/30/17 |
| **Date/Time** | 2:00pm CT |

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**1 INTRODUCTION**

**1.1 Background**

The Board of Regents State University and Community College System (hereinafter the “System”) established by T. C. A. § 49-8-101 is currently among the largest systems of public higher education in the nation, with 46 Institutions, almost 200,000 students, and 15,000 benefit eligible employees. The system is composed of six universities – one of which has a law school and one of which has a medical school, 13 community colleges, 27 colleges of applied technology, and the System Office. Institutions are located in nearly all of the 95 counties in Tennessee, and offer a large variety of degrees and goods and/or services.

The System seeks to promote and ensure equal opportunity for all persons without regard to race, color, religion, sex, ethnic or national origin, sexual orientation, gender identity, genetic information, disability status, age or status as a protected veteran and shall fully comply with Executive Order 11246, as amended, and all other applicable federal and state equal opportunity laws.

**1.2 Statement of Procurement Purpose**

The Tennessee Board of Regents, hereinafter “Institution” and/or “TBR”, 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 a Successful Proposer to provide the requested goods and/or goods and/or services.

Through this RFP, Institution seeks to procure necessary goods and/or services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are small, minority, women, and service-disabled veteran owned, the opportunity to do business with the Institution. Vendors must complete the Ownership Ethnicity Form (See Attachment 6.1 for form and classification definitions). In addition, all small, minority, women and service-disabled veteran owned businesses are strongly encouraged to register with the Governor’s Office of Diversity Business Enterprise (Go-DBE) to attain official certification. The Institution shall work with the successful Proposer and the Go-DBE Office regarding registration/certification.

The Institution intends to secure a contract for bookstore services to include fourteen (14) existing college bookstores and our TNeCampus online course delivery system into a single contract/provider.

See Attachment 6.4 for additional information and requirements.

**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 Goods and/or services and Deliverables in Section A;
* Contract Period in Section B;
* Payment Terms in Section C;
* 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 successful Proposer selected by the Institution MUST agree to and sign. A Proposal that limits or changes any of the terms or conditions contained in the Pro Forma Contract may be considered non-responsive.

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

It is acknowledged that the Institution is issuing this proposal on behalf of its colleges and the TN eCampus program listed in Attachment 6.8. Additional institutions listed in Attachment 6.9 are eligible to join the contract during its term by mutual written agreement of the Institution and the successful proposer.

**1.5 Nondiscrimination**

The Successful Proposer shall abide by all applicable federal and state laws pertaining to discrimination and hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the performance of this Contract or in the employment practices of the Successful Proposer on the grounds of classifications protected by Federal or State law. Accordingly, the Successful Proposer 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.

Bobbie Porter

Equity and Diversity Initiatives Director

TBR System Office

1 Bridgestone Park, Third Floor

Nashville, TN 37214-2428

(615) 366-3929

[Bobbie.porter@tbr.edu](mailto:Bobbie.porter@tbr.edu)

**1.6 Assistance to Proposers with a Disability**

A Proposer with a handicap or disability may receive accommodation relating to the communication of this RFP and participation in this RFP process. A Proposer may contact the Solicitation 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 theSolicitation 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 Solicitation Coordinator, who is the Institution’s only official point of contact for this RFP.

Angela Gregory Flynn

Assistant Vice Chancellor for Purchasing and Contracts

TBR System Office

1 Bridgestone Park, Third Floor

Nashville, TN 37214-2428

Phone: 615-366-4436

Fax: 615-366-2243

[angela.flynn@tbr.edu](mailto:angela.flynn@tbr.edu)

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

RFP 18-0001

1.7.3 Any oral communication shall be considered unofficial and non-binding with regard to this RFP. Only the Institution’s official, responses and communications, as defined in Section 1.7.7 below, shall be considered binding with regard to this RFP. The Institution’s official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.

1.7.4 The Solicitation 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.

1.7.5 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 digital “postmarking” of a communication or proposal to the Institution by the specified deadline date shall not substitute for actual receipt of a communication or proposal by the Institution.

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.

1.7.7 The Institution will convey all official responses and communications and reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP. Such communication may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the Institution. For Internet posting, please refer to the following website: <https://www.tbr.edu/purchasing/bids>

1.7.8 Any data or factual information provided by the Institution (in this RFP, an RFP Amendment or any other communication relating to this RFP) is for informational purposes only. The Institution will make reasonable efforts to ensure the accuracy of such data or information, however it is the Proposer’s obligation to independently verify any data or information provided by the Institution. The Institution expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Proposers.

**1.8 Notice of Intent to Propose**

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

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

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

**1.9 Proposal Deadline**

Proposals must be submitted no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond to the written RFP and any RFP exhibits, attachments, or amendments. A late proposal shall not be accepted, and a Proposer's failure to submit a proposal before the deadline shall cause the proposal to be disqualified. It is the responsibility of the Proposer to ascertain any additional requirements with respect to packaging and delivery to the Institution. Proposers should be mindful of any potential delays whether foreseeable or unforeseeable.

**1.10 Pre-Proposal Conference**

A Pre-Proposal Conference will be held at the time and date in the RFP Section 2, Schedule of Events. The purpose of the conference is to discuss the RFP scope of services. 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. All Proposers must submit any questions asked during the Pre-Proposal Conference, as well as any additional questions concerning the RFP in writing prior to the Written Comments Deadline date in the RFP Section 2, Schedule of Events. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the Institution as described in RFP Sections 1.7, *et seq.*, above and on the date detailed in the RFP Section 2, Schedule of Events. Pre-Proposal Conference attendance is not mandatory, and each potential Proposer may be limited to a maximum number of attendees depending upon space limitations.

The conference will be held at the following location:

TBR System Office

1 Bridgestone Park,

Suite 229 & 230

Nashville, TN 37214-2428

A conference call has also been set for this Pre-Proposal Conference:

1-866-287-9562

Access code: 1440

**2 RFP SCHEDULE OF EVENTS**

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

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| **RFP SCHEDULE OF EVENTS**  **NOTICE: The Institution reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. The Institution will communicate any adjustment to the Schedule of Events to the potential Proposers** | | |
| **EVENT** | **TIME** | **DATE (all dates are Institution business days)** |
| 1. Institution Issues RFP | 4:30pm | 9/15/17 |
| 1. Disability Accommodation Request Deadline | 4:30pm | 9/22/17 |
| 1. Pre-Proposal Written Questions Deadline | 4:30pm | 10/03/17 |
| 1. Pre-Proposal Conference – Room 229/230 | 1:00pm | 10/05/17 |
| 1. Final Written Comments Deadline | 4:30pm | 10/06/17 |
| 1. Institution Responds to all Questions | 4:30pm | 10/16/17 |
| 1. Notice of Intent to Propose | 4:30pm | 10/23/17 |
| 1. Proposal Deadline | 2:00pm | 10/30/17 |
| 1. Proposal Opening | 3:00pm | 10/30/17 |
| 1. Institution Completes Technical Proposal Evaluations | 3:00pm | 11/29/17 |
| 1. Proposer Finalist Presentations |  | 12/07/17 – 12/08/17 |
| 1. Review of Financial Proposals | 8:00am | 12/13/17 – 01/04/18 |
| 1. Financial Proposal Clarification |  | 01/04/18 – 01/11/18 |
| 1. Institution Issues Intent to Award Letter and Opens RFP Files for Public Inspection | 4:30pm | 01/15/18 |
| 1. Insurance Certificate Deadline | 4:30pm | 01/31/18 |
| 1. Award of Contract | 4:30pm | 02/15/18 |
| 1. Contract Effective Date | 8:00am | 07/01/18 |

3 PROPOSAL REQUIREMENTS

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

3.1 **Proposal Form and Delivery**

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

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

**“Technical Proposal in Response to RFP 18-0001 - Do Not Open”**

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

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

**“Financial Proposal in Response to RFP 18-0001 -- Do Not Open”**

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

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

**“Contains Separately Sealed Technical and Financial Proposals for RFP 18-0001”**

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

Angela Gregory Flynn

Assistant Vice Chancellor for Purchasing and Contracts

TBR System Office

1 Bridgestone Park, Third Floor

Nashville, TN 37214-2428

Phone: 615-366-4436

Fax: 615-366-2243

[angela.flynn@tbr.edu](mailto:angela.flynn@tbr.edu)

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

3.2 Technical Proposal

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

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

3.2.2 Each Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Each Proposer must 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). The order of the response to the Technical Proposal and Evaluation Guide must be preserved.

3.2.3 Each proposal should be concisely prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English 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, at its sole discretion, 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 **(including using Attachment 6.5 as a table of contents as specified in 3.2.2 hereof);**

3.2.6 The Institution may at its sole discretion, 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.**

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

3.3 Financial Proposal

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

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

3.3.3 Each Proposer shall ONLY record the proposed cost exactly as required by the Financial Proposal and Evaluation Guide and shall NOT record any other rates, amounts, or information. See Section C.5 of Attachment 6.4 for instruction on providing additional/optional cost rates.

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

3.3.5 **The Proposer must sign and date the Financial 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.**

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

3.3.7 If a Proposer fails to submit a Financial 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 defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). All such comments must be made in writing and received by the Institution no later than the Written Comments Deadline in the RFP Section 2, Schedule of Events. This will allow issuance of any necessary amendments and help prevent the necessity of cancelling the RFP.

Any proposed exceptions, alternatives, revisions or additions to the Pro Forma Contract (Attachment 6.2) must be made in writing. **Should the Proposer fail to include proposed alternatives, revisions or additions to the *Pro Forma* by the Written Comments deadline and/or in its Technical Proposal Response, such alternatives, revisions or additions will not be considered.** A proposal that limits or changes any of the terms or conditions contained in the Pro Forma Contract may be considered non-responsive.

4.1.1 Exceptions to the RFP. Proposer must identify any exceptions to the RFP that are included in its Proposal. The Institution reserves the right to reject any Proposal that limits or changes the requirements of the RFP.

4.2 RFP Amendment and Cancellation

The Institution reserves the unilateral right to amend this RFP at any time. If an RFP amendment is issued, the Institution will communicate such amendment to the potential Proposers. Each proposal submitted must in response 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 consider any proposal that does not comply with all of the terms, conditions, and requirements of this RFP to be non-responsive and reject it.

4.3.3 A Proposer may submit an alternate proposal; however, Proposer must submit a proposal that offers the goods and/or 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.

4.3.5 A Proposer shall not submit more than one proposal that offers the goods and/or services requested by this RFP. Submitting more than one proposal shall result in the disqualification of the Proposer unless specifically provided for in this RFP.

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

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

4.3.8 The Institution shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:

* + - * 1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
        2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
        3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

4.3.9 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 Goods and/or services

If a proposer offers related goods and/or services in addition to those required by and described in this RFP, the additional goods and/or services may be added to the Contract before contract signing at the sole discretion of the Institution. Proposers must provide a detailed description of each related product and/or service offered in addition to those specified in this RFP to be considered for inclusion in the contract as a separate attachment. Costs associated with additional related goods and/or services must be provided on a separate attachment in the Financial Proposal. Please note that proposed additional goods and/or services will not be used in evaluating the proposal.

4.6 Assignment & Subcontracting

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

4.6.2.   If a Proposer intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.4., Section B, Qualifications & Experience Requirements, Item B.11.).

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

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

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

4.7 Right to Refuse Personnel

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

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. The Proposer shall deliver to the Institution a certificate of insurance no later than the effective date of the contract, with the policy listing the Institution as additional insured. 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 goods and/or goods and/or 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 Professional Licensure and Department of Revenue Registration**

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

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

4.9.3    Before the Contract is signed, the apparent successful Proposer must be registered with or exempted by the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The Institution shall not award a contract unless the Proposer provides proof of such registration or documentation from the Department of Revenue that the Contractor is exempt from this registration requirement.  The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirements, Proposer should visit <https://apps.tn.gov/bizreg/>.

4.10 Financial Stability

The successful Proposer will be required to provide information to TBR to demonstrate financial stability and capability prior to award of contract. These requirements are located in Attachment 6.4 of this RFP.

4.11 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.

4.12 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.

4.13 Proposal Preparation Costs

The Proposer is responsible for all costs associated with the preparation, submittal, or presentation of any proposal.

4.14 Continued Validity of Proposals

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 from the date of the Financial Proposal opening.

4.15 Disclosure of Proposal Contents

4.15.1 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.

4.15.2 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. By submitting a proposal, the Proposer acknowledges and accepts that the proposal contents and associated documents shall become open to public inspection in accordance with said statute.

4.15.3 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.

**4.16 Contract Term**

The term (“Term”) of the resulting contract shall be for seven years (7) years, beginning July 1, 2018, and ending on June 30, 2025. TBR shall have the option to renew the contract for three additional 1-year renewal terms (each a “Renewal Term”) by providing the contractor with one hundred twenty (120) days written notice of renewal prior to the expiration of the Term or Renewal Term.

**4.17 Termination**

The resulting contract shall contain the following clauses with respect to termination:

1. Termination with Cause. The Contractor shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices for operation of the Bookstores. If the Contractor shall fail to fulfill or perform any material obligation of the contractor under the contract (to be established upon the selection of a contractor) and such failure shall continue for sixty (60) days following written notice (the "Default Notice") from TBR to the contractor informing the contractor of its failure to fulfill or perform said material obligation, then TBR may terminate the contract by providing the contractor with written notice (the "Termination Notice").
2. Termination for Convenience. The Institution may terminate this Contract without cause for any reason. Termination under this Section D. 4 shall not be deemed a Breach of Contract by the Institution. The Institution shall give the Contractor at least one hundred twenty (120) days] 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.
3. Termination for Bankruptcy/Insolvency. TBR may terminate the contract immediately upon written notice to the contractor if the contractor becomes (i) insolvent; (ii) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding; or (iii) proceedings in bankruptcy or insolvency are instituted against the contractor, a receiver is appointed, or if any substantial part of the contractor’s assets is the object of attachment, sequestration or other type of comparable proceeding, and such proceeding is not vacated or terminated within thirty (30) days after its commencement or institution.

**4.18 Contract Administrator**

TBR’s Assistant Vice Chancellor for Purchasing and Contracts, or designee, will be the Contract Administrator, for any contract that results from this RFP.

**4.19 Legal Fees**

The Successful Proposer shall be responsible for any attorney and/or court fees in the event the contractor defaults and court action is required.

4.20 Contract Approval

The RFP and the successful proposer 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 Successful Proposer and all other Institution/State officials as required by state laws and regulations.

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

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

**4.23 Severability**

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

**4.24 Next Ranked Proposer**

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

**4.25 Proposer Registration**

Proposers should complete the Institution’s vendor registration process. When applicable, the Institution shall work with Proposers and the Governor’s Office of Diversity Business Enterprise (Go-DBE) for Proposers to obtain official state certification. Although registration with the Institution is not required to make a proposal, a resulting contract from this RFP process cannot be finalized without the successful proposer being a registered vendor.

Refer to the following Internet URL to begin the registration process:

<https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=TBRCentralOffice&tmstmp=1466527285763>

4.26 Policy and Guideline Compliance

This proposal request and any award made hereunder are subject to the policies and guidelines of the Tennessee Board of Regents ([www.tbr.edu](http://www.tbr.edu)).

**4.27** **Protest Procedures**

Refer to the following Internet URL to obtain the Institution’s bid protest procedures:

<https://policies.tbr.edu/guidelines/purchasing-guideline#Protested-Bids>

A sample protest bond format is provided as Attachment 6.10. A protest shall be considered waived if the subject matter of the protest was known or should have been known to the protester before the Written Comments Deadline and the Protester did not raise the issue in a Written Comment.

**5 PROPOSAL EVALUATION & CONTRACT AWARD**

**5.1 Evaluation Categories and Maximum Points**

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

|  |  |
| --- | --- |
| **CATEGORY** | **MAXIMUM POINTS POSSIBLE** |
| Qualifications and Experience | 50 |
| Technical Requirements | 500 |
| Finalist Presentation | 50 |
| Financial Proposal | 400 |

5.2 Evaluation Process

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

5.2.1 **Technical Response Evaluation**

The Solicitation Coordinator 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 Solicitation Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.5, Technical Proposal and Evaluation Guide, Section A). If the Solicitation 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, and consisting of three (3) or more Institution employees, will evaluate each Technical Proposal that appears responsive to the RFP.

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

5.2.1.4 The Institution reserves the right, at its sole discretion, to request Proposer’s 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 Proposer shall submit its resulting clarification to the Institution in the format specified in the clarification request.

**5.2.2** **Finalist Presentation Evaluation**

During the Technical Proposal evaluation process, the RFP Coordinator will use the RFP Attachment 6.4, Section C.5, to manage the Finalist Presentation Evaluations and maintain evaluation records.

5.2.2.1 Each Proposal Evaluation Team member will independently evaluate each Presentation against the Presentation criteria in this RFP, rather than against other presentations, and will score each in accordance with the defined topics in Section C.5.

**5.2.3** **Financial Proposal Evaluation**

After the Technical Proposal evaluation and Presentation evaluation has/have been completed, the Solicitation Coordinator will open the Financial Proposals and use the RFP Attachment 6.6, Financial Proposal and Scoring Guide to calculate and document the Financial Proposal scores.

**5.2.4** **Total Proposal Score**

The Solicitation Coordinator will calculate the sum of the Technical Proposal scores, the Presentation scores, and the Financial Proposal scores and record the resulting number as the total score for the subject Proposal.

5.3 Contract Award Process

5.3.1 The Solicitation 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 specified in RFP Section 2, Schedule of Events.

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

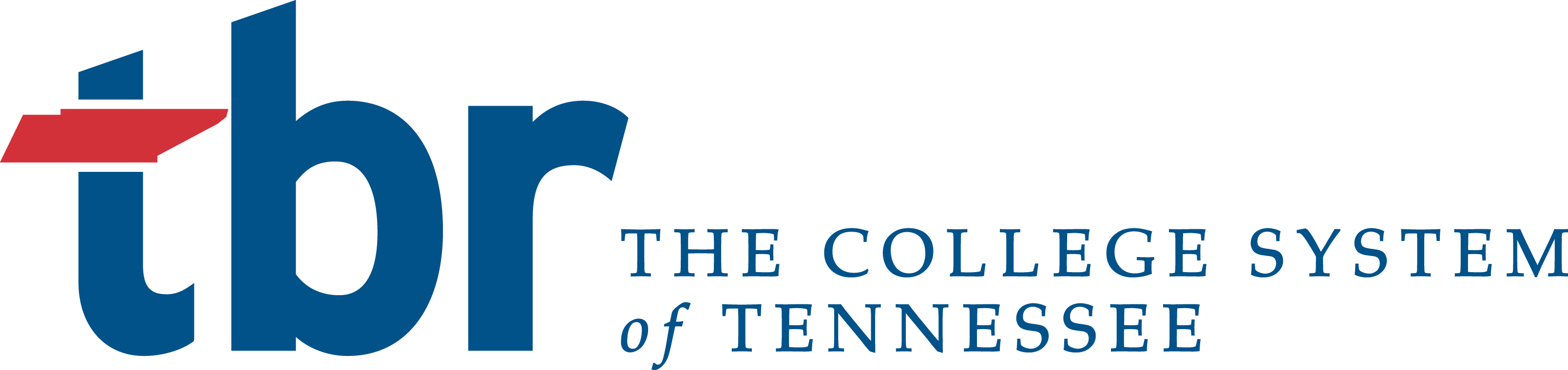
5.3.3 The Institution will make the RFP files available for public inspection as in the RFP Section 2, Schedule of Events following issuance of the Intent to Award.

5.3.4 The Proposer with the apparent best-evaluated proposal must agree to and sign a contract with the Institution that shall be substantially the same as the RFP Attachment 6.2, Pro Forma Contract.  
  
Prior to contract execution, 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. 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 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 RFP terms 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 Solicitation Coordinator will re-calculate scores for each responsive Financial Proposal to determine the new, apparent best-evaluated proposal.

ATTACHMENT 6.1



|  |
| --- |
| MINORITY / ETHNICITY FORM |

To comply with reporting regulations required by the State of Tennessee and the United States federal

income tax laws, it is necessary that the following information be provided prior to the issuance of any contract.

|  |  |
| --- | --- |
| 1. Name of Contractor:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Federal ID / Social Security Number:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | 2. Is Contractor a US citizen?  Yes  No  If no, state country of citizenship:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (If not a US Citizen, please include a copy of Visa with this form.) |
| 3. Kind of Ownership (Check one):  Govt. (GO)  Agency of the State of Tennessee (SA)  Non-Profit (NO)  Majority (MJ)  Minority\* (see reverse side for definition)  Woman (WO)\*\* (see reverse side for definition)  Small (SM)\*\*\* (see reverse side for definition)  Service-Disabled Veteran\*\*\*\*(see reverse side for definition) | 4. Minority / Ethnicity Code (Check One):  African American (MA)  Native American (MN)  Hispanic American (MH)  Asian American (MS)  Other Minority (MO)  Specify: \_\_\_\_\_\_\_\_\_ |
| 5. 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 Service-Disabled Veteran | |
| 6. Certification: I certify that all the information as completed above is accurate and true.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature Date  Name (Printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

\***Minority Ownership Clarification:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 6.2  
*PRO FORMA* CONTRACT

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

**CONTRACT  
BETWEEN**

**[INSTITUTION NAME]  
AND  
[CONTRACTOR NAME]**

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

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

[ADDRESS]

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

A. SCOPE OF GOODS AND/OR SERVICES:

A.1. The Contractor shall provide [DESCRIBE IN DETAIL THE GOODS AND/OR SERVICES THE CONTRACTOR IS TO PROVIDE TO THE INSTITUTION AND THE GOODS AND/OR SERVICES THAT THE INSTITUTION IS TO PROVIDE TO THE CONTRACTOR – THIS MAY BE A SUMMARY WITH DETAILED SPECIFICATIONS IN AN ATTACHMENT.] The scope of goods and/or services and Contractor’s specific responsibilities are defined in Attachment A of this Agreement.

A.2. ADD THIS AND ATTACHMENT IF APPLICABLE. The Contractor agrees to provide goods and/or services to the Institution as well as the eligible institutions listed in Attachments B and C.

B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing on July 1, 2018 and ending on June 30, 2025. The Institution shall have no obligation for goods and/or services rendered by the Contractor which are not performed within the specified period.

B.2. Term Extension. TBR shall have the option to renew the contract for three (1) one-year renewal terms (each a “Renewal Term”) by providing the Contractor with sixty (60) days written notice of renewal prior to the expiration of the Term or Renewal Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Financial Offering. The Successful Proposer shall provide the financial offerings listed in Attachment D to the Institution. The Financial Offerings in Attachment D 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.

C.2. Compensation Firm. The Financial Offerings under this Contract are firm for the duration of the Contract and are not subject to modification for any reason unless this Contract is amended.

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

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

C.5. Receipt of Payment. The receipt of payment of an invoice by the Institution shall not prejudice the Institution's right to object to or question any payment or matter in relation thereto. Such receipt of 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 paid therein.

D. TERMS AND CONDITIONS:

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

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

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

D.4. Termination for Convenience. The Institution may terminate this Contract without cause for any reason. Termination under this Section D. 4 shall not be deemed a Breach of Contract by the Institution. The Institution shall give the Contractor at least one hundred twenty (120) days] days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the Institution be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

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

D.6. Termination for Bankruptcy/Insolvency. Institution may terminate the contract immediately upon written notice to the contractor if the contractor becomes (i) insolvent; (ii) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding; or (iii) proceedings in bankruptcy or insolvency are instituted against the contractor, a receiver is appointed, or if any substantial part of the contractor’s assets is the object of attachment, sequestration or other type of comparable proceeding, and such proceeding is not vacated or terminated within thirty (30) days after its commencement or institution.

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

D.8. Conflicts of Interest. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

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

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

D.12. Progress Reports. The Contractor shall submit brief, quarterly, progress reports to the Institution as requested.

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

D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, 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 goods and/or 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 public liability insurance, issued by a carrier licensed to do business in the State of Tennessee, in the amount of at least one million dollars ($1,000,000) per occurrence, with an endorsement naming the Institution as an additional insured under the policy, and any other forms of insurance required by law, including, but not limited to, workers compensation insurance. The Contractor shall provide proof of all insurance required under this section prior to execution of this Contract. Contractor shall pay applicable taxes incident to this Contract.

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

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

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

D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the Tennessee Claims Commission in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the Institution or its employees hereunder, and any remedies arising there from, 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.19. Severability. If any terms or conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

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

E. ADDITIONAL TERMS AND CONDITIONS:

E.1. Communications and Contacts.

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

[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 as the facsimile transmission. All communications which relate to any changes to the Contract shall not be considered effective until agreed to, in writing, by both parties.

E.2. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Institution reserves the right to terminate the Contract upon written notice to the Contractor. Termination under this Section E.2 shall not be deemed a breach of Contract by the Institution. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized goods and/or 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.3. Breach. A party shall be deemed to have breached the Contract if any of the following occurs (However, this list is not exclusive.):  
  
— failure to perform in accordance with any term or provision of the Contract;  
— partial performance of any term or provision of the Contract;  
— any act prohibited or restricted by the Contract, or  
— violation of any warranty.  
  
For purposes of this Contract, these items shall hereinafter be referred to as a “Breach.”

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

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

(2) Liquidated Damages— [INCLUDE THIS SECTION ONLY IF APPLICABLE AND ADD ATTACHMENT AS DESCRIBED BELOW] In the event of a Breach, the Institution may assess Liquidated Damages. The Institution shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor’s obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as the amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages provisions contained in the above referenced, Attachment [NUMBER] and agrees that the amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the Institution in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the Institution pursuant to the indemnity provision or other section of this Contract.  
  
The Institution may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the Institution exercises its option to declare a Partial Default, or the Institution terminates the Contract. The Institution is not obligated to assess Liquidated Damages before availing itself of any other remedy. The Institution may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or in equity; provided, however, Contractor shall receive a credit for Liquidated Damages previously withheld except in the event of a Partial Default.

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

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

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

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

E.4. Copyrights and Patents/Institution Ownership of Work Products . Contractor grants Institution a world-wide, perpetual, non-exclusive, irrevocable, fully paid up license to use any proprietary software products delivered under this Contract. The Institution shall have royalty-free and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, as well as share in any financial benefits derived from the commercial exploitation of all work products created, designed, developed, or derived from the goods and/or services provided under this Contract. The Institution shall have the right to copy, distribute, modify and use any training materials delivered under this Contract for internal purposes only.

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

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

E.5. Insurance.  The Contractor shall maintain a commercial general liability policy.  The commercial general liability policy shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of $1,000,000 per occurrence, $3,000,000 in the aggregate.  The Contractor shall maintain workers’ compensation coverage or a self-insured program as required under Tennessee law.  The Contractor shall deliver to the Institution both certificates of insurance no later than the effective date of the Contract.  If any policy providing insurance required by the Contract is cancelled prior to the policy expiration date, the Contractor, upon receiving a notice of cancellation, shall give immediate notice to the Institution.

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

E.6. Competitive Procurements. If this Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, and/or services, such procurements shall be made on a competitive basis, when practical.

E.7. Inventory/Equipment Control.

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

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

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

E.8. 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.9. Contract Documents. Included in this Contract by reference are the following documents:  
  
a***.*** This Contract document and its attachments  
b***.*** The Request for Proposal # 18-0001 and its associated amendments  
c***.*** The Contractor’s Proposal dated \_\_\_\_\_\_\_\_\_\_\_\_.  
  
In the event of a discrepancy or ambiguity regarding the interpretation of this Contract, these documents shall govern in order of precedence as listed above.

E.10. 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 goods and/or services are endorsed.

E.11. 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, including reasonable attorney’s fees, 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 paragraph or otherwise enforce the obligations of the Contractor to the Institution hereunder.

In the event of any such suit or claim, the Institution shall give the Contractor immediate notice thereof and Contractor shall provide all assistance required by the Institution in the Institution’s defense. 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.12. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

E.13. Prohibition on Hiring Illegal Immigrants.  T.C.A. § 12-3-309 requires that Contactor attest in writing that Contractor will not knowingly utilize the goods and/or services of illegal immigrants in the performance of this Contract and will not knowingly utilize the goods and/or services of any subcontractor, if permitted under this Contract, who will utilize the goods and/or services of illegal immigrants in the performance of this Contract.  The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance (“the Attestation”), which is attached and hereby incorporated as Attachment E.

E.14. Red Flags and Identity Theft. The Contractor shall have policies and procedures in place to detect relevant Red Flags that may arise in the performance of the Contractor’s activities under the Agreement, or review the Institution’s Red Flags identity theft program and report any Red Flags to Institution.

E.15. Sales and Use Tax. The Contractor shall be registered with or have received an exemption from the Department of Revenue for the collection of Tennessee sales and use tax.  This registration or exemption requirement is a material requirement of this Contract. The Contractor shall comply, and shall require any subcontractor to comply, with all laws and regulations governing the remittance of sales and use taxes on the sale of goods and services made by the Contractor, or the Contractor’s subcontractor.

E.16. Data Privacy and Security.

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

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

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

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

Incident Response.  "Security Incident" means any reasonably suspected breach of information security, unauthorized access to any system, server or database, or any other unauthorized access, use, or disclosure of Personal Information or Highly-Sensitive Personal Information occurring on systems under Contractor's control.  Contractor shall: (i) provide Institution with the name and contact information for an employee of Contractor who shall serve as Institution's primary security contact and shall be available to assist Institution twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Incident; (ii) notify Institution of a Security Incident as soon as practicable, but no later than forty eight  (48) hours after Contractor becomes aware of it, except where disclosure is prohibited by law; and (iii) notify Institution of any such Security Incident by telephone at the following number: Jon Calisi: Office: 615-366-4456 Fax: 615-268-0782 and e-mail [Jon.Calisi@tbr.edu](mailto:Jon.Calisi@tbr.edu) with a copy by e-mail to Contractor's primary business contact at the Institution.

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

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

E.17. Service and Software Accessibility Standards.  The Contractor warrants and represents that the service and software, including any updates, provided to the Institution will meet the accessibility standards set forth in WCAG 2.0 AA (also known as ISO standard, ISO/IEC 40500:2012), EPub 3 and Section 508 of the Vocational Rehabilitation Act. To the extent that the products fail to meet the WCAG 2.0 AA, EPub 3 and Section 508 standards, the Contractor will provide Institution with a fully completed Accessibility Statement and Conformance and Remediation forms (Attachments X & X).  The Contractor shall indemnify and hold the Institution harmless in the event of claims arising from inaccessibility related to the Contractor’s product and/or services.

E.18. Contractor Commitment to Diversity. The Contractor shall assist the Institution in monitoring the Contractor’s performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the Institution in form and substance as required by Institution.

E.19. Click-Wrap Agreements. The Contractor agrees that click-wrap agreements shall not be binding upon the Institution. No employee has the actual or apparent authority to enter into click-wrap agreements on behalf of the Institution without the approval of the Institution’s Procurement and/or Contracts Office. No employee has the authority to modify, amend, or supplement this Agreement through a click-wrap agreement. This Agreement can only be modified, amended, or supplemented under these terms through a written amendment in accordance with the Institution’s and TBR’s procedures, policies, and guidelines.

E.20. The Contractor fully understands that this Agreement is not binding except and until all appropriate State officials' approvals and signatures have been obtained, and the fully executed document returned to the Contractor.

|  |  |
| --- | --- |
| **IN WITNESS WHEREOF:** | |
| **[CONTRACTOR LEGAL ENTITY NAME]:** | |
|  | |
| **[NAME AND TITLE]** | **Date** |
|  | |
|  | |
| **TENNESSEE BOARD OF REGENTS:** | |
|  | |
| **Flora W. Tydings, Chancellor** | **Date** |

ATTACHMENT A

**CONTRACTOR RESPONSIBILITIES**

THE RFP REQUIREMENTS ALONG WITH THE PROPOSER’S RESPONSE WILL BE USED TO BUILD THIS ATTACHMENT.

ATTACHMENT B

LISTING OF PARTICIPATING INSTITUTIONS AT CONTRACT INCEPTION

Chattanooga State Community College

Cleveland State Community College

Columbia State Community College

Dyersburg State Community College

Jackson State Community College

Motlow State Community College

Nashville State Community College

Northeast State Community College

Pellissippi State Community College

Roane State Community College

Southwest Tennessee Community College

Volunteer State Community College

Walters State Community College

Technical College at Memphis

TN eCampus

ATTACHMENT C

LISTING OF ADDITIONAL TBR ELIGIBLE INSTITUTIONS

Technical College at Athens

Technical College at Chattanooga

Technical College at Covington

Technical College at Crossville

Technical College at Crump

Technical College at Dickson

Technical College at Elizabethton

Technical College at Harriman

Technical College at Hartsville

Technical College at Hohenwald

Technical College at Jacksboro

Technical College at Jackson

Technical College at Knoxville

Technical College at Livingston

Technical College at McKenzie

Technical College at McMinnville

Technical College at Morristown

Technical College at Murfreesboro

Technical College at Nashville

Technical College at Newbern

Technical College at Oneida/Huntsville

Technical College at Paris

Technical College at Pulaski

Technical College at Ripley

Technical College at Shelbyville

Technical College at Whiteville

ATTACHMENT D

**FINANCIAL OFFERINGS**

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

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | | **Year 1** | | **Year 2** | **Year 3** | **Year 4** | **Year 5** |
| **Revenue Item Description** | |  | |  |  |  |  |
| 1. The Proposers financial offerings for this RFP must be addressed by line item, as follows: | |  | |  |  |  |  |
|  | |  | |  |  |  |  |
|  | |  | |  |  |  |  |
| ATTACHMENT E  **ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE** | | | | | | | | | |
| **CONTRACT NUMBER:** | | | |  | | | | | |
| **CONTRACTOR LEGAL ENTITY NAME:** | | | |  | | | | | |
| **FEDERAL EMPLOYER IDENTIFICATION NUMBER:** (or Social Security Number) | | | |  | | | | | |
| **The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.** | | | | | | | | | |
| **SIGNATURE & DATE:** | |  | | | | | | | |
|  | | NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual’s authority to contractually bind the Contractor. | | | | | | | |

ATTACHMENT 6.3

|  |  |
| --- | --- |
| **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.*** | |
| **The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:**   1. This proposal constitutes a commitment to provide all goods and/or services as defined in the RFP Attachment 6.2, *Pro Forma* Contract, Scope of Goods and/or Services for the total contract period 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 Proposal that limits or changes any of the terms or conditions contained in the Pro Forma Contract may be considered by the Institution, in its sole discretion, non-responsive and 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 one hundred twenty (120) days subsequent to the date of the Financial Proposal opening and thereafter in accordance with any contract pursuant to the RFP. 4. The Proposer shall comply with all applicable State and Federal laws and regulations, including Institution policies and guidelines in the submission of its Proposal and, if the successful Proposer, in the performance of the Contract. 5. The Proposer shall comply with all of the provisions in the subject RFP. 6. The Proposer \_\_\_does or \_\_\_does not agree that this proposal pricing is for all TBR Institutions provided in Attachment 6.8**,** with the option for additional institutions listed in Attachment 6.9 to join the Agreement upon mutual written agreement of the parties. 7. The Proposer certifies, by signature below and submission of this proposal, to the best of its knowledge and belief, that it and its principals:   a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;  b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with, obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;  c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in section b. of this certification; and  d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default. | |
| **SIGNATURE & DATE:** |  |
|  | |

**ATTACHMENT 6.4**

**RFP REQUIREMENTS**

**Overview**

The Institution is soliciting proposals from qualified proposers for the procurement of bookstore services.

This effort is directly driven by the requirements listed in the Complete College Tennessee Act of 2010 (CCTA), which called for the establishment of common processes and consolidated services; specifically:

*(3) As part of its plan, the board shall identify and implement consolidation of services among institutions and standardization of processes between institutions in order to improve efficiency and effectiveness in all functional areas, including, but not limited to, student services, academic support and institutional support.*

The requirements of the CCTA for service consolidation were examined with the assistance of the Huron Consulting Group. The Huron consultants identified bookstore consolidation as one of seven opportunities to explore. The study highlighted the potential benefits of consolidating the college bookstore contracts.

**Goals**

In addition to the Bookstore consolidation opportunities identified by TBR, TBR recognizes that the traditional college bookstore business is in a transformational period, and it is the intent of TBR to be on the cutting edge of campus retail services. Therefore, TBR has initiated this Request for Proposal process and is seeking an innovative and proactive partner that is on the cutting-edge of campus retail services to effectively serve the TBR community. TBR’s goal is to provide innovative, state-of-the-art retail services that will result in the following:

* Improved affordability for TBR College and TN eCampus Students by reducing course materials costs
* Improved customer satisfaction through cutting-edge retail innovation
* Increased market share
* Optimizing financial contribution, while achieving the qualitative and service goals of this RFP
* Providing state-of-the-art destination/retail facilities

**Institutions Included in this RFP**

Colleges

Chattanooga State Community College

Cleveland State Community College

Columbia State Community College

Dyersburg State Community College

Jackson State Community College

Motlow State Community College

Nashville State Community College

Northeast State Community College

Pellissippi State Community College

Roane State Community College

Southwest Tennessee Community College

Volunteer State Community College

Walters State Community College

Technical College at Memphis

Tennessee eCampus

Please see Attachment 6.13 for Demographic/Current Environment Information for these groups.

**REQUIREMENTS**

The Contract resulting from this Request for Proposal (RFP) shall be for a maximum period of up to (10) years, inclusive of any applicable renewals.

The following are requirements to respond to this Request for Proposal and should be used as a strict guideline in the preparation of a proposal. Each Proposer must use the Technical Proposal and Evaluation Guide (Attachment 6.5) to organize, reference, and draft its Technical Proposal. **Each Proposer must 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)**. The order of the response to the Technical Proposal and Evaluation Guide must be preserved.

The Institution expects all Proposers to submit a complete and thorough response to the specifications identified in this RFP. In response to each specification, Proposers must clearly identify the specification to which they are responding and thoroughly explain how their solution fulfills the requirement of that specification.

Interested Proposers are to provide proposals, including but not limited to, the following requirements.

**A. Financial Stability Mandatory Requirements** (Proposers to indicate in Attachment 6.5, Section A page reference numbers of its Proposal to these requirements)

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

**A.1** Provide the Technical Transmittal and Statement of Certifications and Assurances (Attachment 6.3) completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract.

***Each Proposer must sign the Technical Transmittal and Statement of Certifications and Assurances without exception or qualification.***

**A.2** Provide a Statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (*e.g.,* employment by the State of Tennessee) and, if so, the nature of that conflict.

***NOTE: Determination of conflict of interest shall be solely within the discretion of the Institution, and the Institution reserves the right to cancel any award.***

**A.3** Provide a current bank reference indicating that the Proposer’s business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, on bank letterhead, signed, and dated within the past three (3) months.

**A.4** Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, on reference’s letterhead, signed, and dated within the past three (3) months.

**A.5** Provide **EITHER**:

1. 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**
2. a Dun & Bradstreet Credit eValuator Plus Report dated within the last three (3) months and indicating a positive credit rating for the Proposer.

**A.6** Minority/Ethnicity Form (Attachment 6.1).

**A.7** Provide a copy of a valid, current certificate of insurance indicating general liability insurance. Prior to contract award, successful Proposer will be required to submit a valid, current certificate of insurance with the limit requirements provided in Section 4.8 above.

**B. Qualifications and Experience Requirements** (Proposers to indicate in Attachment 6.5, Section B page reference numbers of its Proposal to these requirements)

**B.1**. Describe the Proposer’s form of business (*i.e*., individual, sole proprietor, corporation, non-profit corporation, partnership, Limited Liability Company) and detail the name, mailing address, email address and telephone number of the person the Institution should contact regarding the Proposal.

**B.2**. Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years, and if so, an explanation providing relevant details.

**B.3**. Provide a statement of whether the Proposer or any of the Proposer’s principals have been convicted of, pled guilty to, or pled *nolo contendere* to any felony, and if so, an explanation providing relevant details.

**B.4.** Provide a statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer’s performance in a contract under this RFP.

**B.5**. Provide a statement of whether, in the last ten years, 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.

**B.6**. Provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer’s performance in a contract under this RFP.

**B.7.** Provide a brief, descriptive Statement indicating the Proposer’s credentials to deliver the requested goods and/or services.

**B.8.** Indicate how long the Proposer has been providing the requested goods and/or services and include the number of years in business.

**B.9.** Indicate the Proposer organization’s number of employees, client base, and location of offices (list all offices in the State).

**B.10**. Provide a narrative description of the proposed project team and its organizational structure, list its members, and include resumes. (The Institution reserves the right to approve any changes in the proposed project team). Information about each project team member shall include, but not be limited to, the following:

1. Contact Name
2. Title
3. Years with the Proposer’s firm

**B.11**. Provide a statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform. The area of the state that each subcontractor will cover must be included.

**B.12.** Provide a statement of whether or not the Proposer has any current contracts with higher education institutions or has completed any contracts with higher education institutions within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:

(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about

the contract;

(b) the procuring higher education institution;

(c) a brief description of the contract’s scope of services;

(d) the contract period; and

(e) the contract number.

NOTES:

* Current or prior contracts with higher education institutions are not a prerequisite and are not required for the maximum evaluation score, and the existence of such contracts with higher education institutions will not automatically result in the addition or deduction of evaluation points.

***Each evaluator will generally consider the results of inquiries by the Institution regarding all contracts noted. Current or prior contracts with the higher education institutions are not a prerequisite and are not required for the maximum evaluation score possible, and the existence of such contracts with the Institution will not automatically result in the addition or deduction of evaluation points.***

**B.13.** Provide customer references from individuals who are not current or former Institution employees for projects similar to the goods and/or services sought under this RFP and which represent:

* two (2) accounts Proposer currently services that are similar in size to the Institution; and
* three (3) completed projects/contracts

References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which must be used and completed, is provided at RFP Attachment 6.7. References that are not completed as required may be deemed non-responsive and may not be considered.

The Propose will be solely responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below.

(a) Add the Proposer’s name to the standard reference questionnaire at RFP Attachment 6.7. and make a copy for each reference.

(b) Send a reference questionnaire and new, standard #10 envelope to each reference.

(c) Instruct the reference to:

(i) complete the reference questionnaire;

(ii) sign and date the completed reference questionnaire;

(iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;

(iv) sign his or her name in ink across the sealed portion of the envelope; and

(v) return the sealed envelope directly to the Proposer (the Proposer may wish to give each reference a deadline, such that the Proposer will be able to collect all required references in time to include them within the sealed Technical Response).

(d) Do NOT open the sealed references upon receipt.

(e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.

NOTES:

* The Institution will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required.
* The Institution will not review more than the number of required references indicated above.
* While the Institution will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the Institution reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.

The Institution is under no obligation to clarify any reference information.

**B.14.** Provide a complete client list that includes length of service, number of physical bookstores, number of virtual-only course materials stores, sales volume, and the name and telephone number of the administrator responsible for the bookstore. Identify at least five (5) clients with bookstores similar in nature to the TBR Bookstores including large community college systems.

**C. Technical Requirements** (Proposers to indicate in Attachment 6.5, Section C page reference numbers of its Proposal to these requirements)

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

**C.1** **Technical Mandatory Pass/Fail Requirements** (Proposer shall validate in its response its understanding of these mandatory requirements and its ability to provide the required goods and/or services as well as describe in detail how it meets the requirement as well as any sub-contractors it uses to deliver these goods and/or services.

C.1.1 **General Requirements**

1. Proposer shall validate in its response its understanding that its operations plan for goods and/or services proposed meet the RFP requirements.
2. Proposer shall validate in its response its understanding that it must be able to meet the full range of instructional needs for all campus populations.
3. Proposer shall validate in its response that it does have an on-line presence to service the student community.
4. Proposer shall validate in its response that it is fully integrated with the Ellucian Banner ERP product (Banner 8.X and 9.X) and Desire2Learn (D2L) Online Course Management System (Version 10.7.4).

**C.2** **Technical Scored Requirements** (In this Section, C.2, Proposer must describe its goods and/or services and will be scored based on those descriptions. Proposers shall indicate in Attachment 6.5, Section C (2) page reference numbers of its Proposal containing its responses to these requirements). In instances in which the provision is a required clause, Proposers must confirm it can meet the specification or describe any variations to the requirements. Proposers are also encouraged to provide examples where they are also providing any of these requirements with current clients.)

**OPERATIONS**

C.2.1 **Operations Program Requirements**

a. Bookstore Names. The names of the Bookstores shall be determined by each TBR College.

b. Successful Proposer Duties/Responsibilities. The Successful Proposer shall operate the Bookstore on its own credit and shall furnish at its own expense all merchandise, equipment, labor, supplies, and services required to perform its duties and responsibilities as required by TBR.

c. Products and Services. The Successful Proposer shall provide TBR with a full range of course materials, new textbooks, used textbooks, digital course materials, custom published materials, rental textbooks, general books, bestsellers, reference books, supplies, art supplies and art kits, computer software, computer/technology products, medical supplies, uniforms, nursing kits, welding kits, specialty course related supplies, general merchandise, emblematic clothing, emblematic gifts, greeting cards, convenience items, health and beauty aids (HBA’s), special order services, graduation related merchandise, and other services expected from a full-service Bookstore. **TBR strongly encourages Proposals that include any additional products or services that can be offered to enhance value to students and the TBR community; generate traffic in the Bookstore; and assist with transitioning from a traditional college bookstore to a retail destination offering state-of-the-art campus retail services.**

d. Customized Bookstore Services. The Bookstores offer a variety of customized services at each institution. The Successful Proposer shall provide customized services to meet the needs of each institution as described in “Customized Bookstore Services,” Attachment 6.13b of this RFP.

e. Right to Operate Bookstore. The Successful Proposer shall have the right to operate the Bookstore at each campus. However, the College Administrations may authorize the sale of certain items by approved vendors, student groups, or by organizations of each institution.

The Successful Proposer must recognize that TBR is focused on course materials affordability for TBR Students.  As part of this focus, TBR will continue to explore all options regarding the digital delivery of course materials and course content, including Open Educational Resources (OER), etc. It is TBR’s hope that the Successful Proposer will bring value-added programs and services with respect to digital delivery.

f. College Authority Re: Product Offerings. The Successful Proposer shall withdraw from display or sale, any item or items, which the Colleges request not be displayed or sold.

g. Locations/Programs. The Successful Proposer shall manage and operate the College Bookstores and Websites as described in the Overview of this RFP.

(Note: See “Demographic/Institution Information,” Attachment 6.13a for detailed information regarding each institution.)

h. Satellite/Pop-up Locations. The Successful Proposer shall provide services to off-site locations/satellite campuses (to include ongoing as well as pop-up capabilities).

i. College Rights Re: Bookstore Locations. The College has the right to add or remove Bookstore locations if the College deems such additions or removals are in the best interest of the institution.

j. Fixtures/Equipment for Special Events. The Successful Proposer shall, at its sole expense, provide any necessary fixtures or equipment (e.g., cart, tent, POS terminal, etc.) to sell emblematic or general merchandise at designated special events on each campus to capitalize on sales opportunities.

k. Website/Social Media. The Successful Proposer shall manage and operate a full-service Website, and social media program for the Bookstore.

l. Special Events. The Bookstore shall support special events (lectures, readings, speakers, etc.) on campus by selling books at College events.

m. Trash Removal/Recycling. The Successful Proposer shall participate in the College’s recycling program. The Successful Proposer shall remove all trash and recyclable materials and place them in the proper recycling containers as designated on each campus.

n. Environmental/Sustainability Practices. The Successful Proposer shall utilize environmentally friendly practices in its operation of the Bookstore and shall abide by all College environmental/sustainability practices.

o. Reporting Requirement. The Successful Proposer shall report to TBR’s Assistant Vice Chancellor for Purchasing and Contracts, or designee, for matters pertaining to the contract. The Successful Proposer’s Regional Manager will meet with TBR’s Assistant Vice Chancellor for Purchasing and Contracts, or designee and designees of each campus on a quarterly basis, at a minimum, to review performance. Each College shall have a designated contract Administrator to oversee the contract with respect to the Bookstore operations pertaining to their campus.

p. Licensing, Permits, Taxes. The Successful Proposer shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this contract, and shall post or display in a prominent place such permits and/or notices as are required by law. The Successful Proposer shall pay for any and all taxes and assessments attributable to the operation of the Bookstore provided herein, including, but not limited to, sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.

C.2.2 **Operations Submittal Requirements**

a. Acknowledge acceptance of TBR’s Operations Program Requirements as described in Section C.2.1.

b. Management Plan. Proposer to describe its management/operations plan for the College Bookstores and the TN eCampus Program described in the Overview and Section C.2.1g of the RFP.

**CUSTOMER SERVICE**

C.2.3 **Customer Service Program Requirements**

a. Customer Service Expectations. The Successful Proposer shall provide excellent customer service at the Bookstore, including processing customers efficiently during Rush, both in-store and online.

b. Nametags/Identification Tags. The Successful Proposer shall ensure that all TBR Bookstore employees wear nametags/identification tags.

c. Image of The Bookstore. The Successful Proposer shall operate the Bookstore in a manner that reflects the image and reputation of the Colleges and supports the mission of the Colleges. The Successful Proposer shall become involved in the academic, cultural, and social environment at each campus, taking advantage of opportunities to offer special merchandising, marketing, and/or assistance based upon the ongoing and unique activities of each institution, and, where and when appropriate, creating temporary selling points at various sites around the campuses in connection with special events and programs.

d. Support of Student Organizations. The Successful Proposer shall cooperate to whatever reasonable extent possible to assist and be supportive to student organizations and student activities of each institution with respect to Bookstore services and merchandise.

e. Customer Feedback. The contractor shall seek customer feedback on a regular basis through methods that include, but are not limited to, customer surveys, student focus groups, customer comment cards, secret shopper programs, etc. Customer feedback results shall be shared with the TBR Administration and the Administration on each campus for evaluation and input. Individual campuses shall reserve the right to seek additional customer feedback by whatever method they deem appropriate.

f. Hours of Operation. Hours of operation shall be defined by TBR and the Colleges in conjunction with the Successful Proposer. Hours of operation shall be extended during the beginning of each academic term and to support special programs and events as necessary (e.g., Open Houses, Orientation, etc.). Changes to the defined hours of operation must be approved by TBR and the Colleges. During all hours of operation, including peak business hours and extended hours of operation, the Successful Proposer shall staff the Bookstore adequately to provide the level of service required by TBR and the Colleges.

g. Bookstore Advisory Boards. The Successful Proposer’s Bookstore Managers shall meet up to four times per year with the Bookstore Advisory Boards on each campus and with College officials to review Bookstore operations and merchandise selection. The Successful Proposer’s Regional Managers shall attend at least one Bookstore Advisory Board meeting per semester. Further, the Successful Proposer’s Bookstore Managers shall work cooperatively with the Boards, and with College officials in the development and improvement of the Bookstores programs, merchandise selection, services, and policies. The Successful Proposer shall make every reasonable effort to comply with requests from the Boards and from College officials to improve the program, services, and policies. The Bookstore Managers or his/her designees are also expected to meet periodically with deans, department heads, and other faculty members.

h. Refund Policy. The Successful Proposer’s refund policy shall be sensitive to the needs of TBR Students and customers.

C.2.4 **Customer Service Submittal Requirements**

a. Acknowledge acceptance of TBR’s Customer Service Program Requirements as described in Section C.2.3.

b. Customer Service. Describe in detail how Proposer will provide excellent customer service at the Bookstore.

c. Customer Feedback. Describe the methods Proposer will use to obtain regular feedback from Bookstore customers to ensure a high level of customer satisfaction.

d. Customer Service Training. Describe Proposer’s customer service training program for the Bookstore Staff.

**STAFFING / PERSONNEL**

C.2.5 **Staffing / Personnel Program Requirements**

a. Staffing. The Successful Proposer shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of a full-service Bookstore in accordance with the requirements established by TBR and the Colleges.

b. Organization Chart/Staffing Level. The Successful Proposer shall present its organization chart/staffing level for each campus Bookstore to the Colleges for discussion and approval to ensure there will be sufficient on-site staff to provide the required level of service. Changes or reductions to the agreed-upon staffing level shall require discussion with, and approval by, the Colleges.

c. Manager. The Manager assigned to each Bookstore location by the Successful Proposer must be approved in advance by the College Administrations. Subsequent changes in assignments will be made by the Successful Proposer only after prior consultation with, and approval by, the Colleges. TBR expects management continuity (i.e., limited turnover of the Manager) in order for the Successful Proposer to meet the expectations and requirements of the Colleges.

d. Staff Training. The Successful Proposer’s staff shall be required to complete all trainings required of campus staff.

e. Student Employees. The Successful Proposer shall look to fill employment opportunities with students at each campus, when appropriate.

f. Employee Conduct. The Successful Proposer shall be responsible for the actions of its employees, agents, and independent contractors hereunder and for the payment of all taxes, wages, benefits and other costs associated with such persons. While on each institutions’ premises, all employees, agents, and independent contractors of the Successful Proposer shall comply with all applicable College policies and procedures. The Successful Proposer shall be required to remove any such employee, agent, or independent contractor from the College at the College’s request.

g. ADA. The Successful Proposer shall comply with the Americans with Disabilities Act (ADA).

h. Equal Employment Opportunity. The Successful Proposer shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, gender or sexual orientation. The Successful Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, gender or sexual orientation.

i. Background Checks. The Successful Proposer shall assume all liability arising out of, and is solely responsible for, conducting background checks for all of the Successful Proposer’s employees, agents, or independent contractors.

C.2.6 **Staffing / Personnel Program Submittal Requirements**

a. Acknowledge acceptance of TBR’s Staffing / Personnel Program Requirements as described in Section C.2.5.

b. Company Organization Chart. Provide Proposer’s organization chart.

c. Bookstore Organization Charts. Provide Proposer’s proposed organization chart, staffing plan, and reporting structure for each Bookstore. Please indicate full-time positions and part-time positions for each Bookstore.

d. Proposer to describe its:

* Personnel policies
* Hiring policies, including Proposer’s required qualifications for the Bookstore Manager at each institution
* Background check program and policies
* Compensation program, including incentive programs, etc.
* Benefit programs (e.g., health insurance, disability insurance, vacation plan, holidays, retirement, etc.)
* Commitment to hire student employees

e. Educational and Training Programs. Proposer to describe its educational and training programs.

f. Staff Training. Please confirm Proposer’s understanding of the requirement that the Successful Proposer’s staff shall be required to complete all trainings required of campus staff.

g. Corporate Support Services. Proposer to describe its corporate support services and regional management support.

h. Regional Manager Resume. Provide a resume for the Regional Manager who will be responsible for oversight of the TBR Bookstores. Include the number of accounts the Regional Manager currently oversees and the Regional Manager’s experience with community college bookstores.

**COURSE MATERIALS**

C.2.7 **Course Materials Program Requirements**

a. Agent for the Collection of Textbook Adoptions. The Successful Proposer shall be the College’s agent for the collection and compilation of course materials adoptions and provide course materials to students at each institution. The Successful Proposer shall provide course materials, including all required, recommended, or suggested course materials and supplies, including textbooks, coursepacks, software, and materials published or distributed electronically.

b. College Rights Re: Adoption Data. Course materials adoption data, whether received in paper form, electronically, or otherwise, provided to the Successful Proposer by each institutions’ faculty or staff is the property of the College. The Successful Proposer shall provide course materials adoption data and/or adoption forms to the College within twenty-four (24) hours of the College’s request for copies of such adoption data and/or adoption forms.

c. Early Textbook Adoptions. The Successful Proposer, working with the faculty at each campus, shall make every effort to obtain early course materials adoption commitments in order to maximize the quantity of textbooks purchased from students for resale at the Bookstore. The Successful Proposer shall provide timely reports to faculty members concerning the status of their orders.

d. Course Materials Quantities. The Successful Proposer shall provide sufficient quantities of course materials, custom-published materials, software, and related academic supplies and materials, as required by the faculty for course work, available for purchase by students according to the schedule established by the College. This includes ensuring TBR Students will have access to course materials on or before the first day of class.

e. Comprehensive Course Materials Services. The Successful Proposer shall provide comprehensive course materials services and shall work closely with the College to support all Academic Programs.

f. TN eCampus. The Successful Proposer shall provide course materials services for all TN eCampus online programs.

g. Custom-Published Materials. The Successful Proposer shall provide custom-published materials (i.e., coursepacks), including the securing of copyright clearances in compliance with all copyright laws, production/printing, and sales.

h. Textbook Rental Program. The Successful Proposer shall provide a full-service textbook rental program at each Bookstore. TBR is extremely committed to providing a strong textbook rental program in order to reduce the cost of course materials to students. The Successful Proposer shall make a significant effort to maximize the availability of textbook rentals for TBR Students.

i. Used Textbook Program. TBR is extremely committed to providing a strong used textbook program in order to reduce the cost of course materials to students. The shall make a significant effort to maximize the availability of used textbooks for TBR Students.

j. Buyback. The Bookstore shall buy back books from students at not less than 50% of the original textbook retail price for textbooks that have been adopted for an ensuing academic term. (i.e., If a textbook was purchased new and has been readopted, then the Bookstore shall pay the student not less than 50% of the original new textbook retail price during buyback. If a textbook was purchased used and has been readopted, then the Bookstore shall pay the student not less than 50% of the original used textbook retail price during buyback). Textbooks that have not been adopted for an ensuing academic term shall be purchased at a minimum of the current wholesale price, established by national used book wholesalers and published in one of the current national used book wholesale buying guides. The Bookstore shall buy back books from students at any of the Bookstore locations, regardless of where the book was purchased.

k. Digital Course Materials. The Successful Proposer shall provide a **non-exclusive** digital delivery program that addresses the changing types of course materials, including providing digital course materials, digital textbooks, etc. Throughout the contract, the Colleges will continually evaluate digital delivery programs in the marketplace and will have the right to select alternate digital delivery programs at any time during the contract, if it is determined that such programs are in the best interests of the Colleges.

The Successful Proposer shall present all desirable innovations for the delivery of textbooks and course materials to TBR Administration and Faculty. The Successful Proposer shall work with the Administration and Faculty to determine the best possible options for the introduction of new technology and delivery mechanisms.

l. Open Educational Resources (OER). TBR recognizes the value of OER and the Successful Proposer shall accommodate the adoption of OER to support academic programs as requested by TBR Faculty.

m. Print on Demand Services. The Successful Proposer shall provide Print on Demand Services.

n. Course Materials Data Streams/Reports. The Successful Proposer shall provide data for course materials/textbook use (course by course and school by school); data generated by courseware (e.g. My Math Lab); student generated learning data from eReaders, as requested by TBR and the Colleges.

o. Online Course Materials Ordering. The Successful Proposer’s website for each Bookstore shall include, but not be limited to, the ability for customers to order and reserve textbooks/course materials. Customers shall have the option to pick up course materials online orders at the Bookstore or have course materials shipped to their requested location.

p. Students with Disabilities. The Successful Proposer shall provide required course materials services to students with disabilities through collaboration with TBR and the Colleges.

q. HEOA/Other Laws. The Successful Proposer shall work with the Colleges to ensure compliance with the Higher Education Opportunity Act (HEOA) and all other relevant state, federal, and local laws, rules, and regulations.

r. Desk Copies. The Colleges prohibit the purchase and sale of complimentary/desk copies by the Bookstore.

C.2.8 **Course Materials Submittal Requirements**

a. Acknowledge acceptance of TBR’s Course Materials Program Requirements as described in Section C.2.7.

b. Course Materials Market Share. Proposer to describe its plans to develop and implement an active strategic plan to protect the Bookstore’s course materials market share. Include plans to develop strong relationships with faculty at each campus and plans to market and promote course materials to students at each campus.

c. Services and Programs. Proposer to describe in detail the course materials services and programs that it will provide to faculty and students at each campus (e.g., textbook reservation program, online adoption program, registration integration program, etc.).

d. Custom Publishing/Coursepack Program. Proposer to describe its custom publishing/coursepack program.

e. Academic Programs. Proposer to describe its plans to provide comprehensive course materials services to support specialized Academic Programs at the Colleges.

f. TN eCampus Programs. Proposer to describe its plans to provide comprehensive course materials services to support all TN eCampus Programs, including current and/or future distance learning/satellite programs.

g. Digital Delivery. Proposer to describe its plans to deal effectively with the changing types of course materials and changes to the distribution channel/delivery of course materials. Please include the following:

* Provide a detailed description of Proposer’s plan/strategy regarding digital/electronic course materials, digital textbooks, delivery via Learning Management Systems, etc.

h. Open Educational Resources (OER). Describe any value-added service Proposer can provide with respect to Open Educational Resources (OER) and other low-cost methods to deliver course materials to students and faculty.

i. Textbook Rental Program. Describe in detail the textbook rental program that Proposer will provide.

j. Used Textbook Program. Provide a detailed description of Proposer’s resources for used textbooks, along with a description of its textbook buyback program, including any incentives or programs that will allow for buyback prices that are greater than wholesale prices. Describe Proposer’s methods to market and promote buyback.

k. Print On-Demand Services. Proposer to describe its ability and process to produce books or other print on demand documents for a campus on an “as needed” basis.

**COURSE MATERIALS AFFORDABILITY / PRICING POLICIES**

C.2.9 **Course Materials Affordability / Pricing Policy Program Requirements**

a. Course Materials Affordability. TBR is extremely committed to making course materials affordable to TBR Students. The course materials pricing policies should be innovative and prices cannot exceed the pricing policy requirements as described in Section C.2.9b and c of this RFP.

**Contractors are required to submit Proposal responses for two Course Materials Pricing Policy Options, as follows:**

b. **Option 1: Pricing Policy-Course Materials-25% Gross Margin**. The Successful Proposer shall adhere to the following course materials pricing policy:

* "List-Priced" new textbooks shall be sold at no higher than list price.
* "Pre-Priced" new textbooks shall be sold at no higher than the pre-price.
* "Net-Priced" new textbooks shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
* "Net-Priced" bundled packages of course materials (i.e., textbook, workbook, CD, passcode, etc., bundled together) shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
* Course related-supplies shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
* Digital course materials sold by publishers to the Successful Proposer at net-price shall be sold by the Bookstore at no higher than a twenty-five percent (25%) gross profit margin.
* Digital course materials sold by publishers to the Successful Proposer via the agency fee pricing model shall be sold by the Bookstore at no higher than the retail price established by the publisher.
* Used textbooks shall be sold at no higher than seventy-five percent (75%) of the TBR Bookstore’s current new textbook retail price.
* Coursepacks and custom published materials (i.e., materials requiring copyright permissions) shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
* Textbook rentals shall be rented at competitive national prices, and on average shall not exceed fifty percent (50%) of the purchase price.

c. **Option 2: Pricing Policy-Course Materials-15% Gross Margin**. The Successful Proposer shall adhere to the following course materials pricing policy:

* "List-Priced" new textbooks shall be sold at no higher than list price.
* "Pre-Priced" new textbooks shall be sold at no higher than the pre-price.
* "Net-Priced" new textbooks shall be sold at no higher than a fifteen percent (15%) gross profit margin.
* "Net-Priced" bundled packages of course materials (i.e., textbook, workbook, CD, passcode, etc., bundled together) shall be sold at no higher than a fifteen percent (15%) gross profit margin.
* Course related-supplies shall be sold at no higher than a fifteen percent (15%) gross profit margin.
* Digital course materials sold by publishers to the Successful Proposer at net-price shall be sold by the Bookstore at no higher than a fifteen percent (15%) gross profit margin.
* Digital course materials sold by publishers to the Successful Proposer via the agency fee pricing model shall be sold by the Bookstore at no higher than the retail price established by the publisher.
* Used textbooks shall be sold at no higher than seventy-five percent (75%) of the TBR Bookstore’s current new textbook retail price.
* Coursepacks and custom published materials (i.e., materials requiring copyright permissions) shall be sold at no higher than a fifteen percent (15%) gross profit margin.
* Textbook rentals shall be rented at competitive national prices, and on average shall not exceed fifty percent (50%) of the purchase price.

d. Surcharges. There shall be no add-ons or surcharges to cover freight, handling, publisher re-stocking fees, etc. (i.e., The pricing policy formulas shall be applied to the actual price listed on the publisher's invoice in order to determine the selling price of a particular textbook/course material.)

e. TBR Audit Rights. TBR has the right to audit the Successful Proposer's records, vendor invoices, publisher invoices, etc., to verify adherence to the established pricing policies.

C.2.10 **Course Materials Affordability / Pricing Policy Submittal Requirements**

a. Acknowledge acceptance of TBR’s Course Materials Affordability/Pricing Policy Program Requirements as described in Section C.2.9.

b. Course Materials Pricing Strategies. Proposer to describe its plans to address the pricing concerns of students at TBR. Include a detailed description of Proposer’s Price Match Guarantee Program, Price Comparison Software, or similar programs, that Proposer will implement at TBR in order to provide value, compete with online booksellers, and increase market share.

**GENERAL MERCHANDISE PRICING POLICIES**

C.2.11 **General Merchandise Pricing Policies Program Requirements**

a. Pricing Policy-General Books. The Successful Proposer shall sell trade books, reference books, and other non-textbooks at no more than the publisher’s list price, or if there is no list price, at prices competitive in the local area and competitive in the college bookstore industry.

b. Pricing Policy-General Merchandise. The shall sell all other merchandise (e.g., clothing, giftware, supplies, etc.) at prices competitive in the local area and competitive in the college bookstore industry. The Successful Proposer shall make a significant effort to provide emblematic/logo merchandise at multiple price points.

C.2.12 **General Merchandise Pricing Policies Submittal Requirements**

a. Acknowledge acceptance of TBR’s General Merchandise Pricing Policies Program Requirements as described in Section C.2.11.

**GENERAL MERCHANDISE AND MARKETING**

C.2.13 **General Merchandise and Marketing Strategy Program Requirements**

a. General Merchandise Selection. The Successful Proposer shall provide a full range of general merchandise including emblematic clothing, emblematic gifts, computer software, computer/technology products, general books, reference books, novelty gifts, school supplies, art supplies and art kits, uniforms, nursing kits, welding program supplies, dental program supplies, greeting cards, convenience items, health and beauty aids (HBA’s), special order services, graduation related merchandise, and other services expected from a full-service Bookstore.

b. Emblematic Clothing and Gifts. The Proposer shall promote and brand the Colleges by offering a broad selection of emblematic clothing and gifts that comply with the Colleges current or future licensing requirements, design guidelines, and requirements for branded products. The Successful Proposer shall provide exceptional value to customers by offering high quality products and services at fair prices and multiple price points.

c. General Books/Reference. The Successful Proposer shall provide a selection of general books and reference books, including a selection of general book Bestsellers.

d. Course Related Supplies. The Successful Proposer shall provide sufficient quantities all course related supplies, including welding program supplies, nursing kits, etc.

(Note: See “Customized Bookstore Services, Attachment C for detailed information regarding specialized general merchandise/course related supply requirements.)

e. New Product Lines. The Successful Proposer shall continually expand and introduce new product lines that appeal to customers (e.g., students, faculty, staff, alumni, and visitors) and generate traffic into the Bookstore.

f. Website/Social Media. The Successful Proposer shall maintain a full-service Bookstore Website. The Website will feature a full range of emblematic merchandise. The Successful Proposer shall develop and implement a social media marketing and promotion strategy. To the extent that the Successful Proposer develops its own social media sites (e.g., Facebook, Instagram, Twitter) or integrates with College sites, the Successful Proposer shall be required to keep its posted information up-to-date, refresh its sites frequently; consistent with effective social media strategies, and conform to College social media standards and practices.

g. Graduation Merchandise. The Successful Proposer shall offer graduation merchandise (e.g., regalia sales as defined by each College, class rings, announcements, etc.) in the Bookstore and at other locations as designated by the Colleges during Graduation.

h. Licensing Program. The Successful Proposer shall only purchase branded merchandise from vendors who adhere to current or future College Licensing Program requirements.

i. Vendor Code of Conduct. The Successful Proposer must have a vendor code of conduct policy. The policy must ensure that all vendors with whom the Successful Proposer does business meet FLA (Fair Labor Association) and WRC (Worker Rights Consortium) standards.

j. Marketing/Advertising Plan. The Successful Proposer shall implement a comprehensive Marketing/Advertising Plan in order to communicate effectively with customers and to promote the Bookstore’s products and services.

C.2.14 **General Merchandise and Marketing Strategy Submittal Requirements**

a. Acknowledge acceptance of TBR’s General Merchandise and Marketing Strategy Program Requirements as described in Section C.2.13.

b. Emblematic Logo Merchandise Sales. Proposer to provide a detailed description of its plan to increase the sales of emblematic/logo merchandise, clothing, and gifts to students, faculty, staff, and alumni. Proposer to describe its plan to market emblematic/logo merchandise, including selling and promoting emblematic/logo merchandise on the Bookstore Websites.

c. General Books/Reference. Proposer to provide a detailed description of its plans to provide a selection of general books and reference books, including a selection of general book Bestsellers.

d. Course Related Supplies. Proposer to provide a detailed description of its plans to provide sufficient quantities of all course related supplies, including welding program supplies, nursing kits, etc.

e. New Product Lines. Proposal shall describe its plans for new or expanded product lines and/or services to be offered at the Bookstore, including an emphasis on product lines and/or services that will meet the needs of students, faculty, staff and alumni.

f. Campus Events. Proposer to describe its plans to take advantage of campus events and activities at the Colleges organized by other campus entities, and/or its plans to create its campus events and activities in order to generate additional sales.

g. Marketing/Advertising/Social Media Plan. Proposer shall describe its marketing, advertising, and social media plan for the Bookstore.

**TENDER TYPE / DISCOUNTS**

C.2.15 **Tender Type / Discounts Program Requirements**

a. Tender Types. At a minimum, the shall accept cash, personal checks, major credit cards, College campus card, Bookstore gift cards, bank debit cards, department charges, scholarship charges/vouchers, third-party agency charges, and financial aid account charges/vouchers. The Successful Proposer shall be solely responsible for all expenses and collection of debts resulting from cash, personal checks, credit cards, and bank debit card transactions.

b. College Campus Cards. The Successful Proposer shall provide at its sole expense the hardware, software, and interfaces necessary in order to accept the Colleges Campus Cards and/or other smartcards utilized by the Colleges in the future, at the Bookstores. The Successful Proposer shall submit monthly invoices to the Colleges for reimbursement of Campus Card transactions.

c. Department Charges. Departments shall be allowed to charge department purchases at the Bookstores.

d. Gift Certificates/Gift Cards. The Successful Proposer shall accept unredeemed gift certificates and unredeemed gift cards (i.e., gift certificates and gift cards that were sold to customers by the Bookstore prior to the commencement of the contract).

C.2.16 **Tender Type / Discounts Program Submittal Requirements**

a. Acknowledge acceptance of TBR’s Tender Type/Discounts Program Requirements as described in Section C.2.15.

**TECHNOLOGY PROGRAM**

C.2.17 **Technology Program Requirements**

a. Technology Investment. The Successful Proposer shall provide state-of-the-art technology (e.g., bookstore computer system, point-of-sale system, computerized textbook management system, technology necessary to comply with HEOA, alternative technology for course materials, etc.) to deliver the desired level of service. (Note: TBR will not buy out the un-depreciated portion of the Successful Proposer’s technology investment at the termination, expiration, or non-renewal of the contract.)

b. Technology Integration. The Successful Proposer’s systems shall have the ability to interface, at the Successful Proposer’s sole expense, with current or future College systems. This includes integration with Banner and D2L to provide access for students to know what they will need, as well as what the Successful Proposer needs to order to make available the goods/services students and faculty need on the first day of class.

c. Website. The Successful Proposer shall provide and maintain a Website for the Bookstores. The Website shall be fully integrated so that all functions are available at all Bookstore locations. The site shall conform to TBR and the Colleges design guidelines and link to and from the Colleges Websites. The Website shall include, but not be limited to, the ability for customers to order and reserve textbooks, general books, and general merchandise. The Website shall offer registration integration, online buyback, and the ability for faculty to submit textbook adoptions online. All aspects of the Bookstore Website, including products sold (whether by the Successful Proposer or by a third-party vendor), links to and/or from the Bookstore Website, and advertising accepted, shall require the Colleges prior written approval. Third-party vendors on the Website must be pre-approved by the College Administrations.

The Website shall include a consolidated feature that allows students to order course materials for courses taken at the College campuses or at that College’s satellite campus depending upon their course material needs.

d. College Campus Cards. The Successful Proposer must be able to accept the Colleges Campus Cards as a tender type, which includes integration with the Colleges systems and processing of financial aid transactions.

e. PCI Compliance. To ensure all possible steps are taken to secure student, faculty, staff, and customer personal data, all in-store technology and e-commerce processing must be PCI compliant. The Successful Proposer must provide a statement acknowledging they are in PCI Compliance and going forward will provide any documentation that may be required.

f. Europay, Mastercard, And Visa (EMV) Compliance. The Successful Proposer shall ensure the Bookstore is compliant with EMV standards for authorizing credit and debit card transactions.

g. Customer Data. Customer data shall not be shared or sold by the Successful Proposer without the express written approval of the customer.

The Successful Proposer shall notify the Colleges promptly of any security breach that results in the unauthorized access, disclosure, or misuse of customer data. The Successful Proposer shall, within one day of discovery, report to the Colleges any use or disclosure of customer data not authorized in writing by the customer. The Successful Proposer’s report to the Colleges shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the customer data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, if known (iv) what the Successful Proposer has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure,  (v) what corrective action the Successful Proposer has taken or shall take to prevent future similar unauthorized use or disclosure, and (vi) such other information as reasonably requested by the Colleges.  The above provisions shall be extended by contract to all subcontractors used by the Successful Proposer who are provided access to customer data by the Successful Proposer.

C.2.18 **Technology Program Submittal Requirements**

a. Acknowledge acceptance of TBR’s Technology Program Requirements as described in Section C.2.17.

b. Technology Plans. Proposer to describe its plans for computerization, automation, technology, point-of-sale systems (POS), etc., and explain how implementation of these plans will benefit TBR, the Colleges, and the Bookstore.

c. Website/E-Commerce Plans. Proposer to include a detailed description of its plans to offer the following:

* Course materials reservation program
* Online textbook ordering program
* Online textbook adoption program
* Online buyback program
* Registration integration program
* Compliance to HEOA (i.e., textbook ISBN number availability)
* Online ordering program for general merchandise (i.e., emblematic clothing and gifts)

**FACILITY PROGRAM**

C.2.19 **Facility Program Requirements**

a. The Bookstores will remain in their current locations as described in Attachment 6.13a of this RFP.

C.2.20 **Facility Program Submittal Requirements**

a. Facility Plans. Proposers are required to submit proposed facility plans to provide state-of-the-art facilities for the Bookstores as part of their response to this RFP. Proposed facility plans should be provided for each institution.

Proposed facility plans should reflect the Colleges desire for state-of-the Bookstores that improve customer satisfaction. Proposers are encouraged to be creative with respect to their plans for the facilities. Proposed facility plans should be provided for each institution.

*(Note: Proposers are required to provide a proposed facility investment as part of their response to the Financial Proposal Submittal Requirements, “Facility Investment,” Section D5 of this RFP. In addition, Proposers are required to complete the Financial Bid Form, Attachment 6.6)*

**MISCELLANEOUS**

C.2.21 **Miscellaneous Program Requirements**

a. College Obligations. The Colleges shall provide the Successful Proposer with:

* Bookstore, offices, and stock room facilities as described in “Demographic/Institution Information,” Attachment A of this RFP
* Access to campus web services, campus telephone services, and voice answering system at the standard College rate
* Campus security service for the Bookstores provided by the Colleges in the same manner provided for other College buildings.

b. Successful Proposer Obligations. The Successful Proposer shall provide the following as part of its management and operation of the Bookstores:

* Vehicles. The Successful Proposer shall provide Vehicle(s) necessary (if any) for the operation of the Bookstores.
* Cleaning and Maintenance. The Successful Proposer shall properly maintain (to the satisfaction of the Colleges) the interior of the Bookstores, including daily cleaning of floors, walls, windows, fixtures, furniture, equipment, etc., and other related custodial services.
* Minor Repairs. The Successful Proposer shall be responsible for minor repairs to the interior of the Bookstores.
* Emergency Key. The Successful Proposer shall supply an emergency key to be left with the College at each location.
* Internal Security. The Successful Proposer shall collaborate with each Colleges Office of Safety and Security and the College Administrations concerning questions of discipline, enforcing regulations, and internal security and theft control in the Bookstore. The Successful Proposer's first point of contact with regard to security and safety issues for the Bookstore shall be the Colleges Office of Safety and Security.

C.2.22 **Miscellaneous Program Submittal Requirements**

a. Acknowledge acceptance of TBR’s Miscellaneous Requirements as described in Sections C.2.21.

b. Transition Plan. Proposer to describe its transition plan, including, at a minimum, the following:

* Timeline and dates including, but not limited to, key milestones such as employee/staff communication, campus communication, technology implementation, etc., for both its physical and online presence
* Miscellaneous/Other
* Expectation of Institutional assistance during the implementation process (i.e., key employees, institutional tasks/customizations)

c. Additional Information. Proposer to provide TBR with additional information it feels is pertinent.

**C.3 Accessibility Requirements**

All Informational Material and Technology (IMT) developed, purchased, upgraded or renewed by or for the use of the Tennessee Board of Regents (TBR) will comply with all applicable TBR policies, Federal and State law and regulations including but not limited to the accessibility guidelines set forth in [Web Content Accessibility Guidelines 2.0 A & AA](http://www.w3.org/TR/2008/REC-WCAG20-20081211/), [EPub3 Accessibility guidelines](http://idpf.org/a11y), [Section 508](http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh) and all other regulations promulgated under Section 504 of the Rehabilitation Act and Title II of The Americans with Disabilities Act as amended. Further:

* 1. Compliance means that a person with a disability can acquire the same information, engage in the same interactions, and enjoy the same goods and/or services as a person without a disability, in an equally effective and integrated manner, with substantially equivalent ease of use.
  2. The Successful Proposer warrants that any IMT purchased by, developed, upgraded or renewed for TBR will comply with the aforementioned accessibility guidelines and the contractor/vendor will provide accessibility testing results, written documentation verifying accessibility including the most recent VPAT for the product/service identified in this document.
  3. The Successful Proposer will promptly respond to and resolve accessibility issues/complaints, and to indemnify and hold the TBR harmless in the event of claims arising from inaccessibility of the Successful Proposer’s/vendor’s product(s) or service(s).
  4. Proposer shall provide access to the Institution for testing/compliance review.

Additional information can be found in Attachment 6.11, Vendor Product Accessibility Statement and Documentation.

If Proposer is not compliant at this time with these standards, Proposer shall describe in response to Section C.2.2, via the Accessibility Conformance and Remediation Form (Attachment 6.12) its plan for remediation.

**C.4. Diversity Expenditures**

C.4.1 Diversity Commitment.Provide documentation of the Proposer’s commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail all of the following:

1. a description of the Proposer’s existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises;
2. a listing of the Proposer’s current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises, including the following information:
   1. contract description and total value
   2. contractor name and ownership characteristics (i.e., ethnicity, sex, disability)
   3. contractor contact and telephone number;
3. an estimate of the level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information:
   1. participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics — PERCENTAGES ONLY — DO NOT INCLUDE DOLLAR AMOUNTS)
   2. descriptions of anticipated contracts
   3. names and ownership characteristics (i.e., ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated; and
4. the percent of the Proposer’s total current employees by ethnicity, sex, and handicap or disability.

Proposers that demonstrate a commitment to diversity will advance the Institution’s efforts to expand opportunity to do business with the Institution as contractors and sub-contractors.

C.4.2 Reporting

The Institution is required to report to the Governor’s Office of Diversity Business Enterprise (GODBE) annual expenditures for businesses with the following classifications (see Attachment 6.1 for definitions of these classifications):

Small

Women

Service Disabled Veterans

Minority:

a. African American

b. Hispanic American

c. Asian American

d. Native American

e. Other Minorities

The Proposer may be required, on a quarterly basis, to provide subcontractor spend information, to each Institution, for the categories listed above to the Institutions listed in Attachment 6.8. For reporting purposes, contractors are permitted to only be classified in one of the above categories.

**C.5. Additional Goods and/or Services**

***Notice: No revenue or pricing (including required or optional pricing) information shall be included in the Technical Proposal. Inclusion of revenue or pricing information including notations that items are “free of charge” or are “at no additional cost” in the Technical Proposal may make the proposal non-responsive, and the Institution may reject it.***

Proposer shall describe any related goods and/or services available from the proposer in addition to those required in this RFP. The additional related goods and/or services may be added to the contract before contract signing at the sole discretion of the Institution. Proposer must fully describe the related goods and/or services in its Technical Proposal Response. ***Costs associated with additional related goods and/or services must be provided in the Financial Proposal only and provided on a separate attachment from the base Financial Proposal items requested.*** Additional Goods and/or Services shall not be included in the evaluation. If Proposer is not quoting any additional goods and/or services, it must state this in its Technical Response.

**C.6** **Proposer** **Finalist Presentations**

Proposers that submit responsive proposals, and receive the highest technical scores, will be designated as Finalists. Finalists will be required to make presentations to the evaluation committee. The presentations will be scheduled after the Technical Proposal review process is completed. The Solicitation Coordinator will notify all Proposers of the Finalists chosen and shall coordinate with each Finalist to schedule the date and time of presentation. If a Proposer is not chosen as a Finalist, its Financial Proposal shall remain sealed and unopened.

For remote presentations, Finalists are responsible for providing webinar link and conference call number.

Proposers are strictly limited to the time allotted and the topics provided by the Institution. Points will be deducted if presentations exceed the allotted time or deviate from the presentation topics defined by the Institution.

Presentations will last no more than one-hundred (100) minutes and Finalists and must cover the following topics:

|  |  |
| --- | --- |
| Topic | Time Allotted |
| Welcome and Introductions/Company History | 5 minutes |
| Technology/Overview of Website/User Experience  Proposer to describe and demonstrate:   * Faculty Adoption Process * Student’s View and Purchasing Process/Options * Live Demo w/Banner and D2L * HEOA Compliance * Integration with College Systems | 25 minutes |
| Course Materials Program  Proposer to describe:   * Course Materials Affordability * Course Materials Adoption Process * Communication with Faculty and Students * Digital Strategy * OER | 10 minutes |
| Staffing  Proposer to describe:   * Management Structure and Reporting (e.g., Store Managers, Regional Managers, etc.) * Management/Staff Training | 10 minutes |
| Customer Service Requirements  Proposer to describe:   * Customer Service Training * Escalation Procedures (re: service issues) * Customer Feedback/Surveys * Bookstore Advisory Boards | 10 minutes |
| General Merchandise and Marketing  Proposer to describe:   * Merchandise/Product Selection * Marketing/Advertising Program | 10 minutes |
| Facility  Proposer to describe:   * Commitment to Provide State-Of-The-Art Facilities * Store Design and Merchandising/Visual Display Resources | 10 minutes |
| Implementation and Transition Plan  Proposer to describe:   * Timeline * Required TBR/College Resources | 10 minutes |
| Additional Q & A (Committee members are welcome to ask questions of the Proposer.) | 10 minutes |

Proposers have the opportunity to receive up to the points stated in Section 5 for its presentation.

NOTE: ANY MATERIALS THAT ARE PROVIDED TO THE EVALUATION COMMITTEE DURING THE PROPOSER PRESENTATION SHALL BECOME PART OF THE RFP FILE AND SHALL BE SUBJECT TO THE TENNESSEE OPEN RECORDS ACT.

**D. Financial Proposal**

This Section includes Bookstore Financial Program and Submittal Requirements for the TBR College Bookstores and TN eCampus Program, where applicable. Proposers are required to respond to all Submittal Requirements included in this Section. Proposers shall state that it acknowledges and agrees to the to the items listed in D.3 through D.7 only and then quantify its offerings in Attachment 6.6.

***Notice: No revenue or pricing (including required or optional pricing) information shall be included in the Technical Proposal. Inclusion of Revenue or pricing information, including notations that items are “free of charge” or are “at no additional cost”, in the Technical Proposal may make the proposal non-responsive, and the Institution may reject it at its sole discretion.***

**FINANCIAL REPORTING**

**D.1 Financial Reporting Requirements**

a. Monthly Reporting. On a monthly basis, the Successful Proposer shall submit a detailed sales report to TBR and the Colleges, including sales by location, website sales, sales by category (for each location and consolidated), non-commissionable sales (with supporting detail), and consolidated sales for the Bookstore (all locations).

b. Annual Reporting. On an annual basis, the Successful Proposer shall submit a detailed Bookstore financial statement to TBR and to each of the respective Colleges. At a minimum, the Bookstore financial statement shall include the following:

* Sales by Category/Department including commissionable and non-commissionable sales
* Total Sales
* Cost of Goods Sold
* Gross Margin
* Personnel Expenses
* Direct Operating Expenses (itemized by type of expense)
* Indirect Expenses (e.g., Management Fee, Contractor Overhead Charges)
* Commission Paid to TBR
* Profit/Loss
* Dollar Amount of "Retail Textbook Buyback"
* Dollar Amount of "Wholesale Textbook Buyback"
* Web Site Sales

c. Successful Proposer’s Financial Statement. The Successful Proposer shall provide TBR with a copy of its certified company financial statement on an annual basis.

D.1.1 **Financial Reporting Submittal Requirements**

a. Acknowledge acceptance of TBR’s Financial Reporting Requirements as described in Sections D.1.

**FINANCIAL PROJECTIONS**

**D.2 Financial Projections**

a. Financial Projections. Provide financial projections for the first five (5) years of operation of the Bookstores. Projections must include the following:

* Sales by Category/Department (**for each location and consolidated**)
* Total Sales (**for each location and consolidated**)
* Cost of Goods Sold
* Gross Margin
* Personnel Expenses
* Direct Operating Expenses (itemized by type of expense)
* Indirect Expenses (i.e., Management Fee, Company Overhead Charges)
* Commission to TBR
* Profit/Loss
* Web Site/E-Commerce Sales

**FINANCIAL PROPOSAL**

**D.3** **Financial Proposal Submittal Requirements**

One of the goals of TBR is to maximize the Bookstores financial return by increasing top line sales and generating strong commissions. The financial return that the Successful Proposer shall remit to TBR will be comprised of the following components:

* Financial Return (see Section D.3a)
* Aggregate Signing Bonus (see Section D.3b)
* Aggregate Additional Financial Incentives (see Section D.3c)

a. Financial Return. Please describe the financial return the Proposer will remit for the operation of the Bookstores, including the following:

* The minimum annual guarantee
* The commission schedule expressed as a percentage of Commissionable Sales (see definition, below)
* The commission on Pure Digital Course Materials Sales
* The commission on TN eCampus Sales

TBR’s requirements pertaining to the Proposer’s financial return are as follows:

* **"Gross Sales"** shall be defined as all sales of the Successful Proposer and revenue received by the Successful Proposer based upon all business conducted in or from the Bookstores for any product or service offered by the Bookstores, including revenue received from textbook rentals. This includes all orders taken or received at the Bookstores, whether such orders are placed at the Bookstores, via the internet (i.e., "on-line sales"), orders received through the Bookstores Websites, or elsewhere. Gross Sales shall include any commissions, and rebates received by the Successful Proposer (whether such commissions and/or rebates are received at the store level or at the corporate office) from products such as class rings, clothing, general merchandise, etc.; and commissions and rebates received by the Successful Proposer (whether such commissions and/or rebates are received at the store level or at the corporate office) for authorized sales by other companies or organizations on the Bookstore Websites.
* **"Commissionable Sales"** shall be defined as Gross Sales less:

- Voids

- Customer refunds

- Handling fees associated with the non-return of rental textbooks

- Discounted sales to authorized College Departments

- Discounts (provided that the discount amount thereof was included in Gross Sales)

- Sales tax paid by the Successful Proposer to any government agency which was collected from customers

- Computer hardware sales

- Sales made at no margin by the Successful Proposer at the request of the College

* **"Pure Digital Course Materials Sales"** shall be defined as digital-only content that is adopted by TBR Faculty as course materials for academic instruction, and sold at a gross margin less than twenty percent (20%). Pure Digital Course Materials Sales, regardless of margin amount, shall not include sales of Net-Priced Bundled Packages or any other bundled packages of Course Materials adopted by TBR Faculty that include physical content and digital content, including, but not limited to, textbook, workbook, course packets, CD/DVD, custom published printed materials or other physical course materials bundled with a passcode for digital only content. These bundled course materials of physical and digital content as well as Pure Digital Course Material Sales with a gross margin exceeding 20% shall be included in the calculation of Commissionable Sales for the full commission rates.
* The Successful Proposer shall pay the Colleges the greater of either (i) the financial return based on the commission schedule, or, (ii) the minimum annual guarantee.
* Payments shall be made to the Colleges based on the Bookstores’ Commissionable Sales on a monthly basis via electronic funds transfer (EFT). The Colleges shall have the option to select either (i) monthly payments according to the commission schedule, or, (ii) monthly payments based on one-twelfth (1/12th) of the minimum annual guarantee. Regardless of the payment method selected by the Colleges, payment of any amount due in excess of payments already received shall be made annually, within thirty (30) days following the end of each contract year.
* The Successful Proposer shall be solely responsible for the collection of any debts resulting from checks, credit cards, charge cards, debit cards, etc.
* The Successful Proposer shall maintain complete and accurate records of all transactions in accordance with generally accepted accounting standards and principles. The Successful Proposer shall make all records available for inspection by authorized TBR representatives.

b. Aggregate Signing Bonus. Please provide the Aggregate Signing Bonus that Proposer shall provide to TBR for the operation of the Bookstores. The Aggregate Signing Bonus shall be one payment made to TBR by the Successful Proposer, on July 1, 2018.

c. Additional Financial Incentives. Describe each type of additional financial incentive that Proposer will provide along with the corresponding amount for each incentive (e.g., Textbook Scholarships, General Scholarships, etc.).

d. Additional Financial Offerings. Proposer’s optional offerings related to this RFP must be provided on a separate document within the Financial Proposal.

*(Note: In addition, Proposers are required to complete the Financial Bid Form, Attachment 6.6)*

**FACILITY INVESTMENT**

**D.4 Facility Investment Requirements**

a. Ownership of Facility Investment and Fixtures. All capital investments and fixtures in the Bookstore facilities shall become the property of TBR at the termination, expiration, or non-renewal of the contract. If the contract, or extensions thereto, is terminated by TBR without cause (see Section 4.17b) prior to the capital investment being fully depreciated, then TBR will reimburse the Successful Proposer for the undepreciated portion of the capital investment in the Bookstore facilities, and all capital investments and fixtures shall become the property of TBR. If the contract is terminated for cause as outlined in Section 4.17a or for bankruptcy as outlined in Section 4.17c, TBR shall not reimburse the contractor for the undepreciated portion of the capital investment, and all capital investments and fixtures shall become the property of TBR.

b. Depreciation. The capital investment by the Successful Proposer in the Bookstore facilities shall be depreciated on a straight-line basis over seven (7) years.

c. College Approvals. The facility investment for the Bookstores must meet the Colleges standards; must be approved in advance by the Colleges; must comply with all procurement and permitting regulations and all laws; and must be coordinated by the Successful Proposer in conjunction with the Colleges. Any third-party contractor used by the Bookstore contractor to assist with making facility improvements must be approved in advance by the Colleges.

d. Accounting of Facility Investment. The contractor shall provide the Colleges with a full accounting of its facility investment, including copies of invoices paid to vendors for the facility investment. Copies of invoices shall be provided to the Colleges within sixty days from completion of the facility investment, or earlier if requested by the Colleges.

e. Investment Difference. If the actual amount spent by the contractor on the facility investment is less than the amount offered in the contractor’s Proposal, the contractor shall pay the Colleges the difference between the actual amount spent and the amount offered, payable within sixty (60) days following the completion of the facility investment. If the actual amount spent by the contractor on the facility investment is more than the amount offered in the contractor’s Proposal, the contractor shall be solely responsible for all costs necessary to complete the facility improvements.

f. Design Fees. All Bookstore design fees and planning fees associated with facility improvements shall be incurred solely by the contractor and the contractor shall treat all design and planning fees as the contractor’s operating expenses. Design fees and planning fees shall not be included as part of the capital investment to be depreciated.

g. Signage. Any proposed exterior signage, banners, etc., must be approved by the Colleges and must adhere to the Colleges requirements.

h. Timing of Facility Investment. The timing of the facility investments shall be determined by the Colleges in cooperation with the contractor.

**D.5 Facility Investment Submittal Requirements**

a. Acknowledge acceptance of TBR’s Facility Investment Requirements as described in Section D.4.

b. Facility Investment. Proposer to describe its financial commitment to provide TBR with state-of-the-art Bookstore facilities, as described in Section C.2.20. Proposers are required to provide a capital investment for each of the TBR Bookstores.

*(Note: In addition, Proposers are required to complete the Financial Proposal Form, Attachment 6.6., as part of its Financial Proposal Response)*

*(Note: The capital investment in the facilities must not include technology and equipment. The technology investment must appear as a separate line item on the Financial Bid Form.)*

**TECHNOLOGY INVESTMENT**

**D.6 Technology Investment Submittal Requirements**

**Technology Investment**

a. Technology Investment. Proposer to include its estimated capital investment for technology/automation in the Bookstore at each location (excluding website development costs) and a timeline for its automation plans. Include Proposer’s plan for integration with the Colleges systems. The Colleges will not buy out the undepreciated portion of the contractor’s technology investment at the expiration, termination, or non-renewal of the contract.

*(Note: In addition, contractors are required to complete Cost/Revenue Proposal Form, Attachments 6.6.)*

**INVENTORY PURCHASE**

**D.7** **Inventory Purchase**

The Successful Proposer shall be required to purchase the Bookstore inventories (for each institution) at the current contractor’s cost or institution’s cost from the current contractor or institution. The Successful Proposer shall purchase the Bookstore inventories as follows:

* New textbooks that have been adopted for an upcoming term or semester shall be purchased by the Successful Proposer up to the quantity of anticipated enrollment at the actual cost to the current contractor or institution (i.e., publisher’s invoice cost).
* Used textbooks that have been adopted for an upcoming term or semester shall be purchased by the contractor up to the quantity of anticipated enrollment at the Bookstores current new textbook retail price, less the standard industry purchase cost factor (i.e., fifty percent (50%) as of March 2018).
* All general books (trade books, reference books, technical books, etc.) in clean and saleable condition shall be purchased at invoice cost.
* All general merchandise in clean and saleable condition shall be purchased at invoice cost. General merchandise includes, but is not limited to; art supplies, school and office supplies, course related supplies, computer software, computer peripherals, computer supplies, general merchandise, emblematic clothing, uniforms, gifts, greeting cards, convenience items, health and beauty aids (HBA’s), graduation merchandise, etc.

D.7.1 **Inventory Payment**

The Successful Proposer shall pay the current contractor or institution for the Bookstore inventories within thirty (30) days from the commencement of the contract.

D.7.2 **Inventory Purchase at End of Contract**

At the termination of the contract, or any extensions thereto, the Colleges or a subsequent contractor shall purchase the Bookstore inventories from Successful Proposer in the same manner as outlined in Section D7.

All national textbook rental titles shall be collected by the contractor at the termination of the contract and will be the property of the contractor.

D.7.3 **Furniture, Fixtures, and Equipment**

The Successful Proposer shall have the option to use the existing furniture, fixtures, and equipment located within the Bookstores that are owned by the Colleges at the commencement of the contract. Any College-owned furniture, fixtures, and equipment in the Bookstores which the Successful Proposer decides to no longer utilize in the operation of the Bookstores shall be turned over to the College.

The Successful Proposer shall be responsible to maintain any furniture, fixtures, and equipment located within the Bookstores at its expense. At the expiration, termination, or non-renewal of the contract, the contractor shall return any College-owned furniture, fixtures, and equipment used to the Colleges in the same condition as at the commencement of the contract, excepting normal wear and tear.

With respect to the furniture, fixtures, and equipment provided by the Colleges, the Colleges make no implied or express warranties, including, but not limited to, the implied warranties of functionality and fitness for a particular purpose. Unless otherwise specifically agreed, all College furniture, fixtures, and equipment offered for the contractor’s use is supplied in “as is” condition and the Successful Proposer shall use it at their own risk. The listing of furniture, fixtures, and equipment inventory shall be incorporated into the contract between the Successful Proposer and the Colleges.

**D.8 Inventory Purchase Submittal Requirements**

a. Acknowledge acceptance of TBR’s Inventory Purchase Requirements as described in Section D.7.

**ATTACHMENT 6.5**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A** | | | | |
| **SECTION A — MANDATORY REQUIREMENTS** | | | | |
| | **TECHNICAL PROPOSAL & EVALUATION GUIDE**  **SECTION A: MANDATORY REQUIREMENTS.**  The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.  The Solicitation Coordinator will review the Proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Chief Procurement Officer must review the Proposal and attach a written determination. A determination that a proposal is non-responsive must be approved by the Chief Business Officer before notice may be sent out that the Proposal has been rejected. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each Proposal for compliance with all RFP requirements. | | --- | | | | | |
| **PROPOSER LEGAL ENTITY NAME:** | | |  | |
| * The Proposal must be delivered to the Institution no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events. * The Technical Proposal and the Financial Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., *et. seq.*). * The Technical Proposal must NOT contain cost or pricing information of any type. * The Technical Proposal must NOT contain any restrictions of the rights of the State/Institution or other qualification of the Proposal. * A Proposer must NOT submit alternate Proposals. * A Proposer must NOT submit multiple Proposals in different forms (as a prime and a sub-contractor). | | | | |
| **Proposal Page # (Proposer completes)** | **Item Ref.** | **Section A— Mandatory Requirement Items** | | **Pass/Fail** |
|  | **A.1.** | Provide the Technical Transmittal and Statement of Certifications and Assurances (Attachment 6.3) completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract.  ***Each Proposer must sign the Technical Transmittal and Statement of Certifications and Assurances without exception or qualification.*** | |  |
|  | **A.2.** | Provide a Statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (*e.g.,* employment by the State of Tennessee) and, if so, the nature of that conflict.  ***NOTE: Determination of conflict of interest shall be solely within the discretion of the Institution, and the Institution reserves the right to cancel any award.*** | |  |
|  | **A.3.** | Provide a current bank reference indicating that the Proposer’s business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, on bank letterhead, signed, and dated within the past three (3) months. | |  |
|  | **A.4.** | Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, on reference’s letterhead, signed, and dated within the past three (3) months. | |  |
|  | **A.5.** | Provide **EITHER**:  (a) an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.); **OR**  (b) a Dun & Bradstreet short-form report, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer. | |  |
|  | **A.6.** | Minority/Ethnicity Form (Attachment 6.1). | |  |
|  | **A.7.** | Provide a copy of a valid, current certificate of insurance indicating general liability insurance. Prior to contract award, successful Proposer will be required to submit a valid, current certificate of insurance with the limit requirements provided in Section 4.8 above. | |  |
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| **TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B** | | |
| **PROPOSER NAME:** |  | |
| **SECTION B — QUALIFICATIONS & EXPERIENCE** | | |
| **The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).**  **A Proposal Evaluation Team, made up of three or more Institution employees, will independently evaluate and score the proposal’s “qualifications and experience” responses.** | | |
| **Proposal Page # (to be completed by Proposer)** | **Qualifications & Experience Items** | **Points Awarded** |
|  | **B.1** Describe the Proposer’s form of business (*i.e*., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, email address and telephone number of the person the Institution should contact regarding the proposal. |  |
|  | **B.2** Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer’s company within the last ten years, and if so, an explanation providing relevant details. |  |
|  | **B.3** Provide a statement of whether the Proposer or any of the Proposer’s principals, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled *nolo contendere* to any felony, and if so, an explanation providing relevant details. |  |
|  | **B.4** Provide a statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer’s performance in a contract under this RFP. |  |
|  | **B.5** Provide a statement of whether, in the last ten years, Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details. |  |
|  | **B.6** Provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer’s performance in a contract under this RFP. |  |
|  | **B.7** Provide a brief, descriptive statement indicating the Proposer’s credentials to deliver the requested goods and/or services. |  |
|  | **B.8** Indicate how long the Proposer has been providing the requested goods and/or services and include the number of years in business. |  |
|  | **B.9** Indicate the Proposer organization’s number of employees, client base, and location of offices (list all offices in the State). |  |
|  | **B.10** Provide a narrative description of the proposed project team and its organizational structure, list its members, and include resumes. (The Institution reserves the right to approve any changes in the proposed project team). Information about each project team member shall include, but not be limited to, the following:   1. Contact Name 2. Title 3. Years with the Proposer’s firm |  |
|  | **B.11** Provide a statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform. The area of the state that each subcontractor will cover must be included. |  |
|  | **B.12** Provide a statement of whether or not the Proposer has any current contracts with higher education institutions or has completed any contracts with higher education institutions within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:  (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;  (b) the procuring higher education institution;  (c) a brief description of the contract’s scope of services;  (d) the contract period; and  (e) the contract number.  NOTES:   * Current or prior contracts with higher education institutions are not a prerequisite and are not required for the maximum evaluation score, and the existence of such contracts with higher education institutions will not automatically result in the addition or deduction of evaluation points.   ***Each evaluator will generally consider the results of inquiries by the Institution regarding all contracts noted. Current or prior contracts with the higher education institutions are not a prerequisite and are not required for the maximum evaluation score possible, and the existence of such contracts with the Institution will not automatically result in the addition or deduction of evaluation points.*** |  |
|  | **B.13** Provide customer references from individuals who are not current or former Institution employees for projects similar to the goods and/or services sought under this RFP and which represent:   * two (2) accounts Proposer currently services that are similar in size to the Institution; and * three (3) completed projects/contracts   References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which must be used and completed, is provided at RFP Attachment 6.7. References that are not completed as required may be deemed non-responsive and may not be considered.  The Propose will be solely responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below.  (a) Add the Proposer’s name to the standard reference questionnaire at RFP Attachment 6.7. and make a copy for each reference.  (b) Send a reference questionnaire and new, standard #10 envelope to each reference.  (c) Instruct the reference to:  (i) complete the reference questionnaire;  (ii) sign and date the completed reference questionnaire;  (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;  (iv) sign his or her name in ink across the sealed portion of the envelope; and  (v) return the sealed envelope directly to the Proposer (the Proposer may wish to give each reference a deadline, such that the Proposer will be able to collect all required references in time to include them within the sealed Technical Response).  (d) Do NOT open the sealed references upon receipt.  (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.  NOTES:   * The Institution will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. * The Institution will not review more than the number of required references indicated above. * While the Institution will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the Institution reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.   The Institution is under no obligation to clarify any reference information. |  |
|  | **B.14.** Provide a complete client list that includes length of service, number of physical bookstores, number of virtual-only course materials stores, sales volume, and the name and telephone number of the administrator responsible for the bookstore. Identify at least five (5) clients with bookstores similar in nature to the TBR Bookstores including large community college systems. |  |
| *(Maximum Section B Score = 50)* | | |

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| **TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C** | | | | |
| **The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (with the associated item references). A Proposal Evaluation Team, made up of three or more Institution employees, will independently evaluate and score the proposal’s response to each item.** | | | | |
| **Technical Requirements** | | **Points Awarded** | |
| **C.1** **Technical Mandatory Pass/Fail Requirements** (Proposer shall validate in its response its understanding of these mandatory requirements and its ability to provide the required goods and/or services as well as describe in detail the sub-contractors it uses for these goods and/or services and how each process is conducted.  Proposer shall validate in its Technical Response its ability to provide the following goods and/or services. | | |  | |
|  | C.1.1 **General Requirements**   1. Proposer shall validate in its response its understanding that its operations plan for goods and/or services proposed meet the RFP requirements. 2. Proposer shall validate in its response its understanding that it must be able to meet the full range of instructional needs for all campus populations. 3. Proposer shall validate in its response that it does have an on-line presence to service the student community. 4. Proposer shall validate in its response that it is fully integrated with the Ellucian Banner ERP product (Banner 8.X and 9.X) and Desire2Learn (D2L) Online Course Management System (Version 10.7.4). | |  | |
|  | C.2.1 **Operations Program Requirements**  a. Bookstore Names. The names of the Bookstores shall be determined by each TBR College.  b. Successful Proposer Duties/Responsibilities. The Successful Proposer shall operate the Bookstore on its own credit and shall furnish at its own expense all merchandise, equipment, labor, supplies, and services required to perform its duties and responsibilities as required by TBR.  c. Products and Services. The Successful Proposer shall provide TBR with a full range of course materials, new textbooks, used textbooks, digital course materials, custom published materials, rental textbooks, general books, bestsellers, reference books, supplies, art supplies and art kits, computer software, computer/technology products, medical supplies, uniforms, nursing kits, welding kits, specialty course related supplies, general merchandise, emblematic clothing, emblematic gifts, greeting cards, convenience items, health and beauty aids (HBA’s), special order services, graduation related merchandise, and other services expected from a full-service Bookstore. **TBR strongly encourages Proposals that include any additional products or services that can be offered to enhance value to students and the TBR community; generate traffic in the Bookstore; and assist with transitioning from a traditional college bookstore to a retail destination offering state-of-the-art campus retail services.**  d. Customized Bookstore Services. The Bookstores offer a variety of customized services at each institution. The Successful Proposer shall provide customized services to meet the needs of each institution as described in “Customized Bookstore Services,” Attachment 6.13b of this RFP.  e. Right to Operate Bookstore. The Successful Proposer shall have the right to operate the Bookstore at each campus. However, the College Administrations may authorize the sale of certain items by approved vendors, student groups, or by organizations of each institution.  The Successful Proposer must recognize that TBR is focused on course materials affordability for TBR Students.  As part of this focus, TBR will continue to explore all options regarding the digital delivery of course materials and course content, including Open Educational Resources (OER), etc. It is TBR’s hope that the Successful Proposer will bring value-added programs and services with respect to digital delivery.  f. College Authority Re: Product Offerings. The Successful Proposer shall withdraw from display or sale, any item or items, which the Colleges request not be displayed or sold.  g. Locations/Programs. The Successful Proposer shall manage and operate the College Bookstores and Websites as described in the Overview of this RFP.  (Note: See “Demographic/Institution Information,” Attachment 6.13a for detailed information regarding each institution.)  h. Satellite/Pop-up Locations. The Successful Proposer shall provide services to off-site locations/satellite campuses (to include ongoing as well as pop-up capabilities).  i. College Rights Re: Bookstore Locations. The College has the right to add or remove Bookstore locations if the College deems such additions or removals are in the best interest of the institution.  j. Fixtures/Equipment for Special Events. The Successful Proposer shall, at its sole expense, provide any necessary fixtures or equipment (e.g., cart, tent, POS terminal, etc.) to sell emblematic or general merchandise at designated special events on each campus to capitalize on sales opportunities.  k. Website/Social Media. The Successful Proposer shall manage and operate a full-service Website, and social media program for the Bookstore.  l. Special Events. The Bookstore shall support special events (lectures, readings, speakers, etc.) on campus by selling books at College events.  m. Trash Removal/Recycling. The Successful Proposer shall participate in the College’s recycling program. The Successful Proposer shall remove all trash and recyclable materials and place them in the proper recycling containers as designated on each campus.  n. Environmental/Sustainability Practices. The Successful Proposer shall utilize environmentally friendly practices in its operation of the Bookstore and shall abide by all College environmental/sustainability practices.  o. Reporting Requirement. The Successful Proposer shall report to TBR’s Assistant Vice Chancellor for Purchasing and Contracts, or designee, for matters pertaining to the contract. The Successful Proposer’s Regional Manager will meet with TBR’s Assistant Vice Chancellor for Purchasing and Contracts, or designee and designees of each campus on a quarterly basis, at a minimum, to review performance. Each College shall have a designated contract Administrator to oversee the contract with respect to the Bookstore operations pertaining to their campus.  p. Licensing, Permits, Taxes. The Successful Proposer shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this contract, and shall post or display in a prominent place such permits and/or notices as are required by law. The Successful Proposer shall pay for any and all taxes and assessments attributable to the operation of the Bookstore provided herein, including, but not limited to, sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes. | |  | |
|  | C.2.2 **Operations Submittal Requirements**  a. Acknowledge acceptance of TBR’s Operations Program Requirements as described in Section C.2.1.  b. Management Plan. Proposer to describe its management/operations plan for the College Bookstores and the TN eCampus Program described in the Overview and Section C.2.1g of the RFP. | |  | |
|  | C.2.3 **Customer Service Program Requirements**  a. Customer Service Expectations. The Successful Proposer shall provide excellent customer service at the Bookstore, including processing customers efficiently during Rush, both in-store and online.  b. Nametags/Identification Tags. The Successful Proposer shall ensure that all TBR Bookstore employees wear nametags/identification tags.  c. Image of The Bookstore. The Successful Proposer shall operate the Bookstore in a manner that reflects the image and reputation of the Colleges and supports the mission of the Colleges. The Successful Proposer shall become involved in the academic, cultural, and social environment at each campus, taking advantage of opportunities to offer special merchandising, marketing, and/or assistance based upon the ongoing and unique activities of each institution, and, where and when appropriate, creating temporary selling points at various sites around the campuses in connection with special events and programs.  d. Support of Student Organizations. The Successful Proposer shall cooperate to whatever reasonable extent possible to assist and be supportive to student organizations and student activities of each institution with respect to Bookstore services and merchandise.  e. Customer Feedback. The contractor shall seek customer feedback on a regular basis through methods that include, but are not limited to, customer surveys, student focus groups, customer comment cards, secret shopper programs, etc. Customer feedback results shall be shared with the TBR Administration and the Administration on each campus for evaluation and input. Individual campuses shall reserve the right to seek additional customer feedback by whatever method they deem appropriate.  f. Hours of Operation. Hours of operation shall be defined by TBR and the Colleges in conjunction with the Successful Proposer. Hours of operation shall be extended during the beginning of each academic term and to support special programs and events as necessary (e.g., Open Houses, Orientation, etc.). Changes to the defined hours of operation must be approved by TBR and the Colleges. During all hours of operation, including peak business hours and extended hours of operation, the Successful Proposer shall staff the Bookstore adequately to provide the level of service required by TBR and the Colleges.  g. Bookstore Advisory Boards. The Successful Proposer’s Bookstore Managers shall meet up to four times per year with the Bookstore Advisory Boards on each campus and with College officials to review Bookstore operations and merchandise selection. The Successful Proposer’s Regional Managers shall attend at least one Bookstore Advisory Board meeting per semester. Further, the Successful Proposer’s Bookstore Managers shall work cooperatively with the Boards, and with College officials in the development and improvement of the Bookstores programs, merchandise selection, services, and policies. The Successful Proposer shall make every reasonable effort to comply with requests from the Boards and from College officials to improve the program, services, and policies. The Bookstore Managers or his/her designees are also expected to meet periodically with deans, department heads, and other faculty members.  h. Refund Policy. The Successful Proposer’s refund policy shall be sensitive to the needs of TBR Students and customers. | |  | |
|  | C.2.4 **Customer Service Submittal Requirements**  a. Acknowledge acceptance of TBR’s Customer Service Program Requirements as described in Section C.2.3.  b. Customer Service. Describe in detail how Proposer will provide excellent customer service at the Bookstore.  c. Customer Feedback. Describe the methods Proposer will use to obtain regular feedback from Bookstore customers to ensure a high level of customer satisfaction.  d. Customer Service Training. Describe Proposer’s customer service training program for the Bookstore Staff. | |  | |
|  | C.2.5 **Staffing / Personnel Program Requirements**  a. Staffing. The Successful Proposer shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of a full-service Bookstore in accordance with the requirements established by TBR and the Colleges.  b. Organization Chart/Staffing Level. The Successful Proposer shall present its organization chart/staffing level for each campus Bookstore to the Colleges for discussion and approval to ensure there will be sufficient on-site staff to provide the required level of service. Changes or reductions to the agreed-upon staffing level shall require discussion with, and approval by, the Colleges.  c. Manager. The Manager assigned to each Bookstore location by the Successful Proposer must be approved in advance by the College Administrations. Subsequent changes in assignments will be made by the Successful Proposer only after prior consultation with, and approval by, the Colleges. TBR expects management continuity (i.e., limited turnover of the Manager) in order for the Successful Proposer to meet the expectations and requirements of the Colleges.  d. Staff Training. The Successful Proposer’s staff shall be required to complete all trainings required of campus staff.  e. Student Employees. The Successful Proposer shall look to fill employment opportunities with students at each campus, when appropriate.  f. Employee Conduct. The Successful Proposer shall be responsible for the actions of its employees, agents, and independent contractors hereunder and for the payment of all taxes, wages, benefits and other costs associated with such persons. While on each institutions’ premises, all employees, agents, and independent contractors of the Successful Proposer shall comply with all applicable College policies and procedures. The Successful Proposer shall be required to remove any such employee, agent, or independent contractor from the College at the College’s request.  g. ADA. The Successful Proposer shall comply with the Americans with Disabilities Act (ADA).  h. Equal Employment Opportunity. The Successful Proposer shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, gender or sexual orientation. The Successful Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, gender or sexual orientation.  i. Background Checks. The Successful Proposer shall assume all liability arising out of, and is solely responsible for, conducting background checks for all of the Successful Proposer’s employees, agents, or independent contractors. | |  | |
|  | C.2.6 **Staffing / Personnel Program Submittal Requirements**  a. Acknowledge acceptance of TBR’s Staffing / Personnel Program Requirements as described in Section C.2.5.  b. Company Organization Chart. Provide Proposer’s organization chart.  c. Bookstore Organization Charts. Provide Proposer’s proposed organization chart, staffing plan, and reporting structure for each Bookstore. Please indicate full-time positions and part-time positions for each Bookstore.  d. Proposer to describe its:   * Personnel policies * Hiring policies, including Proposer’s required qualifications for the Bookstore Manager at each institution * Background check program and policies * Compensation program, including incentive programs, etc. * Benefit programs (e.g., health insurance, disability insurance, vacation plan, holidays, retirement, etc.) * Commitment to hire student employees   e. Educational and Training Programs. Proposer to describe its educational and training programs.  f. Staff Training. Please confirm Proposer’s understanding of the requirement that the Successful Proposer’s staff shall be required to complete all trainings required of campus staff.  g. Corporate Support Services. Proposer to describe its corporate support services and regional management support.  h. Regional Manager Resume. Provide a resume for the Regional Manager who will be responsible for oversight of the TBR Bookstores. Include the number of accounts the Regional Manager currently oversees and the Regional Manager’s experience with community college bookstores. | |  | |
|  | C.2.7 **Course Materials Program Requirements**  a. Agent for the Collection of Textbook Adoptions. The Successful Proposer shall be the College’s agent for the collection and compilation of course materials adoptions and provide course materials to students at each institution. The Successful Proposer shall provide course materials, including all required, recommended, or suggested course materials and supplies, including textbooks, coursepacks, software, and materials published or distributed electronically.  b. College Rights Re: Adoption Data. Course materials adoption data, whether received in paper form, electronically, or otherwise, provided to the Successful Proposer by each institutions’ faculty or staff is the property of the College. The Successful Proposer shall provide course materials adoption data and/or adoption forms to the College within twenty-four (24) hours of the College’s request for copies of such adoption data and/or adoption forms.  c. Early Textbook Adoptions. The Successful Proposer, working with the faculty at each campus, shall make every effort to obtain early course materials adoption commitments in order to maximize the quantity of textbooks purchased from students for resale at the Bookstore. The Successful Proposer shall provide timely reports to faculty members concerning the status of their orders.  d. Course Materials Quantities. The Successful Proposer shall provide sufficient quantities of course materials, custom-published materials, software, and related academic supplies and materials, as required by the faculty for course work, available for purchase by students according to the schedule established by the College. This includes ensuring TBR Students will have access to course materials on or before the first day of class.  e. Comprehensive Course Materials Services. The Successful Proposer shall provide comprehensive course materials services and shall work closely with the College to support all Academic Programs.  f. TN eCampus. The Successful Proposer shall provide course materials services for all TN eCampus online programs.  g. Custom-Published Materials. The Successful Proposer shall provide custom-published materials (i.e., coursepacks), including the securing of copyright clearances in compliance with all copyright laws, production/printing, and sales.  h. Textbook Rental Program. The Successful Proposer shall provide a full-service textbook rental program at each Bookstore. TBR is extremely committed to providing a strong textbook rental program in order to reduce the cost of course materials to students. The Successful Proposer shall make a significant effort to maximize the availability of textbook rentals for TBR Students.  i. Used Textbook Program. TBR is extremely committed to providing a strong used textbook program in order to reduce the cost of course materials to students. The shall make a significant effort to maximize the availability of used textbooks for TBR Students.  j. Buyback. The Bookstore shall buy back books from students at not less than 50% of the original textbook retail price for textbooks that have been adopted for an ensuing academic term. (i.e., If a textbook was purchased new and has been readopted, then the Bookstore shall pay the student not less than 50% of the original new textbook retail price during buyback. If a textbook was purchased used and has been readopted, then the Bookstore shall pay the student not less than 50% of the original used textbook retail price during buyback). Textbooks that have not been adopted for an ensuing academic term shall be purchased at a minimum of the current wholesale price, established by national used book wholesalers and published in one of the current national used book wholesale buying guides. The Bookstore shall buy back books from students at any of the Bookstore locations, regardless of where the book was purchased.  k. Digital Course Materials. The Successful Proposer shall provide a **non-exclusive** digital delivery program that addresses the changing types of course materials, including providing digital course materials, digital textbooks, etc. Throughout the contract, the Colleges will continually evaluate digital delivery programs in the marketplace and will have the right to select alternate digital delivery programs at any time during the contract, if it is determined that such programs are in the best interests of the Colleges.  The Successful Proposer shall present all desirable innovations for the delivery of textbooks and course materials to TBR Administration and Faculty. The Successful Proposer shall work with the Administration and Faculty to determine the best possible options for the introduction of new technology and delivery mechanisms.  l. Open Educational Resources (OER). TBR recognizes the value of OER and the Successful Proposer shall accommodate the adoption of OER to support academic programs as requested by TBR Faculty.  m. Print On-Demand Services. The Successful Proposer shall provide Print on Demand Services.  n. Course Materials Data Streams/Reports. The Successful Proposer shall provide data for course materials/textbook use (course by course and school by school); data generated by courseware (e.g. My Math Lab); student generated learning data from eReaders, as requested by TBR and the Colleges.  o. Online Course Materials Ordering. The Successful Proposer’s website for each Bookstore shall include, but not be limited to, the ability for customers to order and reserve textbooks/course materials. Customers shall have the option to pick up course materials online orders at the Bookstore or have course materials shipped to their requested location.  p. Students with Disabilities. The Successful Proposer shall provide required course materials services to students with disabilities through collaboration with TBR and the Colleges.  q. HEOA/Other Laws. The Successful Proposer shall work with the Colleges to ensure compliance with the Higher Education Opportunity Act (HEOA) and all other relevant state, federal, and local laws, rules, and regulations.  r. Desk Copies. The Colleges prohibit the purchase and sale of complimentary/desk copies by the Bookstore. | |  | |
|  | C.2.8 **Course Materials Submittal Requirements**  a. Acknowledge acceptance of TBR’s Course Materials Program Requirements as described in Section C.2.7.  b. Course Materials Market Share. Proposer to describe its plans to develop and implement an active strategic plan to protect the Bookstore’s course materials market share. Include plans to develop strong relationships with faculty at each campus and plans to market and promote course materials to students at each campus.  c. Services and Programs. Proposer to describe in detail the course materials services and programs that it will provide to faculty and students at each campus (e.g., textbook reservation program, online adoption program, registration integration program, etc.).  d. Custom Publishing/Coursepack Program. Proposer to describe its custom publishing/coursepack program.  e. Academic Programs. Proposer to describe its plans to provide comprehensive course materials services to support specialized Academic Programs at the Colleges.  f. TN eCampus Programs. Proposer to describe its plans to provide comprehensive course materials services to support all TN eCampus Programs, including current and/or future distance learning/satellite programs.  g. Digital Delivery. Proposer to describe its plans to deal effectively with the changing types of course materials and changes to the distribution channel/delivery of course materials. Please include the following:   * Provide a detailed description of Proposer’s plan/strategy regarding digital/electronic course materials, digital textbooks, delivery via Learning Management Systems, etc.   h. Open Educational Resources (OER). Describe any value-added service Proposer can provide with respect to Open Educational Resources (OER) and other low-cost methods to deliver course materials to students and faculty.  i. Textbook Rental Program. Describe in detail the textbook rental program that Proposer will provide.  j. Used Textbook Program. Provide a detailed description of Proposer’s resources for used textbooks, along with a description of its textbook buyback program, including any incentives or programs that will allow for buyback prices that are greater than wholesale prices. Describe Proposer’s methods to market and promote buyback.  k. Print On-Demand Services. Proposer to describe its ability and process to produce books or other print on demand documents for a campus on an “as needed” basis. | |  | |
|  | C.2.9 **Course Materials Affordability / Pricing Policy Program Requirements**  a. Course Materials Affordability. TBR is extremely committed to making course materials affordable to TBR Students. The course materials pricing policies should be innovative and prices cannot exceed the pricing policy requirements as described in Section C.2.9b and c of this RFP.  **Contractors are required to submit Proposal responses for two Course Materials Pricing Policy Options, as follows:**  b. **Option 1: Pricing Policy-Course Materials-25% Gross Margin**. The Successful Proposer shall adhere to the following course materials pricing policy:   * "List-Priced" new textbooks shall be sold at no higher than list price. * "Pre-Priced" new textbooks shall be sold at no higher than the pre-price. * "Net-Priced" new textbooks shall be sold at no higher than a twenty-five percent (25%) gross profit margin. * "Net-Priced" bundled packages of course materials (i.e., textbook, workbook, CD, passcode, etc., bundled together) shall be sold at no higher than a twenty-five percent (25%) gross profit margin. * Course related-supplies shall be sold at no higher than a twenty-five percent (25%) gross profit margin. * Digital course materials sold by publishers to the Successful Proposer at net-price shall be sold by the Bookstore at no higher than a twenty-five percent (25%) gross profit margin. * Digital course materials sold by publishers to the Successful Proposer via the agency fee pricing model shall be sold by the Bookstore at no higher than the retail price established by the publisher. * Used textbooks shall be sold at no higher than seventy-five percent (75%) of the TBR Bookstore’s current new textbook retail price. * Coursepacks and custom published materials (i.e., materials requiring copyright permissions) shall be sold at no higher than a twenty-five percent (25%) gross profit margin. * Textbook rentals shall be rented at competitive national prices, and on average shall not exceed fifty percent (50%) of the purchase price.   c. **Option 2: Pricing Policy-Course Materials-15% Gross Margin**. The Successful Proposer shall adhere to the following course materials pricing policy:   * "List-Priced" new textbooks shall be sold at no higher than list price. * "Pre-Priced" new textbooks shall be sold at no higher than the pre-price. * "Net-Priced" new textbooks shall be sold at no higher than a fifteen percent (15%) gross profit margin. * "Net-Priced" bundled packages of course materials (i.e., textbook, workbook, CD, passcode, etc., bundled together) shall be sold at no higher than a fifteen percent (15%) gross profit margin. * Course related-supplies shall be sold at no higher than a fifteen percent (15%) gross profit margin. * Digital course materials sold by publishers to the Successful Proposer at net-price shall be sold by the Bookstore at no higher than a fifteen percent (15%) gross profit margin. * Digital course materials sold by publishers to the Successful Proposer via the agency fee pricing model shall be sold by the Bookstore at no higher than the retail price established by the publisher. * Used textbooks shall be sold at no higher than seventy-five percent (75%) of the TBR Bookstore’s current new textbook retail price. * Coursepacks and custom published materials (i.e., materials requiring copyright permissions) shall be sold at no higher than a fifteen percent (15%) gross profit margin. * Textbook rentals shall be rented at competitive national prices, and on average shall not exceed fifty percent (50%) of the purchase price.   d. Surcharges. There shall be no add-ons or surcharges to cover freight, handling, publisher re-stocking fees, etc. (i.e., The pricing policy formulas shall be applied to the actual price listed on the publisher's invoice in order to determine the selling price of a particular textbook/course material.)  e. TBR Audit Rights. TBR has the right to audit the Successful Proposer's records, vendor invoices, publisher invoices, etc., to verify adherence to the established pricing policies. | |  | |
|  | C.2.10 **Course Materials Affordability / Pricing Policy Submittal Requirements**  a. Acknowledge acceptance of TBR’s Course Materials Affordability/Pricing Policy Program Requirements as described in Section C.2.9.  b. Course Materials Pricing Strategies. Proposer to describe its plans to address the pricing concerns of students at TBR. Include a detailed description of Proposer’s Price Match Guarantee Program, Price Comparison Software, or similar programs, that Proposer will implement at TBR in order to provide value, compete with online booksellers, and increase market share. | |  | |
|  | C.2.11 **General Merchandise Pricing Policies Program Requirements**  a. Pricing Policy-General Books. The Successful Proposer shall sell trade books, reference books, and other non-textbooks at no more than the publisher’s list price, or if there is no list price, at prices competitive in the local area and competitive in the college bookstore industry.  b. Pricing Policy-General Merchandise. The shall sell all other merchandise (e.g., clothing, giftware, supplies, etc.) at prices competitive in the local area and competitive in the college bookstore industry. The Successful Proposer shall make a significant effort to provide emblematic/logo merchandise at multiple price points. | |  | |
|  | C.2.12 **General Merchandise Pricing Policies Submittal Requirements**  a. Acknowledge acceptance of TBR’s General Merchandise Pricing Policies Program Requirements as described in Section C.2.11. | |  | |
|  | C.2.13 **General Merchandise and Marketing Strategy Program Requirements**  a. General Merchandise Selection. The Successful Proposer shall provide a full range of general merchandise including emblematic clothing, emblematic gifts, computer software, computer/technology products, general books, reference books, novelty gifts, school supplies, art supplies and art kits, uniforms, nursing kits, welding program supplies, dental program supplies, greeting cards, convenience items, health and beauty aids (HBA’s), special order services, graduation related merchandise, and other services expected from a full-service Bookstore.  b. Emblematic Clothing and Gifts. The Proposer shall promote and brand the Colleges by offering a broad selection of emblematic clothing and gifts that comply with the Colleges current or future licensing requirements, design guidelines, and requirements for branded products. The Successful Proposer shall provide exceptional value to customers by offering high quality products and services at fair prices and multiple price points.  c. General Books/Reference. The Successful Proposer shall provide a selection of general books and reference books, including a selection of general book Bestsellers.  d. Course Related Supplies. The Successful Proposer shall provide sufficient quantities all course related supplies, including welding program supplies, nursing kits, etc.  (Note: See “Customized Bookstore Services, Attachment C for detailed information regarding specialized general merchandise/course related supply requirements.)  e. New Product Lines. The Successful Proposer shall continually expand and introduce new product lines that appeal to customers (e.g., students, faculty, staff, alumni, and visitors) and generate traffic into the Bookstore.  f. Website/Social Media. The Successful Proposer shall maintain a full-service Bookstore Website. The Website will feature a full range of emblematic merchandise. The Successful Proposer shall develop and implement a social media marketing and promotion strategy. To the extent that the Successful Proposer develops its own social media sites (e.g., Facebook, Instagram, Twitter) or integrates with College sites, the Successful Proposer shall be required to keep its posted information up-to-date, refresh its sites frequently; consistent with effective social media strategies, and conform to College social media standards and practices.  g. Graduation Merchandise. The Successful Proposer shall offer graduation merchandise (e.g., regalia sales as defined by each College, class rings, announcements, etc.) in the Bookstore and at other locations as designated by the Colleges during Graduation.  h. Licensing Program. The Successful Proposer shall only purchase branded merchandise from vendors who adhere to current or future College Licensing Program requirements.  i. Vendor Code of Conduct. The Successful Proposer must have a vendor code of conduct policy. The policy must ensure that all vendors with whom the Successful Proposer does business meet FLA (Fair Labor Association) and WRC (Worker Rights Consortium) standards.  j. Marketing/Advertising Plan. The Successful Proposer shall implement a comprehensive Marketing/Advertising Plan in order to communicate effectively with customers and to promote the Bookstore’s products and services. | |  | |
|  | C.2.14 **General Merchandise and Marketing Strategy Submittal Requirements**  a. Acknowledge acceptance of TBR’s General Merchandise and Marketing Strategy Program Requirements as described in Section C.2.13.  b. Emblematic Logo Merchandise Sales. Proposer to provide a detailed description of its plan to increase the sales of emblematic/logo merchandise, clothing, and gifts to students, faculty, staff, and alumni. Proposer to describe its plan to market emblematic/logo merchandise, including selling and promoting emblematic/logo merchandise on the Bookstore Websites.  c. General Books/Reference. Proposer to provide a detailed description of its plans to provide a selection of general books and reference books, including a selection of general book Bestsellers.  d. Course Related Supplies. Proposer to provide a detailed description of its plans to provide sufficient quantities of all course related supplies, including welding program supplies, nursing kits, etc.  e. New Product Lines. Proposal shall describe its plans for new or expanded product lines and/or services to be offered at the Bookstore, including an emphasis on product lines and/or services that will meet the needs of students, faculty, staff and alumni.  f. Campus Events. Proposer to describe its plans to take advantage of campus events and activities at the Colleges organized by other campus entities, and/or its plans to create its campus events and activities in order to generate additional sales.  g. Marketing/Advertising/Social Media Plan. Proposer shall describe its marketing, advertising, and social media plan for the Bookstore. | |  | |
|  | C.2.15 **Tender Type / Discounts Program Requirements**  a. Tender Types. At a minimum, the shall accept cash, personal checks, major credit cards, College campus card, Bookstore gift cards, bank debit cards, department charges, scholarship charges/vouchers, third-party agency charges, and financial aid account charges/vouchers. The Successful Proposer shall be solely responsible for all expenses and collection of debts resulting from cash, personal checks, credit cards, and bank debit card transactions.  b. College Campus Cards. The Successful Proposer shall provide at its sole expense the hardware, software, and interfaces necessary in order to accept the Colleges Campus Cards and/or other smartcards utilized by the Colleges in the future, at the Bookstores. The Successful Proposer shall submit monthly invoices to the Colleges for reimbursement of Campus Card transactions.  c. Department Charges. Departments shall be allowed to charge department purchases at the Bookstores.  d. Gift Certificates/Gift Cards. The Successful Proposer shall accept unredeemed gift certificates and unredeemed gift cards (i.e., gift certificates and gift cards that were sold to customers by the Bookstore prior to the commencement of the contract). | |  | |
|  | C.2.16 **Tender Type / Discounts Program Submittal Requirements**  a. Acknowledge acceptance of TBR’s Tender Type/Discounts Program Requirements as described in Section C.2.15. | |  | |
|  | C.2.17 **Technology Program Requirements**  a. Technology Investment. The Successful Proposer shall provide state-of-the-art technology (e.g., bookstore computer system, point-of-sale system, computerized textbook management system, technology necessary to comply with HEOA, alternative technology for course materials, etc.) to deliver the desired level of service. (Note: TBR will not buy out the un-depreciated portion of the Successful Proposer’s technology investment at the termination, expiration, or non-renewal of the contract.)  b. Technology Integration. The Successful Proposer’s systems shall have the ability to interface, at the Successful Proposer’s sole expense, with current or future College systems. This includes integration with Banner and D2L to provide access for students to know what they will need, as well as what the Successful Proposer needs to order to make available the goods/services students and faculty need on the first day of class.  c. Website. The Successful Proposer shall provide and maintain a Website for the Bookstores. The Website shall be fully integrated so that all functions are available at all Bookstore locations. The site shall conform to TBR and the Colleges design guidelines and link to and from the Colleges Websites. The Website shall include, but not be limited to, the ability for customers to order and reserve textbooks, general books, and general merchandise. The Website shall offer registration integration, online buyback, and the ability for faculty to submit textbook adoptions online. All aspects of the Bookstore Website, including products sold (whether by the Successful Proposer or by a third-party vendor), links to and/or from the Bookstore Website, and advertising accepted, shall require the Colleges prior written approval. Third-party vendors on the Website must be pre-approved by the College Administrations.  The Website shall include a consolidated feature that allows students to order course materials for courses taken at the College campuses or at that College’s satellite campus depending upon their course material needs.  d. College Campus Cards. The Successful Proposer must be able to accept the Colleges Campus Cards as a tender type, which includes integration with the Colleges systems and processing of financial aid transactions.  e. PCI Compliance. To ensure all possible steps are taken to secure student, faculty, staff, and customer personal data, all in-store technology and e-commerce processing must be PCI compliant. The Successful Proposer must provide a statement acknowledging they are in PCI Compliance and going forward will provide any documentation that may be required.  f. Europay, Mastercard, And Visa (EMV) Compliance. The Successful Proposer shall ensure the Bookstore is compliant with EMV standards for authorizing credit and debit card transactions.  g. Customer Data. Customer data shall not be shared or sold by the Successful Proposer without the express written approval of the customer.  The Successful Proposer shall notify the Colleges promptly of any security breach that results in the unauthorized access, disclosure, or misuse of customer data. The Successful Proposer shall, within one day of discovery, report to the Colleges any use or disclosure of customer data not authorized in writing by the customer. The Successful Proposer’s report to the Colleges shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the customer data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, if known (iv) what the Successful Proposer has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure,  (v) what corrective action the Successful Proposer has taken or shall take to prevent future similar unauthorized use or disclosure, and (vi) such other information as reasonably requested by the Colleges.  The above provisions shall be extended by contract to all subcontractors used by the Successful Proposer who are provided access to customer data by the Successful Proposer. | |  | |
|  | C.2.18 **Technology Program Submittal Requirements**  a. Acknowledge acceptance of TBR’s Technology Program Requirements as described in Section C.2.17.  b. Technology Plans. Proposer to describe its plans for computerization, automation, technology, point-of-sale systems (POS), etc., and explain how implementation of these plans will benefit TBR, the Colleges, and the Bookstore.  c. Website/E-Commerce Plans. Proposer to include a detailed description of its plans to offer the following:   * Course materials reservation program * Online textbook ordering program * Online textbook adoption program * Online buyback program * Registration integration program * Compliance to HEOA (i.e., textbook ISBN number availability)   Online ordering program for general merchandise (i.e., emblematic clothing and gifts) | |  | |
|  | C.2.19 **Facility Program Requirements**  a. The Bookstores will remain in their current locations as described in Attachment 6.13a of this RFP. | |  | |
|  | C.2.20 **Facility Program Submittal Requirements**  a. Facility Plans. Proposers are required to submit proposed facility plans to provide state-of-the-art facilities for the Bookstores as part of their response to this RFP. Proposed facility plans should be provided for each institution.  Proposed facility plans should reflect the Colleges desire for state-of-the Bookstores that improve customer satisfaction. Proposers are encouraged to be creative with respect to their plans for the facilities. Proposed facility plans should be provided for each institution.  *(Note: Proposers are required to provide a proposed facility investment as part of their response to the Financial Proposal Submittal Requirements, “Facility Investment,” Section D5 of this RFP. In addition, Proposers are required to complete the Financial Bid Form, Attachment 6.6)* | |  | |
|  | C.2.21 **Miscellaneous Program Requirements**  a. College Obligations. The Colleges shall provide the Successful Proposer with:   * Bookstore, offices, and stock room facilities as described in “Demographic/Institution Information,” Attachment A of this RFP * Access to campus web services, campus telephone services, and voice answering system at the standard College rate * Campus security service for the Bookstores provided by the Colleges in the same manner provided for other College buildings.   b. Successful Proposer Obligations. The Successful Proposer shall provide the following as part of its management and operation of the Bookstores:   * Vehicles. The Successful Proposer shall provide Vehicle(s) necessary (if any) for the operation of the Bookstores. * Cleaning and Maintenance. The Successful Proposer shall properly maintain (to the satisfaction of the Colleges) the interior of the Bookstores, including daily cleaning of floors, walls, windows, fixtures, furniture, equipment, etc., and other related custodial services. * Minor Repairs. The Successful Proposer shall be responsible for minor repairs to the interior of the Bookstores. * Emergency Key. The Successful Proposer shall supply an emergency key to be left with the College at each location. * Internal Security. The Successful Proposer shall collaborate with each Colleges Office of Safety and Security and the College Administrations concerning questions of discipline, enforcing regulations, and internal security and theft control in the Bookstore. The Successful Proposer's first point of contact with regard to security and safety issues for the Bookstore shall be the Colleges Office of Safety and Security. | |  | |
|  | C.2.22 **Miscellaneous Program Submittal Requirements**  a. Acknowledge acceptance of TBR’s Miscellaneous Requirements as described in Sections C.2.21.  b. Transition Plan. Proposer to describe its transition plan, including, at a minimum, the following:   * Timeline and dates including, but not limited to, key milestones such as employee/staff communication, campus communication, technology implementation, etc., for both its physical and online presence * Miscellaneous/Other * Expectation of Institutional assistance during the implementation process (i.e., key employees, institutional tasks/customizations)   c. Additional Information. Proposer to provide TBR with additional information it feels is pertinent. | |  | |
|  | **C.3 Accessibility Requirements**  All Informational Material and Technology (IMT) developed, purchased, upgraded or renewed by or for the use of the Tennessee Board of Regents (TBR) will comply with all applicable TBR policies, Federal and State law and regulations including but not limited to the accessibility guidelines set forth in [Web Content Accessibility Guidelines 2.0 A & AA](http://www.w3.org/TR/2008/REC-WCAG20-20081211/), [EPub3 Accessibility guidelines](http://idpf.org/a11y), [Section 508](http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh) and all other regulations promulgated under Section 504 of the Rehabilitation Act and Title II of The Americans with Disabilities Act as amended. Further:   * Compliance means that a person with a disability can acquire the same information, engage in the same interactions, and enjoy the same goods and/or services as a person without a disability, in an equally effective and integrated manner, with substantially equivalent ease of use. * The Successful Proposer warrants that any IMT purchased by, developed, upgraded or renewed for TBR will comply with the aforementioned accessibility guidelines and the contractor/vendor will provide accessibility testing results, written documentation verifying accessibility including the most recent VPAT for the product/service identified in this document. * The Successful Proposer will promptly respond to and resolve accessibility issues/complaints, and to indemnify and hold the TBR harmless in the event of claims arising from inaccessibility of the contractor’s/vendor’s product(s) or service(s). * Proposer shall provide access to the Institution for testing/compliance review.   Additional information can be found in Attachment 6.11, Vendor Product Accessibility Statement and Documentation.  If Proposer is not compliant at this time with these standards, Proposer shall describe in response to Section C.2.2, via the Accessibility Conformance and Remediation Form (Attachment 6.12) its plan for remediation. | |  | |
|  | **C.4. Diversity Expenditures**  Provide documentation of the Proposer’s commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail all of the following:   1. a description of the Proposer’s existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises; 2. a listing of the Proposer’s current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises, including the following information: 3. contract description and total value 4. contractor name and ownership characteristics (i.e., ethnicity, sex, disability) 5. contractor contact and telephone number; 6. an estimate of the level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information:    1. participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics — PERCENTAGES ONLY — DO NOT INCLUDE DOLLAR AMOUNTS)    2. descriptions of anticipated contracts    3. names and ownership characteristics (i.e., ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated; and 7. the percent of the Proposer’s total current employees by ethnicity, sex, and handicap or disability.   Proposers that demonstrate a commitment to diversity will advance the Institution’s efforts to expand opportunity to do business with the Institution as contractors and sub-contractors. | |  | |
|  | **C.5. Additional Goods and/or Services**  ***Notice: No revenue or pricing (including required or optional pricing) information shall be included in the Technical Proposal. Inclusion of revenue or pricing information including notations that items are “free of charge” or are “at no additional cost” in the Technical Proposal may make the proposal non-responsive, and the Institution may reject it.***  Proposer shall describe any related goods and/or services available from the proposer in addition to those required in this RFP. The additional related goods and/or services may be added to the contract before contract signing at the sole discretion of the Institution. Proposer must fully describe the related goods and/or services in its Technical Proposal Response. ***Costs associated with additional related goods and/or services must be provided in the Financial Proposal only and provided on a separate attachment from the base Financial Proposal items requested.*** Additional Goods and/or Services shall not be included in the evaluation. If Proposer is not quoting any additional goods and/or services, it must state this in its Technical Response. | |  | |
| *(Maximum Score Section C.1 – C.5 = 500)* | | | | |

|  |  |  |
| --- | --- | --- |
|  | **C.6** **Proposer** **Finalist Presentations**  Proposers that submit responsive proposals, and receive the highest technical scores, will be designated as Finalists. Finalists will be required to make presentations to the evaluation committee. The presentations will be scheduled after the Technical Proposal review process is completed. The Solicitation Coordinator will notify all Proposers of the Finalists chosen and shall coordinate with each Finalist to schedule the date and time of presentation. If a Proposer is not chosen as a Finalist, its Financial Proposal shall remain sealed and unopened.  For remote presentations, Finalists are responsible for providing webinar link and conference call number.  Proposers are strictly limited to the time allotted and the topics provided by the Institution. Points will be deducted if presentations exceed the allotted time or deviate from the presentation topics defined by the Institution. |  |
| *(Maximum Score Section C.6 = 50)* | | |

**ATTACHMENT 6.6**

|  |  |
| --- | --- |
| **FINANCIAL PROPOSAL COVER SHEET** | |
| **NOTICE TO PROPOSER: This Financial Proposal MUST be completed EXACTLY as provided.** | |
| **PROPOSER NAME:** |  |
| **SIGNATURE & DATE:** |  |
| **Federal I.D. No.** |  |
| *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.* | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ***The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the FINANCIAL PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.*** | | | **Evaluation Cost Amount:** *(sum of all weighted cost amounts above)* | |
|  | **Highest Evaluation Revenue Offering** | **X 400** *(maximum section score)* | | **= SCORE:** |
| **Revenue Amount Being Evaluated** |

**ATTACHMENT 6.6A**

***(PROPOSERS TO REFER TO SEPARATE EXCEL SPREADSHEETS***

***FOR FINANCIAL PROPOSAL COMPLETION DOCUMENTS)***

ATTACHMENT 6.7

**REFERENCE QUESTIONNAIRE**

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

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

**RFP QUESTIONNAIRE**

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

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

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

* complete this questionnaire (either using the form provided or an exact duplicate of this document);
* sign and date the completed questionnaire;
* seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
* sign in ink across the sealed portion of the envelope; and
* return the sealed envelope containing the completed questionnaire directly to the reference subject.
* **What is the name of the individual, company, organization, or entity responding to this reference questionnaire?**
* **Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

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

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

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

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

**RFP # 17-0007 REFERENCE QUESTIONNAIRE — PAGE 2**

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

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

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

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

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

**RFP # 17-0007 REFERENCE QUESTIONNAIRE — PAGE 3**

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

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

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

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

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

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

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

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

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

ATTACHMENT 6.8

***LISTING OF PARTICIPATING INSTITUTIONS AT CONTRACT INCEPTION***

Chattanooga State Community College

Cleveland State Community College

Columbia State Community College

Dyersburg State Community College

Jackson State Community College

Motlow State Community College

Nashville State Community College

Northeast State Community College

Pellissippi State Community College

Roane State Community College

Southwest Tennessee Community College

Volunteer State Community College

Walters State Community College

Technical College at Memphis

TN eCampus

ATTACHMENT 6.9

***LISTING OF ADDITIONAL TBR ELIGIBLE INSTITUTIONS***

Technical College at Athens

Technical College at Chattanooga

Technical College at Covington

Technical College at Crossville

Technical College at Crump

Technical College at Dickson

Technical College at Elizabethton

Technical College at Harriman

Technical College at Hartsville

Technical College at Hohenwald

Technical College at Jacksboro

Technical College at Jackson

Technical College at Knoxville

Technical College at Livingston

Technical College at McKenzie

Technical College at McMinnville

Technical College at Morristown

Technical College at Murfreesboro

Technical College at Nashville

Technical College at Newbern

Technical College at Oneida/Huntsville

Technical College at Paris

Technical College at Pulaski

Technical College at Ripley

Technical College at Shelbyville

Technical College at Whiteville

**ATTACHMENT 6.10**

**Sample Protest Bond**

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

**KNOW ALL BY THESE PRESENTS:**

That we,

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

(Name of Protestor)

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

(Address of Protestor)

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

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

(Name of Surety)

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

(Address of Surety)

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

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

(Dollar Amount of Bond)

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

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

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

(RFP Number)

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

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

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

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

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

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

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

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

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

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

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

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

**WITNESS:**

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

(Name of Protestor)

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

(Authorized Signature of Protestor)

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

(Name and Title of Signatory)

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

(Name of Surety)

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

(Signature of Attorney-in-Fact)

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

(Name of Attorney-in-Fact)

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

(Tennessee License Number of Surety

**ATTACHMENT 6.11**

**Vendor Product Accessibility Statement and Documentation**

***Purpose of Accessibility Statement***

An effective Accessibility Statement includes several key components including:

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

***Key Components***

Commitment Statement

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

Required Documentation

* Provide written documentation on
  1. how the product/service meets the THEC/TBR accessibility standards,
     1. [WCAG 2.0 A&AA Guidelines](https://www.w3.org/TR/WCAG20/)/[ISO/IEC 40500:2012](http://www.iso.org/iso/home/store/catalogue_tc/catalogue_detail.htm?csnumber=58625)
     2. [508](https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh) Voluntary Product Accessibility Template ([VPAT](http://www.itic.org/dotAsset/5644ecd2-5024-417f-bc23-a52650f47ef8.doc))
     3. And [EPUB3 Accessibility Guidelines](http://www.idpf.org/accessibility/guidelines/) (if applicable)
  2. any available accessibility testing results
     1. List any third-party agencies with whom you have worked to evaluate accessibility support
     2. Describe any formal testing process you use to determine accessibility support
     3. Indicate if you conduct user testing with persons with disabilities to verify accessibility support
  3. and include the [Conformance and Remediation](https://www.tbr.edu/sites/tbr.edu/files/media/2016/02/Conformance%20and%20Remediation%20Form.docx) Form when standards conformance is not fully achieved to demonstrate vendor’s planned roadmap to full conformance.
* Provide links to any other internal accessibility documentation (e.g., accessibility information within general product documentation, FAQs, best practices, tutorials, case studies, or white papers).
  1. Note any other best practices or guidelines utilized during design and development (if applicable).

Product Usage Information for Users with Disabilities

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

Feedback Mechanism

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

***Implementation Recommendations***

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

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

Keep the Information in the Accessibility Statement and Documentation Current.

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

Direct any questions or comments to [the](mailto:Philip.Voorhees@tbr.edu) institutional Accessibility Liaison to the RFP Coordinator.

**ATTACHMENT 6.12**

**Accessibility Conformance and Remediation Form**

***Instructions***

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

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

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

Vendor/Product Information

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

Specific Issues

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

Additional Information:

ATTACHMENT 6.13a

**DEMOGRAPHIC INFORMATION**

**Colleges**

The Tennessee Board of Regents (TBR) Colleges provide a high-quality, affordable, convenient and personal education to prepare students for success.

Each of the colleges operate a campus bookstore which is outsourced to a third-party vendor. There are currently 11 different contracts in place across the system. Contract negotiation efforts, including RFP creation and distribution, vendor communications and management is executed at each individual college. Each contract has different start and end dates and there is some variance in contract lengths, though most are between five and ten-year total contract periods. All colleges operate a brick and mortar storefront on its main campus. A few of the colleges have separate storefronts at satellite locations.

1. **College Enrollment**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **AY 2013-2014** | | **AY 2014-2015** | | **AY 2015-2016** | | **AY 2016-2017** | |
|  | **Headcount** | **FTE** | **Headcount** | **FTE** | **Headcount** | **FTE** | **Headcount** | **FTE** |
| Chattanooga State Community College | 13,102 | 6,438 | 12,653 | 6,130 | 11,907 | 6,089 | 8,362 | 5,453 |
| Cleveland State Community College | 4,785 | 2,427 | 4,617 | 2,298 | 4,535 | 2,381 | 3,004 | 2,086 |
| Columbia State Community College | 7,136 | 3,481 | 6,935 | 3,336 | 7,143 | 3,623 | 5,938 | 4,031 |
| Dyersburg State Community College | 4,044 | 1,874 | 3,592 | 1,652 | 3,613 | 1,678 | 2,843 | 1,700 |
| Jackson State Community College | 6,164 | 2,797 | 6,537 | 2,878 | 6,346 | 2,947 | 4,745 | 2,921 |
| Motlow State Community College | 6,391 | 3,045 | 6,178 | 3,062 | 6,518 | 3,685 | 6,597 | 4,481 |
| Nashville State Community College | 14,896 | 6,344 | 15,008 | 6,402 | 15,022 | 6,492 | 8,219 | 5,082 |
| Northeast State Community College | 7,429 | 3,953 | 7,490 | 3,909 | 7,572 | 4,185 | 6,086 | 4,244 |
| Pellissippi State Community College | 15,091 | 7,233 | 14,410 | 6,906 | 14,425 | 6,896 | 11,168 | 7,091 |
| Roane State Community College | 8,185 | 3,992 | 7,741 | 3,787 | 7,518 | 3,837 | 5,629 | 3,607 |
| Southwest Tennessee Community College | 16,154 | 7,139 | 14,889 | 6,649 | 13,065 | 6,117 | 9,114 | 6,082 |
| Volunteer State Community College | 11,360 | 5,214 | 10,456 | 4,940 | 10,647 | 5,443 | 8,841 | 5,984 |
| Walters State Community College | 7,939 | 4,044 | 7,526 | 3,932 | 7,331 | 3,899 | 6,075 | 4,156 |
| Technical College at Memphis | 1,593 | 886 | 1,596 | 890 | 1,700 | 946 | 1,990 | 2,016 |
|  |  |  |  |  |  |  |  |  |
| **Notes:** |  |  |  |  |  |  |  |  |
| 1.Headcount for the AY is unduplicated: each student is counted only once in the respective year | | | | | | | | |
| 2. FTE for the AY is estimated as the total of credit hours attempted divided by 30. | | | | | | |  |  |

2. **General Academic Calendar**

Each college operates on fall, winter, and spring semesters, and summer sessions.

3. **Facilities/Locations**

The College Bookstores are currently comprised of the following facilities. The locations, broken down by square footage, including selling, office, and storage space, is as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Institution** | **Selling Space** | **Office Space** | **Storage Space** | **Total Square Footage** |
| Chattanooga State Community College | 3,391 | 359 | 796 | 4,546 |
| Cleveland State Community College | 1,764 | 137 | 711 | 2,612 |
| Columbia State Community College: |  |  |  |  |
| Columbia Campus | 2,231 | 331 | 148 | 2,710 |
| Williamson County Campus | 1,490 |  |  | 1,490 |
| Dyersburg State Community College | 2,323 | 212 | 380 | 2,915 |
| Jackson State Community College | 1,781 | 109 | 259 | 2,149 |
| Motlow State Community College | 2,657 | 347 | 650 | 3,654 |
| Nashville State Community College: |  |  |  |  |
| Main Campus | 1,993 | 247 | 118 | 2,358 |
| Southeast Campus | 600 | 130 | 76 | 806 |
| Clarksville Campus | 408 |  |  | 408 |
| Northeast State Community College | 1,685 | 466 |  | 2,151 |
| Pellissippi State Community College: |  |  |  |  |
| Hardin Valley Campus | 2,675 | 250 | 750 | 3,675 |
| Magnolia Campus | 850 | 30 | 90 | 970 |
| Division Street Campus | 624 | 50 | 150 | 824 |
| Blount County Campus | 1,000 | 75 | 250 | 1,325 |
| Strawberry Plains Campus | 2,700 | 90 | 315 | 3,105 |
| Roane State Community College: |  |  |  |  |
| Harriman Campus | 1,904 | 201 | 738 | 2,843 |
| Oak Ridge Campus | 1,433 | 0 | 404 | 1,837 |
| Southwest Tennessee Community College: |  |  |  |  |
| Macon Cove Campus | 3,757 | 297 | 666 | 4,720 |
| Union Campus | 3,282 | 155 | 214 | 3,651 |
| Volunteer State Community College | 2,662 | 220 | 2942 | 5,824 |
| Walters State Community College | 1,923 | 184 | 691 | 2,798 |
| Technical College at Memphis | 730 | 0 | 708 | 1,438 |
|  |  |  |  |  |
|  |  |  |  |  |

4. **Athletics & Student/Campus Life**

The institution offers students a wide range of programs, more than 50 student organizations as well as numerous athletic events. Along with cheerleading and co-ed intramurals, Athletics includes the following:

* Chattanooga State Community College
* Basketball (Men and Women)
* Baseball
* Softball
* Cleveland State Community College
* Basketball (Men and Women)
* Baseball
* Softball
* Cross Country (Men and Women)
* Golf (Men and Women)
* Volleyball (Women)
* Columbia State Community College
* Basketball (Men and Women)
* Baseball
* Softball
* Dyersburg State Community College
* Basketball (Men and Women)
* Baseball
* Softball
* Jackson State Community College
* Basketball (Men and Women)
* Baseball
* Softball
* Motlow State Community College
* Basketball (Men and Women)
* Baseball
* Softball
* Soccer
* Roane State Community College
* Basketball (Men and Women)
* Baseball
* Softball
* Southwest Tennessee Community College
* Basketball (Men and Women)
* Baseball
* Softball
* Volunteer State Community College
* Basketball (Men and Women)
* Baseball
* Softball
* Walters State Community College
* Basketball (Men and Women)
* Baseball
* Softball
* Golf
* Volleyball

Student organizations and groups include, but are not limited to:

* Arts & Entertainment
* Clubs and Organizations
* Service Learning & Volunteerism
* Academic Support Center

5. **Hours of Operation**

Hours of Operation vary by institution. Please visit each institutions’ Bookstore Website for specific Hours of Operation.

6. **Satellite Locations Served**

|  |  |  |  |
| --- | --- | --- | --- |
| College | Locations Served | Physical Location | Course Material Distribution (where there is no physical location) |
| Chattanooga State | * West Campus-Kimball * North Campus-Dayton | No | Travel to store or order online |
| Cleveland State | * Cleveland * Athens * Vonore | No | Order online. Delivered USPS or campus mail |
| Columbia State |  |  |  |
| Dyersburg State | * Dyersburg * Covington * Trenton | Yes | N/A |
| Jackson State | * Lexintgon * Savannah * Humbolt * Paris | Yes  Yes  No  In Progress | Students travel to Jackson or order online |
| Motlow State | * McMinnville * Motlow * Fayetteville * TCAT McMinnville * Lavergne High School special orders * Sparta Center * Shelbyville Center | No | Order online- Campus Store Website |
| Nashville State | * Southeast Campus * Clarksville Campus * Main Campus * Humphrey’s County Campus * Dickson Campus * East Davidson Campus | Yes  Yes  No  Yes  No  No | Online or Pop-up location |
| Northeast State | * Gray * Elizabethton * Bristol * Kingsport * Main Blountville Campus | Yes | Order online. Offers free in store pickup or shipment to home |

|  |  |  |  |
| --- | --- | --- | --- |
| Pellissippi State | * Hardin Valley * Blount * Division * TCATK * Magnolia * Strawberry Plains | No | N/A |
| Roane State | * All RSCC Campuses | 2- Roane and Oak Ridge | Travel to bookstore or order online. Offers free shipping |
| Southwest Tennessee | * All STCC Campuses | 2- Macon and Union | N/A |
| Volunteer State | * Gallatin- Main Campus * Cookeville Higher Ed. Campus * Livingston Campus * Springfield Campus | Permanent at main campus. Pop-up off campus | Pop-up locations off campus, online ordering with shipping options to stores |
| Walters State | * Morristown * Greeneville * Sevierville * Tazewell | No | Shipped by campus or bookstore |
| Technical College at Memphis | * Aviation Campus | Yes | Travel to store or online |

7. **Sales**

Consolidated sales figures for the major departments/categories for the past four fiscal years are as follows (these figures are main categories and not all inclusive):

**COLLEGES**

| **Chattanooga State** | **FY '14** | **FY '15** | **FY '16** | **FY '17** |
| --- | --- | --- | --- | --- |
| Used Textbooks | \*Unavailable | \*Unavailable | 228,085 | 237,488 |
| New Textbooks |  |  | 2,280,063 | 1,425,096 |
| Digital Textbooks |  |  | 3,511 | 372,164 |
| Gen Books/ Non-Embl |  |  | 29,212 | 39,315 |
| Supplies |  |  | 245,991 | 260,799 |
| Apparel |  |  | 31,450 | 35,738 |
| Gifts |  |  | 6,021 | 4,718 |
| Convenience/Grad |  |  | 33,097 | 11,215 |
| Technology |  |  | 72,278 | 95,182 |
| Other Sales |  |  | 59,298 | - |
| Rental - Collected |  |  | 104,815 | 169,969 |
| Rental - Disposal |  |  | 19,273 | 20,984 |
| Skyo |  |  | 721 | 81 |
| Rings |  |  | 637 |  |
| Other |  |  | 287 |  |
| **Total Sales** | **$2,459,370.00** | **$2,290,340.00** | **$3,114,739.00** | **$2,672,749.00** |

**COLLEGES (CONT.)**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Cleveland State** | **FY ’14** | **FY ’15** | | **FY ’16** | | **FY ’17** | |
| New Text | 1,204,340 | 895,204 | | 1,239,346 | | 1,081,461 | |
| New Text-Rental | 97,780 | 271,294 | | 94,115 | |  | |
| Digital Text | - | - | | 31,688 | | 6,321 | |
| Used Text | 273,035 | 145,862 | | 109,397 | | 109,007 | |
| Used Text- Rental | 53,642 | 114,960 | | 8,706 | | 133,258 | |
| General | 8,770 | 9,721 | | 15,986 | | 28,491 | |
| Supplies | - | - | | 68,874 | | 60,922 | |
| Clothing/Insignia | 25,610 | 19,470 | | 13,895 | | 20,940 | |
| Electronics | 101,970 | 100,581 | | 50,203 | | 74,801 | |
| Food/Sundries | 2,340 | 2,555 | | 14,496 | | 16,777 | |
| Gifts/STATS/Cards | 11,439 | 8,201 | | 978.45 | | 1,520 | |
| School/Off/Art/Engineering | 25,707 | 21,986 | | - | |  | |
| **TOTAL SALES** | **$1,804,635** | **$1,589,834** | | **$1,647,683** | | **$1,533,498** | |
|  |  |  | |  | |  | |
| **Columbia State** | **FY ’14** | **FY ’15** | | **FY ’16** | | **FY ’17** | |
| Digital Textbooks | 8,194 | 7,609 | | 7,908 | | 10,470 | |
| New Textbooks | 1,608,534 | 1,473,633 | | 1,682,348 | | 1,464,933 | |
| Textbook Rentals | 422,946 | 342,999 | | 302,021 | | 444,734 | |
| Trade Books | 1,394 | 688 | | 797 | | 294 | |
| Used Textbooks | 256,540 | 309,728 | | 332,942 | | 270,430 | |
| Café & Convenience | 47,336 | 42,413 | | 29,496 | | 51,430 | |
| Computer Products | 31,215 | 37,897 | | 24,539 | | 23,023 | |
| Emblematic Clothing & Gifts | 29,101 | 22,552 | | 19,229 | | 29,900 | |
| Other | 5,809 | 6,222 | | 5,881 | | 4,795 | |
| School Supplies | 48,301 | 46,599 | | 47,267 | | 45,434 | |
| Other Revenue |  |  | |  | | 7,122 | |
| Non-commissionable Sales |  |  | |  | | -3,068 | |
| **TOTAL SALES** | **$2,459,370** | **$2,290,340** | | **$2,452,426** | | **2,349,497** | |
|  |  | |  | |  | |  |
| **Dyersburg State** | **FY ’14** | **FY ’15** | | **FY ’16** | | **FY ’17** | |
| Textbooks | - | 928,703 | | 848,358 | | 1,116,102 | |
| Supplies & Clothing | - | 60,331 | | 60,922 | | 51,064 | |
| **TOTAL SALES** | **-** | **$989,034** | | **$909,280** | | **$1,167,166** | |
|  |  |  | |  | |  | |
| **Jackson State** | **FY ’14** | **FY ’15** | | **FY ’16** | | **FY ’17** | |
| Text -Used | 318,413 | 229,398 | | 140,383 | | 84,637 | |
| Text - New | 944,233 | 800,134 | | 656,036 | | 474,745 | |
| Text - Custom - Published | - | 4,206 | | 8,412 | | 11,270 | |
| Digital Format Text | - | 6,235 | | 12,469 | | 88,265 | |
| Text - rentals | 979,468 | 599,718 | | 219,967 | | 331,248 | |
| Books | - | 1,728 | | 3,455 | | 3,449 | |
| Clothing - Men's Unisex | **-** | 6,567 | | 13,134 | | 13,471 | |
| Clothing - Women's | **-** | 575 | | 1,150 | | 1,304 | |
| Accessories |  | 210 | | 420 | | 12,590 | |
| Gifts | 2,493 | 3,277 | | 4,061 | | 2,052 | |
| Food Beverage | - | 5,486 | | 10,972 | | 11,890 | |
| Computer Software/License | **-** | 1,454 | | 2,908 | | 150 | |
| Computer Supplies/Accessories | 16,813 | 12,101 | | 7,388 | | 7,590 | |
| **TOTAL SALES** | **$2,261,420** | **$1,671,089** | | **$1,080,755** | | **$1,042,661** | |

**COLLEGES (CONT.)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Motlow State** | **FY ’14** | **FY ’15** | **FY ’16** | **FY ’17** |
| Used Text | 178,795 | 191,015 | 114,945 | 124,351 |
| New Text | 1,014,133 | 904,137 | 1,659,814 | 1,291,458 |
| Digital Format Text | 10,212 | 14,175 | 12,560 | 12,882 |
| Text Rentals | 218,920 | 273,564 | 225,993 | 263,772 |
| Trade | 7,260 | 5,631 | 5,172 | 4,466 |
| Supplies | 37,140 | 27,758 | 30,316 | 30,769 |
| Clothing | 22,487 | 21,668 | 21,282 | 20,355 |
| Gifts | 2,689 | 2,811 | 3,104 | 2,490 |
| Convenience | 3,446 | 4,200 | 4,223 | 4,335 |
| Computers | 3,397 | 3,545 | 4,939 | 4,348 |
| **TOTAL SALES** | **$1,498,479** | **$1,448,504** | **$2,082,348** | **$1,759,226** |
|  |  |  |  |  |
| **Nashville State** | **FY ’14** | **FY ’15** | **FY ’16** | **FY ’17** |
| Used Text | 2,379,824 | 2,553,120 | 2,337,363 | 374,901 |
| New Text | 404,457 | 351,450 | 321,128 | 2,203,403 |
| Digital Format Text | 423,436 | 334,938 | 306,040 | 9,830 |
| Text Rentals | 312,761 | 307,847 | 281,287 | 518,438 |
| Trade | 9,050 | 8,106 | 7,406 | 35,682 |
| Supplies | 41 |  | - | 118,354 |
| Clothing | 23,019 | 29,564 | 27,013 | 19,675 |
| Gifts | 141,153 | 208,516 | 190,526 | 2,958 |
| Convenience | 121,974 | 125,758 | 114,908 | 139,088 |
| Computers | 3,137 | 23,340 | 21,326 | 259,334 |
| **TOTAL SALES** | **$3,999,030** | **$4,161,855** | **$3,807,303** | **$3,681,663** |
|  |  |  |  |  |
| **Northeast State** | **FY ’14** | **FY ’15** | **FY ’16** | **FY ’17** |
| Used Text | \*Unavailable | \*Unavailable | 265,620.37 | 40,031.24 |
| New Text |  |  | 1,276,687.20 | 219,134.30 |
| Digital Text |  |  | 23,668.48 | 497,206.06 |
| Gen Books |  |  | 4,052.04 | 7,802.29 |
| Supplies |  |  | 24,871.45 | 23,655.39 |
| Apparel |  |  | 7,103.99 | 11,030.60 |
| Gifts |  |  | 1,542.41 | 2,465.34 |
| Convenience |  |  | 6,498.70 | 5,097.36 |
| Technology |  |  | 29,786.01 | 276,634.81 |
| Rental-Collected |  |  | 142,570.83 | 63,962.35 |
| Rental-Disposal |  |  | 143,597.50 | 6,785.11 |
| Skyo |  |  | 230.79 | 46.38 |
| **TOTAL SALES** |  |  | **$1,926,229.77** | **$1,153,851.23** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Pellissippi State** | **FY ’14** | **FY ’15** | **FY ’16** | **FY ’17** |
| Textbooks | 3,722,486 | 2,887,365 | 3,899,406 | 3,328,521 |
| Textbook Rental | 721,510 | 1,419,425 | 472,069 | 442,326 |
| Supplies | 376,357 | 364,794 | 320,645 | 354,212 |
| Services (Copy Center) | 39,091 | 42,198 | 50,210 | 0 |
| \*Less: TCAT Knoxville | (869,899) | (751,172) | (797,350) | (715,546) |
| **TOTAL SALES** | **$3,989,545** | **$3,962,610** | **3,944,980** | **3,409,513** |
|  |  |  |  |  |
| **Roane State** | **FY ’14** | **FY ’15** | **FY ’16** | **FY ’17** |
| Used Text | 202,687 | 195,590 | 167,527 | 207,584 |
| New Text | 1,789,344 | 1,736,638 | 1,716,031 | 1,331,629 |
| Digital Format Text | 4,660 | 4,721 | 4,552 | 11,645 |
| Text Rentals | 149,072 | 239,460 | 271,268 | 312,505 |
| Trade | 10,461 | 5,495 | 3,940 | 3374 |
| Supplies | 27,944 | 46,713 | 50,364 | 45663 |
| Clothing | 24,639 | 35,880 | 43,926 | 33344 |
| Gifts | 1,864 | - | - | 0 |
| Convenience | 1,869 | 2,479 | 1,247 | 1417 |
| Computers | 31,423 | 51,645 | 58,241 | 47287 |
| Graduation Products | 8,123 | - | - | 0 |
| Other |  | 29,348 | 25,612 | 34,224 |
| **TOTAL SALES** | **$2,252,087** | **$2,347,969** | **$2,342,708** | **$2,028,672** |
|  |  |  |  |  |
| **Southwest Tennessee** | **FY ’14** | **FY ’15** | **FY ’16** | **FY ’17** |
| Used Text | 355,391 | 307,939 | 172,195 | 154,551 |
| New Text | 1,730,377 | 2,054,961 | 1,813,077 | 1,064,738 |
| Digital Text | 31,691 | 715,027 | 494,112 | 298,009 |
| Text Rental | 295,472 | 221,010 | 171,422 | 266,977 |
| General Books | 15,645 | 15,463 | 13,643 | 10,220 |
| Supplies | 165,912 | 154,809 | 105,952 | 94,008 |
| Apparel | 31,660 | 43,328 | 33,495 | 32,739 |
| Gifts | 7,139 | 8,914 | 8,934 | 5,154 |
| Convenience | 244,770 | 261,516 | 292,350 | 282,859 |
| Technology | 24,370 | 21,246 | 17,952 | 17,923 |
| Skyo |  |  |  | 95 |
| **TOTAL SALES** | **$2,902,427** | **$3,804,213** | **$3,123,132** | **$2,227,273** |

**COLLEGES (CONT.)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Volunteer State** | **FY ’14** | **FY ’15** | **FY ’16** | **FY ’17** |
| Used Text | 249,938 | 268,426 | 210,132 | 211,057 |
| New Text | 1,316,381 | 1,178,684 | 1,204,404 | 835,714 |
| Digital Format Text | 175,690 | 139,752 | 277,831 | 854,031 |
| Text - Rentals | 281,965 | 323,183 | 317,084 | 233,928 |
| Trade | 13,304 | 14,118 | 16,386 | 19,982 |
| Supplies | 26,345 | 22,372 | 27,657 | 28,022 |
| Clothing | 29,371 | 31,403 | 36,855 | 33,570 |
| Gifts | 5,133 | 5,429 | 5,852 | 5,119 |
| Convenience | 36,221 | 37,350 | 30,015 | 44,919 |
| Computers | 14,873 | 10,620 | 14,079 | 18,502 |
| Other |  |  |  | 22,483 |
| **TOTAL SALES** | **$2,149,221** | **$2,031,337** | **$2,140,295** | **$2,307,328** |
|  |  |  |  |  |
| **Walters State** | **FY ’14** | **FY ’15** | **FY ’16** | **FY ’17** |
| Digital Textbooks | 5,164 | 5,712 | 1,917 | 8,310 |
| New Textbooks | 980,429 | 941,864 | 993,605 | 1,012,855 |
| Textbook Rentals | 284,878 | 230,208 | 155,928 | 169,413 |
| Trade Books | 5,433 | 3,251 | 2,933 | 2,186 |
| Used Textbooks | 307,274 | 203,106 | 160,748 | 132,311 |
| Cafe & Convenience | 1,028 | 815 | 607 | 563 |
| Computer Products | 4,497 | 3,592 | 5,125 | 7,610 |
| Emblematic Clothing & Gifts | 17,182 | 15,340 | 17,262 | 19,067 |
| Other | 4,011 | 1,656 | 837 | 1,091 |
| School Supplies | 32,670 | 27,182 | 25,367 | 24,436 |
| **TOTAL SALES** | **$1,642,566** | **$1,432,726** | **$1,364,329** | **$1,377,842** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| **Technical College at Memphis** | **FY ’14** | **FY ’15** | **FY ’16** | **FY ’17** |
| Breakdown | **\***Unavailable | **\***Unavailable | **\***Unavailable | **\***Unavailable |
|  |  |  |  |  |
|  |  |  |  |  |
| **TOTAL SALES** |  | **$422,967** | **$390,057** | **$433,055** |

8. **Financial Aid Sales**

**COLLEGES** **FINANCIAL AID SALES**

|  |  |  |  |
| --- | --- | --- | --- |
| COLLEGE | **FY ’15** | **FY ’16** | **FY '17** |
| Chattanooga State | 1,464,530 | 1,275,781 | $1,137,755 |
| Cleveland State | 698,599 | 720,541 | 731,168 |
| Columbia State | 1,207,474 | 1,081,638 | 836,014 |
| Dyersburg State | 300,000 | 230,000 | 183,676 |
| Jackson State | Unavailable | Unavailable | Unavailable |
| Motlow State | 201,844 | 251,863 | 236,926 |
| Nashville State | 2,000,000 | 2,000,000 | 2,235,390 |
| Northeast State | 800,000 | 800,000 | 980,090 |
| Pellissippi State | 1,657,347 | 1,457,838 | 1,194,637 |
| Roane State | 890,867 | 898,713 | 785,878 |
| Southwest Tennessee | 121,156.52- | 785,877.68 | 519,997 |
| Volunteer State | 384,587 | 322,413 | 422,019 |
| Walters State | 55,600 | 41,772 | 39,839 |
| Technical College at Memphis | Unavailable | Unavailable | Unavailable |

9. **Twenty (20) Top Enrolled Courses**

**TWENTY TOP ENROLLED COURSES IN ACADEMIC YEAR 2015-2016**

|  |  |  |  |
| --- | --- | --- | --- |
| **Subject** | **Course Number** | **Course Title** | **Number Enrolled in 2015-2016** |
| ENGL | 1010 | ENGLISH COMPOSITION I | 35,665 |
| MATH | 1530 | STATISTICS AND PROBABILITY | 23,108 |
| ENGL | 1020 | ENGLISH COMPOSITION II | 21,598 |
| PSYC | 1030 | GENERAL PSYCHOLOGY | 17,643 |
| SPCH | 1010 | SPEECH COMMUNICATION | 16,875 |
| HIST | 2010 | UNITED STATES HISTORY I | 13,309 |
| HIST | 2020 | UNITED STATES HISTORY II | 10,948 |
| BIOL | 2010 | HUMAN ANATOMY/PHYSIOLOGY I | 10,781 |
| MUS | 1030 | MUSIC APPRECIATION | 10,128 |
| SOCI | 1010 | INTRODUCTION TO SOCIOLOGY | 9,717 |
| INFS | 1010 | MICROCOMPUTER APPLICATIONS | 9,650 |
| ART | 1030 | INTRODUCTION TO ART | 6,508 |
| BIOL | 2020 | HUMAN ANATOMY/PHYSIOLOGY II | 6,304 |
| PSYC | 2130 | PSYCHOLOGY OF HUMAN GROWTH & DEV | 6,138 |
| BIOL | 1110 | GENERAL BIOLOGY I | 5,884 |
| ECON | 2010 | MACROECONOMICS | 5,630 |
| MATH | 530 | SUPPORT COURSE FOR MATH 1530 | 5,348 |
| MATH | 1710 | PRECALCULUS I | 5,023 |
| MATH | 1130 | COLLEGE ALGEBRA | 4,938 |
| ACCT | 1010 | PRINCIPLES OF ACCOUNTING I | 4,936 |

**TWENTY TOP ENROLLED COURSES IN FALL 2015**

|  |  |  |  |
| --- | --- | --- | --- |
| **Subject** | **Course Number** | **Course Title** | **Number Enrolled in Fall 2015** |
| ENGL | 1010 | ENGLISH COMPOSITION I | 27,157 |
| MATH | 1530 | STATISTICS AND PROBABILITY | 12,785 |
| PSYC | 1030 | GENERAL PSYCHOLOGY | 8,946 |
| HIST | 2010 | UNITED STATES HISTORY I | 8,239 |
| SPCH | 1010 | SPEECH COMMUNICATION | 8,195 |
| ENGL | 1020 | ENGLISH COMPOSITION II | 6,654 |
| BIOL | 2010 | HUMAN ANATOMY/PHYSIOLOGY II | 6,020 |
| INFS | 1010 | COMPUTER APPLICATIONS | 5,270 |
| MUS | 1030 | MUSIC APPRECIATION | 5,031 |
| SOCI | 1010 | INTRODUCTION TO SOCIOLOGY | 4,802 |
| BIOL | 1110 | GENERAL BIOLOGY I | 3,648 |
| MATH | 530 | SUPPORT COURSE FOR MATH 1530 | 3,521 |
| ENGL | 810 | WRITING LEARNING SUPPORT A | 3,449 |
| HIST | 2020 | UNITED STATES HISTORY II | 3,294 |
| ART | 1030 | INTRODUCTION TO VISUAL ARTS | 3,124 |
| ECON | 2010 | MACROECONOMICS | 2,919 |
| MATH | 1710 | PRECALCULUS I | 2,867 |
| PSYC | 2130 | LIFE SPAN PSYCHOLOGY | 2,860 |
| ACCT | 1010 | PRINCIPLES OF ACCOUNTING I | 2,747 |
| MATH | 1130 | COLLEGE ALGEBRA | 2,579 |

**TWENTY TOP ENROLLED COURSES IN SPRING 2016**

|  |  |  |  |
| --- | --- | --- | --- |
| **Subject** | **Course Number** | **Course Title** | **Number Enrolled in Spring 2016** |
| ENGL | 1020 | ENGLISH COMPOSITION II | 14,199 |
| MATH | 1530 | STATISTICS AND PROBABILITY | 9,857 |
| ENGL | 1010 | ENGLISH COMPOSITION I | 9,277 |
| PSYC | 1030 | GENERAL PSYCHOLOGY | 8,042 |
| SPCH | 1010 | SPEECH COMMUNICATION | 7,624 |
| HIST | 2020 | UNITED STATES HISTORY II | 7,108 |
| MUS | 1030 | MUSIC APPRECIATION | 4,510 |
| HIST | 2010 | UNITED STATES HISTORY I | 4,401 |
| BIOL | 2010 | HUMAN ANATOMY/PHYSIOLOGY I | 4,400 |
| SOCI | 1010 | INTRODUCTION TO SOCIOLOGY | 4,372 |
| INFS | 1010 | COMPUTER APPLICATIONS | 4,055 |
| BIOL | 2020 | HUMAN ANATOMY/PHYSIOLOGY II | 3,524 |
| ART | 1030 | INTRODUCTION TO ART | 2,843 |
| PSYC | 2130 | PSYCHOLOGY OF HUMAN GROWTH & DEV | 2,837 |
| ECON | 2010 | MACROECONOMICS | 2,290 |
| MATH | 1130 | COLLEGE ALGEBRA | 2,186 |
| ECON | 2020 | MICROECONOMICS | 2,018 |
| BIOL | 1110 | GENERAL BIOLOGY I | 1,987 |
| MATH | 1710 | PRECALCULUS I | 1,985 |
| BIOL | 1120 | GENERAL BIOLOGY II | 1,952 |

**TWENTY TOP ENROLLED COURSES IN SUMMER 2016**

|  |  |  |  |
| --- | --- | --- | --- |
| **Subject** | **Course Number** | **Course Title** | **Number Enrolled in Summer 2016** |
| MATH | 1530 | STATISTICS AND PROBABILITY | 1,808 |
| ENGL | 1010 | ENGLISH COMPOSITION I | 1,434 |
| SPCH | 1010 | SPEECH COMMUNICATION | 1,404 |
| ENGL | 1020 | ENGLISH COMPOSITION II | 1,368 |
| BIOL | 2010 | HUMAN ANATOMY/PHYSIOLOGY I | 1,255 |
| PSYC | 1030 | GENERAL PSYCHOLOGY | 1,077 |
| HIST | 2010 | UNITED STATES HISTORY I | 1,007 |
| BIOL | 2020 | HUMAN ANATOMY/PHYSIOLOGY II | 906 |
| MUS | 1030 | MUSIC APPRECIATION | 771 |
| HIST | 2020 | UNITED STATES HISTORY II | 752 |
| SOCI | 1010 | INTRODUCTION TO SOCIOLOGY | 704 |
| SPAN | 2010 | INTERMEDIATE SPANISH I | 683 |
| INFS | 1010 | COMPUTER APPLICATIONS | 678 |
| ART | 1030 | INTRODUCTION TO VISUAL ARTS | 665 |
| SPAN | 2020 | INTERMEDIATE SPANISH II | 563 |
| ECON | 2010 | MACROECONOMICS | 558 |
| BIOL | 2230 | MICROBIOLOGY | 550 |
| CHEM | 1110 | GENERAL CHEMISTRY I | 540 |
| PSYC | 2130 | PSYCHOLOGY OF HUMAN GROWTH & DEV | 529 |
| ACCT | 1010 | PRINCIPLES OF ACCOUNTING I | 521 |

10. **LMS / SIS Systems**

**COLLEGE SYSTEMS**

|  |  |  |  |
| --- | --- | --- | --- |
| COLLEGE | LMS | SIS | ONE CARD |
| Chattanooga State | Brightspace D2L | Banner | N/A |
| Cleveland State | Banner | Banner | For ID purposes |
| Columbia State |  |  |  |
| Dyersburg State | D2L | Banner | N/A |
| Jackson State | Elearn (D2L) | Banner Student | N/A |
| Motlow State | Banner | Banner | N/A |
| Nashville State | D2L | Banner | N/A |
| Northeast State | D2L | Banner | Campus Card |
| Pellissippi State | D2L | Banner | US Bank |
| Roane State | Momentum | Banner |  |
| Southwest Tennessee | D2L | Banner | Elliott Data (Student ID and photo ID system |
| Volunteer State | D2L | Banner | N/A |
| Walters State | eLearn D2L | Ellucian Banner | N/A |
| Technical College at Memphis | DPC | Banner | N/A |

11. **Department Charges**

**COLLEGE DEPARTMENT CHARGE POLICY AND DISCOUNT**

|  |  |  |
| --- | --- | --- |
| **COLLEGE** | **Department Charge Policy** | **Discount** |
| Chattanooga State |  | 20% excluding sale items, textbooks and software. Items are exempt from commission |
| Cleveland State | Department Charges are set up and charged through each department account. Charges are given to the business office at the end of the month for payment | 20% |
| Columbia State |  |  |
| Dyersburg State | None | None |
| Jackson State | None | None |
| Motlow State | P cards | 30% |
| Nashville State | Department Heads and Secretaries are able to charge to their account using their faculty/staff number | 10% on all items besides electronics and food |
| Northeast State | Charges shall be submitted to the College’s Accounts Payable department with original sales receipt for each charge as well as submit the charges electronically to Accounts Payable on a monthly basis | Minimum of 20% on all sales items excluding textbooks |
| Pellissippi State |  | 20% on all purchases except textbook and clearance items |
| Roane State |  | 20% on purchases except adopted textbooks, special orders, sale books, class and alumni rings, computer software, periodicals, discounted merchandise, computer hardware, stampa, health and beauty aids, food, snacks and beverages |
| Southwest Tennessee | Able to charge to the dept. | 20% |
| Volunteer State | Authorized dept. members are able to charge to their departments using the account number | 20% on qualifying items |
| Walters State |  | 10% |
| Technical College at Memphis | Authorized department members are able to charge to their department when authorized by the President | Discount 20% |

**TN eCampus**

TN eCampus offers online programs and courses that are equivalent to those at physical campus locations. No differentiation is made between online and on-ground delivery on transcripts or diplomas. All participating institutions are regionally accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), while many programs have additional discipline-specific national accreditation status. TN eCampus offers individuals considering a college education options for accelerating degree completion and a comprehensive view of online programs and courses offered by TBR institutions, regardless of where or how they were developed. In total, there are **500+ online degree program options and certificates** and **400+ online courses**.

The TN eCampus Course Materials Services are currently under contract with one of the TBR universities.

20. **Enrollment**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | **2014** |  | **2015** |  | **2016** |  | **2017** |
|  | **FTE** | **Enrollment** | **FTE** | **Enrollment** | **FTE** | **Enrollment** | **FTE** | **Enrollment** |
| TN eCampus | 10,789 | 53,503 | 9,005 | 52,272 | 9,439 | 47,195 | 10,818 | 41,700 |

21. **General Academic Calendar**

TN eCampus operates on fall, spring and summer semesters. During the fall and spring semester there are 15-week full term as well as two 7-week accelerated sessions.

22. **Sales**

Sales figures for the past three fiscal years are as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | FY '14 | FY '15 | FY '16 | FY '17 |
| TOTAL SALES | $1,412,636 | $1,168,380 | $966,090 | $991,720 |

ATTACHMENT 6.13b

**CUSTOMIZED BOOKSTORE SERVICES**

The Bookstores offer a variety of customized services at each institution. The contractor shall provide customized services to meet the needs of each institution as described below.

**COLLEGE BOOKSTORES**

|  |  |
| --- | --- |
| **INSTITUTION** | **CURRENT CUSTOMIZED SERVICES** |
| Chattanooga State Community College | * Art Supplies * Course Required Supplies * Product Restrictions due to State vending contract |
| Cleveland State Community College | * Computer / Laptop Program (Online) * Computer Hardware Sales * Course Required Supplies * Graduation Regalia (caps, gowns, tassels, rings, invitations, etc.) * Online / Distance Learning Programs * Product Restrictions (sales of beverages are not allowed, limited convenience items based on food service agreement) |
| Dyersburg State Community College | * Graduation Regalia * Online / Distance Learning Programs |
| Jackson State Community College | * Computer / Laptop Program (Online) * Art Supplies * Course Required Supplies (i.e., medical program, uniforms, course supplies, etc.) * Event Concession Sales * Product Restrictions due to State vending contract |
| Motlow State Community College | * Apple Products (Online) * Course Required Supplies * Corporate or Community Education Courses * Online / Distance Learning Programs * Product Restrictions due to State vending contract |
| Nashville State Community College | * Product Restrictions (no alcoholic beverages) * Art Supplies * Course Required Supplies * Graduation Regalia / Items * Online / Distance Learning Programs |
| Northeast State Community College | * Computer / Laptop Program (Apple Authorized retailer, Dell non-stocking program) * Course Required Supplies * Graduation Regalia Rental for Faculty * Online / Distance Learning Programs |

|  |  |
| --- | --- |
| **INSTITUTION** | **CURRENT CUSTOMIZED SERVICES** |
| Pellissippi State Community College | * Computer / Laptop Program (Dell) * Computer Hardware Sales (printers) * Art Supplies * Course Required Supplies * Graduation Related Items (announcements, frames, flowers, etc.) * Check Cashing Services * Corporate or Community Education Courses * Online / Distance Learning Programs * Product Restrictions due to State vending contract |
| Roane State Community College | * Electronics / Laptop Program (i.e., laptops, netbooks, iPods, iPads, etc.) * Computer Hardware / Software Sales (i.e., headphones, printers, printing accessories, media storage, software, cases) * Art Supplies * Course Required Supplies (i.e., medical program, uniforms, course supplies, etc.) * Graduation Related Items * Online / Distance Learning Programs * Corporate or Community Education Courses * Product Restrictions due to State vending contract |
| Southwest Tennessee Community College | * Product Restrictions due to State vending contract |
| Volunteer State Community College | * Computer / Laptop Program (Online) * Computer Hardware Sales * Art Supplies * Course Required Supplies (i.e., medical program, uniforms, course supplies, etc.) * Graduation Regalia * Check Cashing Services * Online / Distance Learning Programs * Product Restrictions (stocking beverage is restricted) |
| Walters State Community College | * Course Required Supplies * Product Restrictions due to State Vending Contract |

ATTACHMENT 6.14

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

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

STATED BY EACH REQUIREMENT

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

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

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

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

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

**AND**

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

**OR**

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

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

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

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

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

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

1. Submission of Proposal

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

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

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

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

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

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

Correct Format (§3):

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

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

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

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

1. Pro Forma Agreement

\_\_\_ Review any “Comments” to the Pro Forma Agreement

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

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