

BUSINESS AFFAIRS SUB-COUNCIL**April 30, 2008****MINUTES**

The meeting began at 9:00 a.m. in the TBR conference room. Present were Mr. Charles Lee (Chair, UOM); Ms. Debra Bauer (NSCC); Mr. Steve Campbell (NSTCC); Mr. Horace Chase (JSCC); Dr. David Collins (ETSU); Ms. Beth Cooksey (VSCC); Mr. John Cothorn (MTSU); Mr. Mike Gower (MTSU); Mr. Ken Horner (COSCC); Mr. Bob Hughes (TSU); Dr. Charles Hurley (CLSCC); Dr. Rosemary Jackson (WSCC); Mr. Ron Kesterson (PSTCC); Ms. Deborah Mailen (CSTCC); Ms. Linda Maxwell (TTU); Mr. Ron Parr (SWCC); Mr. Mike Posey (MSCC); Mr. Mitch Robinson (APSU); Ms. Velma Travis (DSCC); Mr. Jack Walker (RSCC); Mr. Greg Wilgocki (ETSU); Mr. David Zettergren (UOM); Dr. Bob Adams, Ms. Kathy Crisp, Mr. Tom Danford, Ms. Alicia Gillespie, Ms. Tammy Gourley, Ms. Angela Gregory, Ms. Deanna Hall, Ms. Lisa Hall, Ms. Debbie Johnson, Mr. Carl Manka, Dr. Charles Manning, Mr. Jerry Preston, Ms. Brooke Shelton, Mr. Ron Simmons, and Ms. Renee Stewart (TBR).

1. Chancellor's Remarks

Dr. Manning spoke briefly regarding budget issues for the upcoming year. There will likely be base reductions for next year. However, we will not know until the governor releases his revised budget early next week.

There are initiatives floating around the legislature that would limit tuition increases. One bill would limit increases at 5% and another would limit it to CPI levels. There is a feeling among the legislature that higher education should not pass on the effects of the reduction totally to students.

It is expected that F&A will give THEC the reduction amount and let them distribute the reduction to the schools. THEC has not amended their original tuition recommendation that was developed last fall.

A question was raised regarding tuition increases. Before budget cuts, we were instructed to keep tuition increases below 10%. However, we do not know how the cuts will impact us, or how much we might need to increase tuition. During the last base reduction, tuition increased 14%. It is expected that any tuition directives will be included in the budget bill and not a separate statute.

The committee also discussed incidental fee increases. Last year the Board scrutinized requests for fee increases. It was discussed that the Board members should be educated on auxiliary fees, so that they will understand the need for increases in these areas.

A question was raised regarding the possibility of closing the gap between in-state and out-of-state tuition in order to bring in more out-of-state enrollment. Out-of-state students dilute state support. Therefore, the legislature feels like state tax dollars are being used to subsidize out-of-state students.

2. TEMA Presentation

Judy Huff and Jim Cannon from TEMA gave a presentation on hazard mitigation grant opportunities. Ms. Huff discussed the importance of mitigation and the opportunities available for the institutions to apply for mitigation assistance through grant programs.

3. EPA Issues

The EPA is focusing on non-compliance of higher education facilities. Jerry Preston discussed the EPA's voluntary program to disclose non-compliance, which we did not participate in. We have developed a task force, who are currently conducting facility surveys with third party consultants.

The EPA came to ETSU and TTU because we did not participate in the voluntary program. At this point, they only reviewed the central plant area. However, we believe that labs will be the next areas up for review. UOM, ETSU, and MTSU will serve as regional hubs of knowledge for the other institutions.

Mr. Preston distributed a spreadsheet of positions needed to implement a compliance program. It would require a minimum of \$2.7 million recurring, with likely increases as the program matures and additional positions are needed. Currently, 37 new permanent positions would be required. In order to help the TTC's, the inspectors could be regionalized through lead institutions. A question was raised regarding the possibility of outsourcing. This is not a good idea because it would not be cost efficient and there needs to be someone with the authority to make changes.

In addition to the position costs, correcting problems once they are found will also be a financial challenge. We will not receive any state money for this initiative, so Mr. Preston recommended adding a fee to cover these costs. Several business officers did not support passing on the cost of a compliance program to students. Mr. Preston will make a presentation to the Presidents to educate them on this issue.

4. Report of the Committees

A. Finance Committee

Dr. Collins highlighted the following issues from the April 9, 2008 Finance Committee meeting.

- Budget Update

The committee was updated by Tom Danford concerning the personnel budget. Mr. Danford stated that the processes must be tested in the order provided since each process relies on those that precede it. None of the institutions reported any problems with the personnel budget module.

- Cell Phone Allowance

After much discussion, the committee agreed that effective July 1, 2008 there are three ways to account for the cell phone allowance.

1. The cell phone allowance can be paid directly to the employee and charged to salaries, which is considered taxable income.
2. The institution can pay the vendor directly and charge the expense to operating. The expense will be added to the employee's W-2 at year-end unless the employee reimburses a pro rata amount for personal calls. Institutions should be aware that this option results in all phone records being subject to open records requests.
3. The institution can reimburse the employee for cell phone receipts and charge to operating. Since only those charges that have a business purpose may be reimbursed, this is not considered taxable income to the employee. However, documentation must be maintained to prove the business purpose.

The above three methods should be applied to all employee allowances involving cash outlays.

- Student Refund Period

The committee discussed the student refund period. It appeared that there was no support to extend the 100% refund period.

Academic Affairs has adopted a Saturday as the first official day of class in the fall 2008 semester. There was a concern that students will drop classes on Saturday and Sunday thinking that they are within the 100% refund period. TBR will grant a systemwide exception to allow a 100% refund through midnight on Sunday.

Dr. Adams checked with Ken Brooks to determine if Banner would accommodate this exception. Mr. Brooks stated that the refund date can be set up in the tables without requiring any mods.

- Findings and Weaknesses

The committee was given all findings and weaknesses published since the last quarterly Finance Committee meeting. (Attachment A)

There were no findings to report since the last quarterly meeting. There were weaknesses reported at Austin Peay State University, East Tennessee State University, Middle Tennessee State University, University of Memphis, Chattanooga State Technical Community College, and Columbia State Community College.

VSCC asked the committee if any other institutions had an audit weakness regarding the review of check endorsements. State Audit is suggesting that VSCC should review all

checks for valid endorsements. TTU had the same weakness but argued the lack of anything to compare endorsements to and the cost benefit of reviewing endorsements. State Audit decided to remove it from their audit report.

- IT Allocation

The committee discussed the IT allocation. There were two institutions that had requested a systemwide policy.

After much discussion, the Business Affairs Sub Council recommended that institutions be allowed to continue reporting the allocation using any method they deem reasonable and defensible. The institutions are to investigate their allocation methods and ensure that their results are justifiable.

- Direct Deposit Policy

The committee discussed whether student workers are required to have direct deposit. It appeared that most institutions are requiring students to have direct deposit. However, the Finance and Administration policy states that students are exempt.

Subsequent to the Finance Committee meeting, Ms. Stewart reviewed the public chapter and determined that it did not include language exempting students. Dr. Adams will request a revision to F&A's policy.

- Gift Cards

The committee discussed the purchase of gift cards. Several institution employees had purchased gift cards and then requested reimbursement. Some of the gift cards were used to award employees for extra work or pay participants in research studies. It was determined that if employees are performing extra work, any compensation should be handled through the payroll system and not through gift cards.

The committee recommended that there should be no gift cards purchased with state funds. At the Business Affairs meeting, the group recommended that there should be no gift cards purchased with state funds except for non-employees participating in research studies.

- Purchasing Cards

The committee discussed the internal controls over purchasing cards. One institution recently had a serious abuse of the purchasing card. A long time employee was purchasing unnecessary items in large quantities. When the account clerk asked for the invoices to reconcile the purchases, the employee kept saying that he would get them to her, but never did. The clerk kept pursuing the invoices for several months but failed to alert a higher authority in a timely manner. Once the employee contacted the supervisor, it was determined that abuse had occurred. The abuse is still being investigated.

The committee recommended that all institutions review their internal controls for purchasing cards. A strong set of internal controls is needed to avoid jeopardizing this program.

The Finance Committee minutes with the amendment regarding the purchase of gift cards were approved.

B. Council of Buyers

Ms. Gregory highlighted the following issues from the April 23, 2008 Council of Buyers meeting.

- Interpreter Services RFP

Ms. Gregory is working with STCC on an RFP for interpreter services. It is the intent to establish a contract that all institutions will be able to utilize. Ms. Gregory has sent a draft of the RFP to the business officers and she has requested that any changes be sent to her by May 7, 2008.

- Mission Continuity RFP

At the direction of the presidents, the Central Office will issue an RFP for a mission continuity plan for the system. Ms. Gregory is working with a small group comprised of business officers and TTC representatives. The RFP is anticipated to go out in early May.

The RFP will request pricing for both system-wide costs as well as individual campus costs. Ms. Gregory is waiting to hear from UT as to whether or not they want to be included in the RFP.

There had been some discussion regarding having the RFP scored by individuals who are not participating in the RFP process. Dr. Adams stated that he wanted the members of the group currently working on the RFP process to score the vendors because they are familiar with the RFP and its requirements.

- IntelleCard/Evisions

Ms. Gregory informed the group that MetaBank does not comply with Title IV requirements; therefore, Evisions is switching its IntelleCard program to Higher One banking services. This will result in two changes for users:

1. Higher One will now provide the ATM's on campus, instead of MetaBank.
2. There will now be a \$.50 fee per transaction if the IntelleCard is used at a store or another ATM. However, this fee can be avoided if the transaction is processed as a credit rather than a debit.

- Flexible Benefits RFP

Ms. Gregory indicated that she is working with the Central Office Human Resources Department on the flexible benefits RFP. The option of a debit card for users has been included in the RFP. The RFP will be issued within the next 4-6 weeks. Our current agreement will expire in December 2008.

- Student Liability Insurance RFP

The student liability insurance RFP is under review and is should be released at the end of May, with plans to have a contract in place for the fall semester. A draft of the proposal will go out to the business officers today.

- Bidding Furniture

Ms. Gregory asked for an official ruling from Facilities concerning the method that furniture is bid at the institutional level. This resulted from a UOM order that was sent to Facilities for approval. Facilities indicated that three approved manufacturers should have been stipulated in the bid, with a deadline for vendors to submit alternates for approval. Ms. Gregory indicated to Facilities that this has never been officially conveyed to the institutions. Ms. Gregory and Facilities agreed that the method should be consistent whether the funds are capital or institutional. Members of the Council disagreed with this and said that it would be too much work on the front end. A question was raised as to why Facilities had to approve the bid. Ms. Gregory indicated that anything that is facilities related is sent to them for sign-off/approval.

- Effective Dates of Contracts

The Central Office received several contracts for approval from the institutions in which the effective date has already passed. Ms. Gregory distributed an e-mail to the Council and Contracts Officers within the past few months asking them to edit the term language in agreements to state, "The term of this Agreement shall become effective upon signature by all parties." Legal Counsel cannot approve an agreement that is already in effect.

The Council of Buyers minutes were approved.

C. Human Resources

Ms. Johnson highlighted the following issues from the April 8, 2008 Human Resource Officers Committee meeting.

- Policy 5:01:01:14 Family and Medical Leave

The National Defense Authorization Act for FY 2008 was enacted on January 28, 2008, which made significant changes to the Family and Medical Leave Act. General Counsel had previously sent a memorandum on this change and Policy 5:01:01:14 is being revised to reflect the current law. Further guidance from the Department of Labor is pending, but

the law asks that employers consider authorizing the new leave provisions. The committee approved the revision.

- Policy 5:01:00:00 General Personnel Policy

A clarification was added to the policy regarding unused leave. Payment shall be lump sum upon separation for all reasons other than Retirement. Upon Retirement, employees have the option of using terminal leave or receiving a lump sum payment. Our policy will now be consistent with the State and UT.

- 403B Plans

The 403B plan is currently under development. The TBR Human Resources Department is working with a tax specialist at UOM. It was explained that TBR is reviewing a framework of approximately 3-5 vendors. The proposal will be brought to the committee for review in July, with an effective date of January 1, 2009.

- Flexible Benefits Plan RFP

A draft of the Flexible Benefits Plan RFP has been completed and is currently being reviewed by the Purchasing Office. It should be issued within the next few weeks. Volunteers were requested to assist with the official review of the technical specifications in the responses. Please e-mail Ron Ostenfeld if you would like to volunteer or if you have a vendor to add to the RFP list.

- Edison

The Edison go-live date has been moved to October 1, 2008. Sam Smith is currently working on pulling employee and job data from the schools to upload to Edison. Unfortunately, enrollment and dependent data cannot be completed in that manner. The state is requiring that we provide the forms to Benefits Administration for processing.

- Roth 401K

Sam Smith is working with Great West to add the Roth 401K option to our Deferred Compensation Plan. TBR must update the format of our file before we can go live. No date has been set by the State for their employees to go live (UT has already offered this option). TBR has stated that our system would implement with the State of Tennessee.

- 4-Day Work Week

The committee has been asked to revisit implementing a 4-day work week option as a result of rising gas prices. The institutions would not be allowed to close, so employees would be required to work alternate schedules in order to keep up operations. This matter will be discussed further at the President's Council meeting.

The HR Officers minutes with the policy revisions were approved.

D. Internal Audit

Ms. Gourley highlighted the following issues from the April 15, 2008 Internal Auditors' meeting.

- Quality Assurance Review

The group was updated on plans for the QAR. The dates for the review are June 2 through June 13. The contract is being finalized and the group will be provided additional information in the next two weeks regarding site visits and setting up interviews with key institutional staff.

The Internal Audit Committee minutes were approved.

5. Tennessee Consortium for International Studies

Dr. Adams attended a recent meeting where several people asked him to clarify the accounting procedures for this program. Some reported that their institution's international offices are being required to fund these scholarships. Dr. Adams reiterated that the scholarships are to be paid from institutional funds.

It was also brought to our attention that some international studies departments think that all costs should be covered under the scholarship. However, we are only required to provide the cost of tuition as the scholarship amount. An institution may provide additional scholarships for the cost of the trip, but that is optional to the institution.

A question was raised regarding whether or not the international fee could be used to fund a position. Dr. Adams stated that the intent was to leave the use of the international fee up to each individual campus.

6. Banner/SunGard Issues

Mr. Danford informed the committee that a freeze will be placed on change requests for modifications to allow conversion to Banner 7.4. However, they will continue to correct any problems.

Mr. Danford discussed an e-mail campaign for Degree Works. Currently ETSU, MSCC, and DSCC are the only institutions interested. These institutions could save on training costs by joint training.

The committee discussed the purchase of ARGOS for ad hoc report writing. Currently 13 of 19 institutions have committed to using ARGOS. Mr. Danford stated that IT is working to develop a central repository of reports that all institutions can use.

A question was asked regarding Board support for institutions using other report writers. Mr. Danford stated that the Board would continue to provide both SQL and ProC code. He also informed the committee that upgrading to Banner 7.4 will eliminate some of the issues currently

being experienced with Luminus.

Mr. Danford also discussed evaluating mod requests to determine if they are needed. He would like to bring in an outside consultant for review, because an internal review might not be objective. However, none of the institutions want to pay for the cost of an outside consultant.

7. GASB 45

Ms. Stewart reminded the committee that GASB 45, which covers post-employment benefits, will be implemented this year. The State has hired an actuary to compute the disclosure amounts and any related liability. Since the actuary will only compute the amounts for FY 2008, we may need to issue noncomparative statements for FY 2008 if the liability is material. A decision will be made once the actuarial computations are received.

8. Election of BASC Chair

The committee elected Mr. Danny Gibbs as the BASC chairman for the upcoming year.

There being no further business, the meeting was adjourned.

International Studies Financing Policies and Procedures Task Force
June 6, 2007

The International Studies Financing Policies and Procedures Task Force met at 10:00 am on June 6, 2007, in the TBR Board Room. The following members were in attendance: Bert Bach (ETSU); Milton Grimes (PSTCC); Ron Kesterson (PSTCC); Tom Nenon (UOM); Mike Posey (MSCC); Mitch Robinson (APSU); David Zettergren (UOM); Bob Adams and Renee Stewart (TBR).

The committee discussed the task force's charge. It was decided that the task force would limit itself to financial policies and would not address programmatic issues. It was additionally determined that while the Tennessee Consortium for International Studies would include all TBR campuses, international programs on individual campuses would still continue to exist.

The committee noted that the Tennessee Consortium for International Studies (TCIS) will administer study abroad programs only and will not include student exchange programs.

Establishing the Total Cost to Assess Student Participants

Mr. Grimes explained that he develops a budget for each study abroad trip that includes the cost of transportation, lodging, meals, travel incidentals, instructors, chaperones, course costs, etc. He uses this budget to develop a cost per student for participants. The cost per student includes an administrative fee for the home institution. Mr. Grimes explained that he did not include tuition costs in the cost per student calculation.

The committee discussed how the existing faculty pay policies for summer school and overload pay are hampering study abroad calculations. The committee recommended that study abroad programs, both consortium and campus-based, be given exemptions from the faculty pay policies for summer school and overload pay. Mr. Grimes recommended a flat rate of pay for consortium courses that would include \$2,000 for the instructor or director and \$3,000 for course development and other administrative duties. Additionally, campuses would have the authority to augment these flat rates to the extent they considered necessary. Dr. Adams recommended that the TBR policy not include the flat rate amounts; instead, the Executive Director of the TCIS will be given the authority to negotiate these rates.

Dr. Adams inquired how the mechanics of paying travel costs work. Mr. Grimes and Mr. Kesterson explained that as much as possible is prepaid before the trip, such as airfare, lodging costs, etc. The faculty member is issued a check, usually around \$25,000, for costs incurred during travel, such as meals, incidentals, etc. The faculty member is required to retain receipts for expenditures made from the \$25,000.

A committee member inquired about student health insurance. Mr. Grimes responded that all participants (students and faculty) must prove that they have health insurance prior to traveling. PSTCC has purchased a \$25 international student ID card for study abroad students that includes repatriation insurance.

The committee briefly discussed the issue of accreditation. The TCIS is responsible for determining that academic credentials exist for the instructor of record.

The committee discussed who will issue grades – TCIS or the home institution? The consortium will follow the RODP model in that grades will be determined by the instructor of record and communicated by the consortium to the home institution. The home institution will record the grades and issue grade reports to the student.

The committee discussed how tuition (in-state and out-of-state) will be handled. Many committee members felt strongly that all students should pay the same rate, regardless of whether they are enrolled in a community college or university. It was noted that the only services the home institution is providing is registration, forwarding funds to TCIS, and issuing grades. After much discussion, the committee recommended charging all students the same rate and the home institution will award each student a scholarship to cover tuition costs. The accounting treatment will be as follows:

1) Unrestricted fund

Scholarship expense	XXXX.XX
Tuition and fees revenues	XXXX.XX

To record the scholarship awarded to TCIS participant in the amount of in-state and out-of-state tuition (if applicable).

2) Agency fund

Cash	XXXX.XX
Deposits held in custody for others	XXXX.XX

Unrestricted fund

Cash	XXX.XX
Tuition and fees revenues	XXX.XX

To record funds collected from TCIS participant for study abroad program (agency fund includes amount to be remitted to TCIS and unrestricted fund includes administrative fee included in TCIS calculation.)

3) Agency Fund

Deposits held in custody for others	XXXX.XX
Cash	XXXX.XX

To record the transfer of funds for TCIS participant to TCIS.

The committee recommended establishing separate revenue and expense accounts for TCIS scholarships and tuition. The committee further recommended excluding TCIS scholarships from the 10% scholarship ceiling.

The committee briefly discussed whether non-degree transient students will be eligible for TCIS scholarships and how TCIS scholarships will affect the recent attention on need-based scholarships. No recommendations were made on either issue.

Mr. Posey and Mr. Zettergren will research whether TCIS scholarships will have any affect on federal financial assistance awards.

Payment to Faculty Not Employed by the Delivery Institution

Dr. Adams reminded the committee that TBR policy requires that payment will be made by the home institution at which the instructor is employed. A dual service agreement is entered into between the home institution and the contracting institution.

Distribution of Fees Collected from Students of Multiple Institutions Participating in a Study Abroad Program Delivered by Another Institution

The TCIS will act as the administrative entity. As noted above, all home institutions will collect the amount calculated by the TCIS from each student and remit that amount to the TCIS. The home institution will account for these fees in the agency fund. The home institution will record tuition and fee revenue and an offsetting scholarship in the unrestricted fund for all TCIS participants. Additionally, the home institution will record any administrative fee collected in the unrestricted fund as tuition and fee revenue.

Reporting of Credit Hours Generated for Appropriation Purposes

The committee recommended that the home institution record and report the credit hours.

Accounting for Funds Collected from Students for Expenses beyond the Tuition Charges

The only funds collected from students will be the amount calculated by TCIS as the per student rate for the study abroad program. As noted above, all home institutions will collect the amount calculated by the TCIS from each student and remit that amount to the TCIS. The home institution will account for these fees in the agency fund, excluding any amount collected as an administrative fee for the home institution. Any administrative fee amount collected will be recorded in the unrestricted fund as tuition and fee revenue.

Other

The committee discussed how the consortium will be funded. Currently, a consortium fee of \$3,000 for universities and \$2,000 for community colleges is assessed each institution. PSTCC is supplementing the remainder of TCIS' expenses. The committee discussed whether the consortium should be supported by an increase in the rate paid by participating students, an increase in the consortium fee, or a dedication of a percentage of the international education student fee. The committee eliminated dedicating a percentage of the international education student fee as an option. It was felt that this fee should remain on campus and used primarily to fund the TCIS scholarships, internationalizing the college curriculum, and international cultural events. Mr. Grimes noted that if the consortium fee is expected to solely fund the consortium, it will need to be increased to more than double the current rate. Several members saw value in increasing the fee collected from each participating student to include a consortium overhead amount. This method would allow the revenue stream to grow as program demand grows.

The committee discussed whether membership in the consortium is optional. Membership is not optional at this time.

There being no further business to discuss, the committee adjourned.



TENNESSEE BOARD OF REGENTS

Request for Proposal

Mission Continuity Plan

TBR RFP #: 08-1096

Proposal Due Date/Time: 06/13/2008

Electronic copies of this Request for Proposal available by contacting Angela Gregory at angela.gregory@tbr.edu

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1 INTRODUCTION

1.1 Background

The Tennessee Board of Regents (TBR) is the sixth largest system of public higher education in the nation, with 45 campuses, over 185,000 students, and 13,000 full-time employees. The system consists of six universities – one of which has a law school and one of which has a medical school, 13 community colleges, 26 technical centers, and the system office. Institutions are located in 90 of the 95 counties in Tennessee, and offer a large variety of degrees and services.

Institutions vary in complexity and size from a research intensive university with approximately 20,000 students, to a comprehensive university with over 21,000 students, to 4 regional universities (one that includes a medical school), to 13 community colleges, ranging in size from over 11,000 students to less than 3,000 students. The TBR system also includes 26 Tennessee Technology Centers which offer a wide variety of technical and vocational certificate programs.

1.2 Statement of Purpose

The Tennessee Board of Regents, hereinafter System, has issued this Request for Proposal (RFP) to define the System's minimum service requirements; solicit proposals; detail proposal requirements; and, outline the System's process for evaluating proposals and selecting the contractor.

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

The System intends to secure a contract for a mission continuity plan. Since each Institution in the System has an existing collection of emergency response plans to enable a response to an event, and a collection of plans were developed independently by the colleges or departments that already exist, the successful proposer shall gather these, as well as existing risk assessment plans, and evaluate the contents to help the System build a common set of requirements and a presentation style and structure that will recognize the work already completed and build upon that foundation.

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

The RFP Attachment 6.2, *Pro Forma* Contract details the System's required:

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

The *Pro Forma* Contract substantially represents the contract document that the Proposer selected by the System MUST agree to and sign.

1.4 Coverage and Participation

It is acknowledged that the System is issuing this proposal on behalf of all TBR Members Institutions and the University of Tennessee System of Higher Education that desire to purchase under a resulting Agreement. A listing of these institutions is provided in Attachment 6.7.

1.5 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the System's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the System or in the employment practices of the System's contractors. Accordingly, all vendors entering into contracts with

the System 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 System 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.

Debbie Johnson, Asst. Vice Chancellor for Human Resources
Tennessee Board of Regents
1415 Murfreesboro Road, Suite 350
Nashville, TN 37217
(615) 366-4417

1.6 Assistance to Proposers with a Disability

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

1.7 RFP Communications

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

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

Angela Gregory
Director of Purchasing and Contracts
Tennessee Board of Regents
1415 Murfreesboro Road, Suite 350
Nashville, TN 37217
(615) 366-4436
(615) 366-2243 Fax
angela.gregory@tbr.edu

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

RFP 08-1096

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

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

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

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

1.7.7 The System will convey all official responses and communications pursuant to this RFP to the potential Proposers to whom the System mailed a Request for Proposal.

1.7.8 Only the System's official, written responses and communications shall be considered binding with regard to this RFP.

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

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

1.8 Notice of Intent to Propose (OPTIONAL)

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

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

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

1.9 Proposal Deadline

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

1.10 Written Questions/Answer Period

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

2 RFP SCHEDULE OF EVENTS

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

RFP SCHEDULE OF EVENTS		
NOTICE: The System reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The System will communicate any adjustment to the Schedule of Events to the potential Proposers.		
EVENT	TIME	DATE (<u>all</u> dates are System business days)
1. System Issues RFP	4:30pm	5/5/08
2. Disability Accommodation Request Deadline	4:30pm	5/12/08
3. Written Question/Clarifications Deadline	4:30pm	5/21/08
4. System Responds to Written Comments	4:30pm	5/29/08
5. Notice of Intent to Propose	4:30pm	6/6/08
6. Proposal Deadline	2:00pm	6/13/08
7. Proposal Opening	3:00pm	6/13/08
8. System Completes Technical Proposal Evaluations	4:30pm	6/30/08
9. System Opens Cost Proposals and Calculates Scores	4:30pm	7/1/08
10. System Issues Intent to Award Letter <u>and</u> Opens RFP Files for Public Inspection	4:30pm	7/7/08
11. Award of Contract	4:30pm	7/28/08
12. Contract Effective Date	8:00am	9/1/08

3 PROPOSAL REQUIREMENTS

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

3.1 Proposal Form and Delivery

- 3.1.1 Each response to this RFP must consist of a Technical Proposal and a Cost Proposal (as described below).
- 3.1.2 Each Proposer must submit one (1) original, one (1) electronic, and eight (8) copies of the Technical Proposal to the System in a sealed package that is clearly marked:
“Technical Proposal in Response to RFP- 08-1096 -- Do Not Open”
- 3.1.4 Each Proposer must submit one (1) original Cost Proposal to the System in a separate, sealed package that is clearly marked:
“Cost Proposal in Response to RFP- 08-1096 -- Do Not Open”
- 3.1.5 If a Proposer encloses the separately sealed proposals (as detailed above) in a larger package for mailing, the Proposer must clearly mark the outermost package:
“Contains Separately Sealed Technical and Cost Proposals for RFP- 08-1096”
- 3.1.6 The System 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
 Tennessee Board of Regents
 1415 Murfreesboro Road, Suite 350
 Nashville, TN 37217
 (615) 366-4436
 (615) 366-3902 Fax
angela.gregory@tbr.edu

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

3.2 Technical Proposal

- 3.2.1 The RFP Attachment 6.5, Technical Proposal and Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. This guide includes mandatory and general requirements as well as technical queries requiring a written response.
 NOTICE: No pricing information shall be included in the Technical Proposal. Inclusion of Cost Proposal amounts in the Technical Proposal will make the proposal non-responsive, and the System shall reject it.
- 3.2.2 Each Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Each Proposer should duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate).
- 3.2.3 Each proposal should be economically prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible). All proposal pages must be numbered.

- 3.2.4 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.
- 3.2.5 The System may determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference sections of the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide;
- 3.2.6 The System may determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide
- 3.2.7 The Proposer must sign and date the Technical Proposal. Digital, electronic, or facsimile signatures will not be acceptable as the original signature. Failure to submit one (1) original with an original signature will be cause for rejection of the proposal.

3.3 Cost Proposal

- 3.3.1 The Cost Proposal must be submitted to the System in a sealed package separate from the Technical proposal.
- 3.3.2 Each Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.6, Cost Proposal and Scoring Guide.
- 3.3.3 Each Proposer shall ONLY record the proposed cost exactly as required by the Cost Proposal and Evaluation Guide and shall NOT record any other rates, amounts, or information.
- 3.3.4 The proposed cost shall incorporate all costs for services under the Contract for the total contract period.
- 3.3.5 The Proposer must sign and date the original Cost Proposal. Digital, electronic, or facsimile signatures will not be acceptable as the original signature. Failure to submit originals with an original signature shall be cause for rejection of the proposal.
- 3.3.6 If a Proposer fails to submit a Cost Proposal as required, the System shall determine the proposal to be non-responsive and reject it.

4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION

4.1 Proposer Required Review and Waiver of Objections

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

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

4.2 RFP Amendment and Cancellation

The System reserves the unilateral right to amend this RFP in writing at any time. If an RFP amendment is issued, the System will convey such amendment to the potential Proposers who were mailed the RFP. Each proposal must respond to the final written RFP and any exhibits, attachments, and amendments.

The System 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 System 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 System may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. The System may consider any proposal that does not meet the requirements of this RFP to be non-responsive, and the System may reject such a proposal.
- 4.3.3 A Proposer may submit an alternate proposal; however, Proposer must submit a proposal that offers the services requested by this RFP.
- 4.3.4 A Proposer may not restrict the rights of the System or otherwise qualify a proposal. The System may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected. A link to the impermissible clauses or copies of impermissible provisions is available from RFP Coordinator upon request.
- 4.3.5 A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the System may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.
- 4.3.6 A Proposer shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Proposer unless specifically provided for in this proposal.
- 4.3.7 A Proposer shall not submit multiple proposals in different forms. This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and permitting a second Proposer to submit another proposal with the first Proposer 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 forms may result in the disqualification of all Proposers knowingly involved.
- 4.3.8 The System shall reject a proposal if the Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer. Regardless of the time of detection, the System shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.
- 4.3.9 The System shall not contract with or consider a proposal from:
- 4.3.9.1 an individual who is, or within the past six months has been, a state employee. An individual shall be deemed a state employee until such time as all compensation and terminal leave has been paid. Contracts will a company or corporation in which a controlling interest is held by any state employee or

the employee's spouse shall be considered, for the purpose of applying this rule, to be a contract with the individual.

- 4.3.9.2 a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
- 4.3.9.3 a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- 4.3.9.4 any individual, company, or other entity involved in assisting the System in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and such individual, company, or other entity may not submit a proposal in response to this RFP.
- 4.3.10 The System reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with this RFP. If the System 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 System determines that a Proposer has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive and shall be rejected.

4.5 Proposal of Additional Services

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

4.6 Assignment and Subcontracting

- 4.6.1 The Proposer awarded a contract pursuant to this RFP may not subcontract, transfer, or assign any portion of the Contract without the System's prior, written approval.
- 4.6.2 A subcontractor may only be substituted for a proposed subcontractor at the discretion of the System and with the System's prior, written approval.
- 4.6.3 At its sole discretion, the System reserves the right to refuse approval of any subcontract, transfer, or assignment.
- 4.6.4 Notwithstanding System approval of each subcontractor, the Proposer, if awarded a contract pursuant to this RFP, shall be the prime contractor and shall be responsible for all work performed.

4.7 Right to Refuse Personnel

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

4.8 Insurance

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

providing insurance required by the contract is cancelled prior to the policy expiration date, the Proposer, upon receiving a notice of cancellation, shall give immediate notice to the System.

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

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

4.9 Licensure

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

4.10 Financial Stability

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

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 System, 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 System.

4.13 Proposal Preparation Costs

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

4.14 Continued Validity of Proposals

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

4.15 Disclosure of Proposal Contents

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

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

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

4.16 Contractor Registration

All service contractors must complete a vendor application with The System and become a registered vendor. The vendor application submitted by the Proposer will be sent to the Governor's Office of Diversity Business Enterprise for official certification. However, registration with the System is not required to make a proposal (any unregistered service provider must simply register as required prior to the final contract approval). The vendor application is provided in this proposal packet (Attachment 6.8).

4.17 Contract Approval

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

4.18 Contract Cancellation

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

4.20 Contract Term

The System intends to enter into a contract with an expected effective period beginning September 1, 2008 and ending August 31, 2009. The System reserves the right to renew the contract on an annual basis for up to four (4) additional one-year terms at its option. The System reserves the right to cancel the Contract if sufficient funding for its continuance is not appropriated by the General Assembly of the State of Tennessee.

4.21 Contract Payments

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

4.22 Contract Monitoring

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

4.23 Severability

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

4.24 Policy and Guideline Compliance

This proposal request and any award made hereunder are subject to the policies and guidelines of the Tennessee Board of Regents (www.tbr.edu) and the Institution (available upon request).

4.25 Protest Procedures.

A. Right to Protest

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

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

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

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

(iii) Neither a protest nor a stay of award shall proceed under this section unless the protesting party posts a protest bond (See Attachment 6.9). The protesting party shall post, with the Chief Procurement Officer of the System, at the time of filing a notice of protest, a bond payable to the System in the amount of five percent (5%) of the lowest cost proposal evaluated or five percent (5%) of the highest revenue proposal evaluated. Such protest bond shall be in form and substance acceptable to the System and shall be immediately payable to the System conditioned upon a decision by the Chancellor that:

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

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

(v) At the time of filing notice of a protest of a procurement in which the lowest evaluated cost proposal is less than one million dollars (\$1,000,000), or in which the highest evaluated revenue proposal is less than one hundred thousand dollars (\$100,000), a minority or small business protesting party may submit a written petition to the Chief Procurement Officer for exemption from the protest bond requirement of subsection A.(iii). Such a petition must include clear evidence of minority or small business status. On the day of receipt, the petition shall be given (may be faxed) to the Chancellor or designee. The Chancellor has five (5) business days in which to make a determination. If an exemption from the protest bond requirement is granted, the protest shall proceed as though the bond were posted. Should the Chancellor deny an exemption from the requirement, the protesting party shall post the bond with the Chief Procurement Officer of the System as required in subsection A.(iii) within three (3) business days of the determination. For the purposes of this section, "minority business" is defined as solely owned or at least fifty-one percent (51%) owned by a person or persons who control the daily operation of such business and who is

disabled (a person having a physical or mental impairment that in the written opinion of the person's licensed physician, substantially limits one (1) or more of the major life activities of such person, including caring for oneself, and performing manual tasks, which include writing, walking, seeing, hearing, speaking, and breathing); African American (persons having origins in any of the Black racial groups of Africa); Asian American (persons having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the subcontinent, or the Pacific Islands); Hispanic American (persons of Cuban, Mexican, Puerto Rican, Central or South American, or other Spanish or Portuguese origin, culture, or descent, regardless of race,); or Native American (persons having origins in any of the original peoples of North America). For purposes of this section, "small business" is defined as one which is independently owned and operated, has total gross receipts of no more than two million dollars (\$2,000,000) for the most recently ended federal tax year, and employs no more than thirty (30) persons on a full-time basis.

B. Authority to Resolve Protest

- (i) The Chief Procurement Officer of the System has the authority to resolve the protest. If deemed necessary, the Chief Procurement Officer may request a meeting with the protesting party to seek clarification of the protest issues.
- (ii) The final determination of the Chief Procurement Officer shall be given in writing and submitted to the protesting party.
- (iii) The protesting party may request that the final determination of the Chief Procurement Officer be considered by the Chief Business Officer of the System. The request for consideration shall be made in writing to the Chief Business Officer within seven (7) calendar days from the date of the final determination by the Chief Procurement Officer.
- (iv) The Chief Business Officer has the authority to review and resolve the protest. If deemed necessary, the Chief Business Officer may request a meeting with the protesting party to seek clarification of the protest issues. The final determination of the Chief Business Officer shall be given in writing and submitted to the protesting party.
- (v) The protesting party may request that the final determination of the Chief Business Officer be considered by the President or Director of the System. The request for consideration shall be made in writing to the President or Director within seven (7) calendar days from the date of the final determination by the Chief Business Officer.
- (vi) The System shall have no longer than sixty (60) calendar days from receipt of the protest to resolve the protest.
- (vii) The protesting party may request that the final determination of the President/Director be considered by the Chancellor. The request for consideration shall be made in writing to the Chancellor within seven (7) calendar days from the date of the final determination by the President/Director. The determination of the Chancellor or designee is final and shall be given in writing and submitted to the protestor.
- (viii) In the event that the System fails to acknowledge receipt of a protest within fifteen (15) days of receipt of a protest or fails to resolve the protest within sixty (60) calendar days, the protesting party may request that the Chancellor consider the protest at a meeting.

C. Stay of Award

Prior to the award of a contract, a Proposer who has protested may submit to the Chief Business Officer a written petition for stay of award. Such stay shall become effective upon receipt by the Chief Business Officer. The Chief Procurement Officer shall not proceed further with the solicitation process or the award of the contract until the protest has been resolved in accordance with this section, unless the Chancellor makes a written determination that continuation of the

solicitation process or the award of the contract without delay is necessary to protect substantial interests of the System. It shall be the responsibility of the Chief Business Officer to seek such determination by the Chancellor.

D. Protest Subsequent to Award

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

E. Protest Bond

A protest bond may be presented to the System in form and substance compliant with the Protest Bond format, Attachment 6.9. Any protest bond presented to the System that represents a deviation from the attached format shall be considered for acceptability by the System on a case by case basis.

5 PROPOSAL EVALUATION & CONTRACT AWARD

5.1 Evaluation Categories and Maximum Points

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

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	20
Technical Requirements	40
Timeline to Complete Project	10
Cost Proposal	30

5.2 Evaluation Process

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

- 5.2.1 The RFP Coordinator will use the RFP Attachment 6.5, Technical Proposal and Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.
- 5.2.1.1 The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.5, Technical Proposal and Evaluation Guide, Technical Proposal Section A). If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document its determination of whether: (1) the proposal meets requirements for further evaluation; (2) the System will request clarifications or corrections; or, (3) the System will determine the proposal non-responsive to the RFP and reject it.
- 5.2.1.2 A Proposal Evaluation Team, appropriate to the scope and nature of the RFP, will evaluate each Technical Proposal that appears responsive to the RFP.
- 5.2.1.3 Each Proposal Evaluation Team member will independently, evaluate each proposal against the evaluation criteria in this RFP, rather than against other proposals, and will score each in accordance with the RFP Attachment 6.5, Technical Proposal and Evaluation Guide.
- 5.2.1.4 The System reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by the System. The subject Proposer shall put any resulting clarification in writing as may be required by the System.
- 5.2.2 After Technical Proposal evaluations are completed, the RFP Coordinator will open the Cost Proposals and use the RFP Attachment 6.6, Cost Proposal and Scoring Guide to calculate and document the Cost Proposal scores.
- 5.2.3 For each responsive proposal, the RFP Coordinator will add the Technical Proposal score to the Cost Proposal score.

5.3 Contract Award Process

- 5.3.1 The RFP Coordinator will forward the results of the proposal evaluation process to the appropriate System official who will consider the proposal evaluation process results and all pertinent information available to make a determination about the contract award. The System 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 System official.

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

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

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

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

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

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

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

ATTACHMENT 6.1



TENNESSEE BOARD OF REGENTS
HIGHER EDUCATION SYSTEM
 Minority / Ethnicity Form

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

***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.

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 [SYSTEM NAME]
AND
[CONTRACTOR NAME]**

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

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

[ADDRESS]

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

A. SCOPE OF SERVICES:

A.1. [DESCRIBE IN DETAIL THE SERVICES THE CONTRACTOR IS TO PROVIDE TO THE SYSTEM AND THE SERVICES THAT THE SYSTEM IS TO PROVIDE TO THE CONTRACTOR – THIS MAY BE A SUMMARY WITH DETAILED SPECIFICATIONS IN AN ATTACHMENT.]

B. CONTRACT TERM:

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

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

C. PAYMENT TERMS AND CONDITIONS:

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

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the System under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless this Contract is amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the System in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones listed below. The Contractor shall be compensated based upon the following Service Rates:

<u>SERVICE UNIT/MILESTONE</u>	<u>[DUE DATE]</u>	<u>AMOUNT</u>
[SERVICE UNIT/MILESTONE EVENT]		\$(NUMBER AMOUNT)
[SERVICE UNIT/MILESTONE EVENT]		\$(NUMBER AMOUNT)

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

- C.4. Travel Compensation. [PICK ONE OF THESE OPTIONS]

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

[OR]

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

- C.5. Payment of Invoice. The payment of an invoice by the System shall not prejudice the System's right to object to or question any invoice or matter in relation thereto. Such payment by the System shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the System, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.7. Deductions. The System reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the System any amounts which are or shall become due and payable to the System by the Contractor.
- C.8. Retention of Final Payment. An amount of [WRITTEN DOLLAR AMOUNT] [NUMBER AMOUNT], representing [WRITTEN NUMBER] percent [NUMBER %] of the maximum total compensation payable under this Contract, shall be withheld by the System until [WRITTEN NUMBER] [NUMBER] days after final completion of the services to be performed by the Contractor under this Contract.

D. TERMS AND CONDITIONS:

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

- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials.
- D.3. Ethnicity. This Contract shall not be executed until the Contractor has completed the Minority/Ethnicity Form.
- D.4. Termination for Convenience. The System 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 System. The System shall give the Contractor at least [WRITTEN NUMBER] [NUMBER] days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the System 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 System shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services; provided, however, System 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 System for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.6. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the System. If such subcontracts are approved by the System, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination". Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.7. Conflicts of Interest. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.8. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Records. The Contractor shall maintain documentation for all charges against the System 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 System, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the System, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the System as requested. [SPECIFY TIME PERIOD – MONTHLY, QUARTERLY, SEMI-ANNUALLY, ANNUALLY, ETC.]
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or

condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

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

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

- D.14. System Liability. The System shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations, including System policies and guidelines in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the Tennessee Claims Commission in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the System or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.
- D.18. Severability. If any terms 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.19. 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 System:

[NAME AND TITLE OF SYSTEM CONTACT PERSON]
 [SYSTEM NAME]
 [ADDRESS]
 [TELEPHONE NUMBER]
 [FACSIMILE NUMBER]

The Contractor:

[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]
 [CONTRACTOR NAME]
 [ADDRESS]
 [TELEPHONE NUMBER]
 [FACSIMILE NUMBER]

All instructions, notices, consents, demands, or other communications shall be sent in a manner that verifies proof of delivery. Any communication by facsimile transmission shall also be sent by United

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

E.2. 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 System 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 System. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the System 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— System shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, the System 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 System may assess Liquidated Damages. The System 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 System 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 System pursuant to the indemnity provision or other section of this Contract.

The System may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the System exercises its option to declare a Partial Default, or the System terminates the Contract. The System is not obligated to assess Liquidated Damages before availing itself of any other remedy. The System 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 System may declare a Partial Default. In which case, the System 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 System will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the System may revise the time periods contained in the notice written to the Contractor.

In the event the System declares a Partial Default, the System 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 System of providing the defaulted service, whether said service is provided by the System or a third party. To determine the amount the Contractor is being paid for any particular service, the System shall be entitled to receive within five (5) days of any request, pertinent material from Contractor. The System shall make the final and binding determination of the amount.

The System 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 System any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the System in the event a Partial Default is declared.

- b. **System Breach**— In the event of a Breach of contract by the System, the Contractor shall notify the System in writing within 30 days of any Breach of contract by the System. The notice shall contain a description of the Breach. In the event of Breach by the System, the Contractor may avail itself of any remedy available in the Claims Commission; provided, however, failure by the Contractor to give the System written notice and opportunity to cure as described herein operates as a waiver of the System'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 / System Ownership of Work Products.** Contractor grants System a world-wide, perpetual, non-exclusive, irrevocable, fully paid up license to use any proprietary software products delivered under this Contract. The System 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 services provided under this Contract. The System 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 System as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the System for infringement of any third party's intellectual property rights, including but not limited to, any alleged patent or copyright violations. The System 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 System, the Contractor shall take all reasonable steps to secure a license for System 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 System in the event such service is necessitated to enforce the obligations of the Contractor to the System.

- E.5. **Competitive Procurements.** If this Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or services, such procurements shall be made on a competitive basis, when practical.
- E.6. **Inventory/Equipment Control. [CHOOSE ONE]**

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

The Contractor shall notify the System, 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 System for

the *pro rata* amount of the residual value at the time of loss based upon the System'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 System.

[OR]

No equipment shall be purchased under this Contract.

- E.7. System 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 System for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the System 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 System for the residual value of the property at the time of loss.
- E.8. Contract Documents. Included in this Contract by reference are the following documents:
- a. This Contract document and its attachments
 - b. The Request for Proposal and its associated amendments
 - c. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the interpretation of this Contract, these documents shall govern in order of precedence as listed above.

- E.9. E.12. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the System hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.
- E.10. Hold Harmless. The Contractor agrees to indemnify and hold harmless the System as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the System in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the System.
- In the event of any such suit or claim, the Contractor shall give the System immediate notice thereof and shall provide all assistance required by the System in the System's defense. The System shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the System in any legal matter, such rights being governed by **Tennessee Code Annotated**, Section 8-6-106.
- E.11. 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.

IN WITNESS WHEREOF:

[CONTRACTOR LEGAL ENTITY NAME]:

[NAME AND TITLE]

Date

TENNESSEE BOARD OF REGENTS:

Charles W. Manning, Chancellor

Date

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.

PROPOSER LEGAL ENTITY NAME: _____

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

- 1) This proposal constitutes a commitment to provide all services as defined in the RFP Attachment 6.2, *Pro Forma Contract*, Scope of Services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.2, *Pro Forma Contract*. A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the System may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.
- 2) The information detailed in the proposal submitted herewith in response to the RFP is accurate.
- 3) The proposal submitted herewith in response to the RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
- 4) The Proposers shall comply with:
 - a) the laws of the State of Tennessee;
 - b) Title VI of the federal Civil Rights Act of 1964;
 - c) Title IX of the federal Education Amendments Act of 1972;
 - d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
 - e) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
 - f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
 - g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.
- 5) The Proposer shall comply with all of the provisions in the subject RFP and shall accept all terms and conditions set out in the RFP Attachment 6.2, *Pro Forma Contract*.
- 6) Proposer acknowledges that the System is issuing this proposal on behalf of all TBR Members Institutions and the University of Tennessee System of Higher Education that desire to purchase under a resulting Agreement.

SIGNATURE & DATE: _____

ATTACHMENT 6.4**PROJECT NARRATIVE AND DOCUMENTATION**

Each Institution in the System has an existing collection of emergency response plans to enable a response to an event and a collection of plans that were developed independently by the colleges or departments that already exist. The successful proposer shall gather these, as well as existing risk assessment plans, and evaluate the contents to help the System build a common set of requirements and a presentation style and structure that will recognize the work already completed and build upon that foundation.

Proposers should visit http://www.tbr.edu/policies_guidelines/business_guidelines/B-100.htm for the System's Institutional Emergency Preparedness Plan Guideline. Successful Proposer shall be required to visit each university and community college. It is the System's initial intent to accomplish the technology center visits on a regional basis.

The System desires to do much of the work of plan creation utilizing its faculty and staff. The desire is for a consultant or advisor that can guide the Institutions through the process – and help build a process that will work within the existing culture of the System.

The following must be included in the Proposer's RFP Technical Proposal:

1. The System desires to engage a consultant/advisor that can help establish a cohesive mission continuity program. This program must recognize and utilize the existing emergency response plans, existing crisis communications plans, and existing continuity or recovery plans. In this effort, each Institution of the System expects to complete much of the work using in-house resources.
2. The program must establish and create a process that will enable the program to be managed, implemented, exercised, tested and updated as needed.
3. The program should provide a structure that builds upon the already established response structure which has been built by each Institution's First Responders.
4. The successful Proposer will be required to assist each Institution in the System in the establishment of the priorities for the mission continuance, the establishment of recovery objectives and tolerable outage periods or outage impacts.
5. The successful Proposer is required to help each Institution in the System identify the interdependencies that exist within the structure and operations of the System. This activity should also include dependencies on the local community, external suppliers, contractors of IT and other services, and guidance on third party hosted services contracts.
6. The successful Proposer shall help guide the System through the process of determining the recovery strategies that should be explored and implemented in the mission continuity plans. The System expects that a primary and at least one alternate strategy should be developed for each major functional area. It is expected that during this activity, the successful Proposer shall guide and provide advice to the System, but the final strategy(ies) will be the responsibility of the System to develop and formalize.
7. The successful Proposer shall review the strategies that have been proposed by the participants and present recommendations to each Institution in the System, along with recommendations as to which strategy should be developed into the mission continuity plans.
8. The successful Proposer shall assist participants to establish strategies that require capital investment, the successful Proposer shall assist the participants in developing a cost estimate to implement the strategy. A high level estimate should be established, if possible.
9. The successful Proposer shall work with the Institutions to examine existing plans to determine if they will accomplish the recovery of the area as established by the strategies that have been approved by the System. Where weaknesses exist, the successful Proposer shall help the participants in the identification of the weaknesses and provide guidance for the actions needed to minimize or eliminate the weakness.

10. The successful Proposer shall assist in the training of faculty and staff on the use of the plans, the roles of participants and teams during an actual event and how these plans integrate to provide coverage for the System regardless of the specific event being experienced. This training will be provided in person and be available as a self-guided module that can be used after the successful Proposer is finished.
11. The successful Proposer shall provide details on maintaining the program after he/she has finalized the project. This will be achieved through knowledge transfer to the members of the System given the responsibility for the program and will include the production of program guidelines, policies and procedures, and standards.
12. To wrap up the specific project for the successful Proposer and to initiate the beginning of the program for the System, the successful Proposer shall provide a training exercise that will bring the components of the program together in a table-top setting to go through an exercise and document the discoveries and issues that result as we complete the exercise. The System will take those issues and action items and begin the process of updating the plans accordingly.
13. The successful Proposer shall include in their technical response ideas/plans on how to accomplish this regionally (describing effort), including a timetable and schedule for each region. A map of each System's locations is attached. In an effort to capture efficiencies and contain costs, a strategy will be developed to conduct regional training of various Institutions in the System.
14. The successful Proposer shall include a narrative of services to be performed and a schedule for implementation.

The following must be included in the Proposer's RFP Cost Proposal:

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

1. Proposer shall provide a total fixed cost inclusive of travel and training expenses.
2. Proposer shall provide a listing of any optional services available and the associated costs.

TENNESSEE BOARD OF REGENTS
Institution Locations



ATTACHMENT 6.5

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A		
PROPOSER NAME:		
SECTION A — MANDATORY REQUIREMENTS		
<p>The Proposer must address ALL Mandatory Requirements section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). The RFP Coordinator will review all mandatory requirements, including but not limited to the following:</p> <ul style="list-style-type: none"> ▪ Proposal received on or before the Proposal Deadline. ▪ Technical Proposal copies and Cost Proposal packaged separately. ▪ Technical Proposal contains NO cost data. ▪ Proposer did NOT submit multiple proposals in a different form. ▪ Technical Proposal does NOT contain any restrictions of the rights of the System or other qualification of the proposal. <p>The RFP Coordinator will also review the proposal to determine if the Mandatory Requirement Items (below) are met and mark each with pass or fail. For each requirement that is not met, the Proposal Evaluation Team must review the proposal and attach a written determination.</p> <p>NOTICE: In addition to these requirements, the System will also evaluate compliance with ALL RFP requirements.</p>		
Proposal Page # (to be completed by Proposer)	Mandatory Requirement	System Use ONLY
		Pass/Fail
	<p>A.1 Provide the Technical Transmittal and Statement of Certifications and Assurances (in RFP 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.</p> <p><i>Each Proposer <u>must</u> sign the Technical Transmittal and Statement of Certifications and Assurances without exception or qualification.</i></p>	
	<p>A.2 Provide the following as documentation of financial responsibility and stability.</p> <ul style="list-style-type: none"> ▪ a current written bank reference, in the form of a standard business letter, indicating that the proposer's business relationship with the financial institution is in positive standing ▪ two current written, positive credit references, in the form of standard business letters, from vendors with which the Proposer has done business or, documentation of a positive credit rating determined by a accredited credit bureau within the last 6 months ▪ a copy of a valid certificate of insurance indicating liability insurance in the amount of at least \$1,000,000 per occurrence, \$3,000,000 in the aggregate. 	
	<p>A.3 Provide the following as required documentation:</p> <ul style="list-style-type: none"> ▪ Minority/Ethnicity Form ▪ Vendor Application 	

	<p>A.4 Provide a Statement 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.</p> <p><i>Any questions of conflict of interest shall be solely within the discretion of the System, and the System reserves the right to cancel any award.</i></p>	
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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 System employees, will independently evaluate and score the proposal's "qualifications and experience" responses.

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	B.1 Describe the Proposer's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, and telephone number of the person the System 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 employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled <i>nolo contendere</i> 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 services sought under this RFP.
	B.8 Indicate how long the Proposer has been performing the services required by this RFP and include the number of years in business.
	B.9 Indicate the Proposer organization's number of employees, client base, and location of offices.

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items	
	B.10	Provide a narrative description of the proposed project team and its organizational structure, list its members, and include resumes.
	B.11	Provide a statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform.
	B.12	<p>Provide customer references for similar projects representing both three of the larger accounts currently serviced by the vendor and three completed projects as well as a list, if any, of all current contracts with the System or other Tennessee Institutions of Higher Education and all those completed within the previous five year period.</p> <p>Each reference must include:</p> <ul style="list-style-type: none"> ▪ the company name and business address; ▪ the name, title, and telephone number of the company contact knowledgeable about the project work; and ▪ a brief description of the service provided and the period of service. <p>The list of contracts with the System or higher education must include:</p> <ul style="list-style-type: none"> ▪ the contract number; ▪ the contract term; and ▪ the procuring Institution or agency for each reference. <p><i>Each evaluator will generally consider the results of reference inquiries by the System regarding <u>all</u> references provided (both Institution and non-Institution). Current or prior contracts with the System are not a prerequisite and are not required for the maximum evaluation score possible, and the existence of such contracts with the System will not automatically result in the addition or deduction of evaluation points.</i></p>
<i>(Maximum Section B Score =20)</i>		
SCORE (for <u>all</u> Section B items above, B.1 through B.12):		

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C

PROPOSER NAME:

SECTION C — TECHNICAL APPROACH

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

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

Proposal Page # (to be completed by Proposer)	Technical Proposal Items	System Use ONLY		
			Possible Points Score	Points Awarded
	C.1 Provide a narrative that illustrates the Proposer's understanding of the RFP requirements			
	C.2 Provide a narrative that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and provide the System's project deadlines			
	C.3 Assist in establishing a cohesive mission continuity program, recognizing and utilizing the existing emergency response plans, existing crisis communications plans, and existing continuity or recovery plans.			
	C.4 Establish and create a process that will enable the program to be managed, implemented, exercised, tested and updated as needed.			
	C.5 Provide a structure that builds upon the already established response structure which has been built by each Institution's First Responders			
	C.6 Assist each Institution in the System in the establishment of the priorities for the mission continuance, the establishment of recovery objectives and tolerable outage periods or outage impacts.			
	C.7 Assist each Institution in the System to identify the interdependencies that exist within the structure and operations of the System, including dependencies on the local community, external suppliers, contractors of IT and other services, and guidance on third party hosted services contracts.			
	C.8 Guide the System through the process of determining the recovery strategies that should be explored and implemented in the mission continuity			

	plans. A primary and at least one alternate strategy should be developed for each major functional area.												
	C.9 Review strategies that have been proposed by the participants and present recommendations to each Institution in the System, along with recommendations as to which strategy should be developed into the mission continuity plans.												
	C.10 Assist participants to establish strategies that require capital investment, including assistance to the participants in developing a cost estimate to implement the strategy.												
	C.11 Work with the Institutions to examine existing plans and where weaknesses exist, help the participants in the identification of the weaknesses. Provide guidance for the actions needed to minimize or eliminate the weakness.												
	C.12 Assist in the training (in person) of faculty and staff on the use of the plans, the roles of participants and teams during an actual event. Training must also be available as a self-guided module that can be used at a later date.												
	C.13 Provide details on maintaining the program after finalization of the project, including the production of program guidelines, policies and procedures, and standards.												
	C.14 Provide a training exercise that will bring the components of the program together in a table-top setting to go through an exercise and document the discoveries and issues that result as we complete the exercise.												
	C.15 Ideas/plans on how to accomplish this regionally (describing effort), including a timetable and schedule for each region. To capture efficiencies and contain costs, a strategy will be developed to conduct regional training of various Institutions in the System.												
	C.16 Inclusion of a narrative of services to be performed and a schedule for implementation.												
Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>													
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Total Raw Weighted Score</td> <td style="width: 10%; border: none;">X 50</td> <td style="width: 40%; border: none;">= SCORE:</td> </tr> <tr> <td style="border: none;"><hr style="width: 100%;"/></td> <td style="border: none;"></td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">maximum possible raw weighted score <i>(i.e., 5 x the sum of item weights above)</i></td> <td style="border: none;"><i>(maximum section score)</i></td> <td style="border: none;"></td> </tr> </table>				Total Raw Weighted Score	X 50	= SCORE:	<hr style="width: 100%;"/>			maximum possible raw weighted score <i>(i.e., 5 x the sum of item weights above)</i>	<i>(maximum section score)</i>		
Total Raw Weighted Score	X 50	= SCORE:											
<hr style="width: 100%;"/>													
maximum possible raw weighted score <i>(i.e., 5 x the sum of item weights above)</i>	<i>(maximum section score)</i>												

ATTACHMENT 6.6

COST PROPOSAL & SCORING GUIDE		
NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as shown.		
PROPOSER NAME:		
SIGNATURE & DATE:		
<i>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.</i>		
COST PROPOSAL SCHEDULE		
The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of service including all services as defined in the RFP Attachment 6.2. <i>Pro Forma</i> Contract, Scope of Services for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the System. All monetary amounts are United States currency.		
Cost Item Description	Proposed Cost	System Use ONLY
Fixed Cost	\$ _____	
Optional Services:		
1.	\$ _____	
2.	\$ _____	
3.	\$ _____	
<i>The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.</i>		Evaluation Cost Amount: (sum of all weighted cost amounts above)
Lowest Evaluation Cost Amount from <u>all</u> Proposals <hr style="width: 80%; margin: 0 auto;"/> Evaluation Cost Amount Being Evaluated		X 30 (maximum section score)
		= SCORE:

***LISTING OF TBR SYSTEM INSTITUTIONS &
THE UT SYSTEMS OF HIGHER EDUCATION***

Tennessee Board of Regents, Central Office
Austin Peay State University
East Tennessee State University
Middle Tennessee State University
Tennessee State University
Tennessee Technological University
University of Memphis
Chattanooga State Technical Community College
Cleveland State Community College
 TTC-Athens
Columbia State Community College
 TTC-Pulaski
 TTC-Hohenwald
Dyersburg State Community College
 TTC-Newbern
 TTC-Ripley
 TTC-Covington
Jackson State Community College
 TTC-Jackson
 TTC-Whiteville
 TTC-Crump
 TTC-McKenzie
 TTC-Paris
Motlow State Community College
 TTC-Shelbyville
 TTC-Murfreesboro
 TTC-McMinnville
Nashville State Community College
 TTC-Nashville
 TTC-Dickson
Northeast State Technical Community College
 TTC-Elizabethton
Pellissippi State Technical Community College
 TTC-Knoxville
Roane State Community College
 TTC-Oneida/Huntsville
 TTC-Harriman
 TTC-Jacksboro
 TTC-Crossville
Southwest Tennessee Community College
 TTC-Memphis
Volunteer State Community College
 TTC-Livingston
 TTC-Hartsville
Walters State Community College
 TTC-Morristown
University of Tennessee – Chattanooga
University of Tennessee – Knoxville
University of Tennessee – Martin
University of Tennessee – Memphis
University of Tennessee – Tullahoma



TENNESSEE BOARD OF REGENTS

Higher Education System

Vendor Application Form

General Instructions

1. **Company Name and Bid Address.** Enter your company's name and the mailing address to where bids are to be mailed.
2. **Address to which payments are to be mailed.** Enter your company's mailing address where payments are to be mailed. If the same as the bid address, leave blank.
3. **Telephone (toll free).** Enter your company's toll-free telephone number.
4. **Telephone (other).** Enter your company's other (toll) telephone number.
5. **Fax.** Enter your company's fax number.
6. **Name of Contact Person.** Enter the name of the person who will serve as the company's contact person for bid purposes.
7. **Email Address of Contact Person.** Enter the email address of the person listed in #6.
8. **Company URL.** Enter your company's web address (URL).
9. **Federal Identification Number (FEIN):** Enter your company's federal identification number (FEIN).
10. **Social Security Number.** If applicant is an individual or if your company does not have an FEIN, enter your social security number.
11. **Type of Organization.** Choose and select **one** of the listed types of organizations that best describes your company.
12. **Kind of Ownership.** Choose and select **one** of the listed kinds of ownership that apply to your company. (See Minority and Woman Owned Business Ownership Clarifications below.)
13. **Minority Ethnicity Code.** For classification purposes to satisfy purchasing and reporting requirements of the State of Tennessee, this information is needed. Choose and select **one** of the listed minority ethnicity codes that describes your company's ownership. (See Minority Business Ownership Clarification below.)
14. **Annual Gross Sales.** For classification purposes to satisfy purchasing and reporting requirements of the State of Tennessee, this information is needed. Please choose and select **one** of the listed sales volume categories that best describes your company's annual gross sales amount. (See Small Business Ownership Clarification below.)
15. **Type of Business.** For classification purposes to satisfy purchasing and reporting requirements of the State of Tennessee, this information is needed. Choose and select **one** of the listed types of businesses that best describes your company. (See Small Business Ownership Clarification below.)
16. **Number of Employees.** For classification purposes to satisfy purchasing and reporting requirements of the State of Tennessee, this information is needed. Please specify the number of employees currently employed with your company. (See Small Business Ownership Clarification below.)
17. **Excluded from Federal Procurement or Non-procurement Programs.** Are you or any of the principals of your company presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department agency from participation in bid processes? Answer yes or no.
18. **Preference for Reporting Purposes.** If your company qualifies in multiple categories as small, woman owned and/or minority, please specify in which category that you desire for your company to be considered for reporting and classification purposes.
19. **Comments.** List any additional information that you may wish to add to the application.
20. **Commodities.** As part of the vendor application process, please specify the commodities (goods and/or services) that are available for purchase from the applicant. The commodity code listing is enclosed.
21. **Certification.** Sign form and provide information as requested.

Small Business Ownership Clarification:

"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.

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

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:

"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.

ATTACHMENT 6.8



TENNESSEE BOARD OF REGENTS
HIGHER EDUCATION SYSTEM
 Vendor Application Form

Complete all information, sign and mail to:

Tennessee Board of Regents
Purchasing and Contracts Office
1415 Murfreesboro Road/Suite 350
Nashville, TN 37217
Phone: (615) 366-4436
Fax: (615) 366-3902

1. Company Name & Bid Address: _____ _____ _____	2. Address to which payments are to be mailed (if same as #1, leave blank): _____ _____ _____
3. Telephone (toll free):	4. Telephone (other):
5. Fax:	6. Name of Contact Person:
7. Email Address of Contact Person:	8. Company URL:
9. Federal Identification Number (FEIN):	10. Social Security Number (if no FEIN):
11. Type of Organization (Check One): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Non-Profit Org. <input type="checkbox"/> Corporation State of Incorporation: _____ Year of Incorporation: _____	12. Kind of Ownership (Check one): <input type="checkbox"/> Govt. (GO) <input type="checkbox"/> Non-Profit (NO) <input type="checkbox"/> Majority (MJ) <input type="checkbox"/> Minority <input type="checkbox"/> Woman (WO) <input type="checkbox"/> Small (SM)

13. Minority Ethnicity Code (Check One): <input type="checkbox"/> African American (MA) <input type="checkbox"/> Native American (MN) <input type="checkbox"/> Hispanic American (MH) <input type="checkbox"/> Asian American (MS) <input type="checkbox"/> Other Minority (MO) Specify: _____	14. Annual Gross Sales (Check One): <input type="checkbox"/> \$0 - \$499,999 <input type="checkbox"/> \$500,000 - \$749,999 <input type="checkbox"/> \$750,000 - \$999,999 <input type="checkbox"/> \$1,000,000 - \$1,999,999 <input type="checkbox"/> \$2,000,000 and over
---	---

15. Type of Business (Check One): <input type="checkbox"/> Agriculture, Forestry & Fishing <input type="checkbox"/> Architectural / Design / Engineering <input type="checkbox"/> Finance, Insurance & Real Estate <input type="checkbox"/> Construction <input type="checkbox"/> Educational <input type="checkbox"/> Manufacturing <input type="checkbox"/> Marketing / Communications / Public Relations	<input type="checkbox"/> Medical / Healthcare <input type="checkbox"/> Service Industry <input type="checkbox"/> Mining <input type="checkbox"/> Retail Trade <input type="checkbox"/> Wholesale Trade <input type="checkbox"/> Transportation, Commerce & Utilities <input type="checkbox"/> Information Systems / Technology	16. Number of Employees: _____
---	--	--

17. Excluded from Federal Procurement or Nonprocurement Programs? <input type="checkbox"/> Yes <input type="checkbox"/> No	18. Preference for reporting purposes: <input type="checkbox"/> Small <input type="checkbox"/> Minority <input type="checkbox"/> Woman-Owned
---	--

19. Comments:

20. Commodities: Please provide the 3-digit commodity codes (from the enclosed list) for goods and/or services for which your company would like to be provided bid opportunities. If additional space is needed to enter commodities, please attach separate sheet.

Class	Class	Class	Class	Class	Class	Class	Class	Class	Class	Class	Class

21. Certification: I hereby certify that I am an authorized representative of the above company and that all the information as completed above is accurate and true.

Authorized Signature

Title

Date

Name (Printed): _____

NIGP COMMODITY CODE CLASSES

<u>Code</u>	<u>Description</u>
005	ABRASIVES
010	ACOUSTICAL TILE, INSULATING MATERIALS AND SUPPLIES
015	ADDRESSING, COPYING, DUPLICATING MACHINE SUPPLIES
019	AGRICULTURAL CROPS, GRAINS (FRUITS, NUTS, AND VEG)
020	AGRICULTURAL EQUIP AND ACCESSORIES
022	AGRICULTURAL EQUIPMENT AND IMPLEMENT PARTS
025	AIR COMPRESSORS AND ACCESSORIES
031	AIR CONDITIONING, HEATING, VENTILATING EQUIPMENT
035	AIRCRAFT AND AIRPORT EQUIP, PARTS, AND SUPPLIES
037	AMUSEMENT, DECORATIONS, ENTERTAINMENT, GIFTS, TOYS
040	ANIMALS, BIRDS, MARINE LIFE, AND POULTRY, LIVE
045	APPLIANCES AND EQUIPMENT, HOUSEHOLD TYPE
050	ART EQUIPMENT AND SUPPLIES
052	ART OBJECTS
055	AUTO ACCESSORIES (CARS, BUSES, TRAILERS, TRUCKS)
060	AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS
065	AUTOMOTIVE AND TRAILER BODIES, ACCESSORIES, PARTS
070	AUTOMOTIVE VEHICLES, RELATED TRANSPORTATION EQUIP
071	AUTOMOBILES, SCHOOL BUSES, SUVs, AND VANS
072	TRUCKS (INCL. DIESEL, GASOLINE, ELECTRIC, HYBRID)
073	TRAILERS
075	AUTOMOTIVE SHOP, RELATED EQUIPMENT AND SUPPLIES
080	BADGES/NAME TAGS, AWARDS, EMBLEMS, PLATES, JEWELRY
085	BAGS, BAGGING, TIES, AND EROSION SHEETING, ETC.
090	BAKERY EQUIPMENT, COMMERCIAL
095	BARBER AND BEAUTY SHOP EQUIPMENT AND SUPPLIES
100	BARRELS, DRUMS, KEGS, AND CONTAINERS
105	BEARINGS (SEE CLASS 060 FOR WHEEL BEARINGS)
110	BELTS AND BELTING: AUTOMOTIVE AND INDUSTRIAL
115	BIOCHEMICALS, RESEARCH
120	BOATS, MOTORS, AND MARINE EQUIPMENT
125	BOOKBINDING SUPPLIES
135	BRICKS, CLAY, MATERIALS, STONE, TILE PRODTS

140 BROOM, BRUSH, AND MOP MFG MACHINERY AND SUPPLIES
 145 BRUSHES (SEE CLASS 485 FOR JANITORIAL TYPE)
 150 BUILDER'S SUPPLIES
 155 BUILDINGS, STRUCTURES (FABRICATED AND PREFAB)
 160 BUTCHER SHOP AND MEAT PROCESSING EQUIPMENT
 165 CAFETERIA AND KITCHEN EQUIPMENT, COMMERCIAL
 175 CHEMICAL LABORATORY EQUIPMENT AND SUPPLIES
 180 CHEMICAL RAW MATERIALS (MFG, JANITORIAL, LAUNDRY)
 190 CHEMICALS AND SOLVENTS, COMMERCIAL (IN BULK)
 192 CLEANING PRODUCTS, DETERGENTS, SOLVENTS, STRIPPERS
 193 CLINICAL LABORATORY REAGENTS AND TESTS
 195 CLOCKS, WATCHES, JEWELRY AND PRECIOUS STONES
 200 CLOTHING (ATHLETIC, UNIFORM, WEATHER, WORK)
 201 CLOTHING ACCESSORIES
 204 COMPUTER HARDWARE, PERIPHERALS (MICROCOMPUTERS)
 206 COMPUTER HARDWARE, PERIPHERALS (MINI, MAIN FRAME)
 207 COMPUTER ACCESSORIES AND SUPPLIES
 208 COMPUTER SOFTWARE: MICROCOMPUTERS
 209 COMPUTER SOFTWARE: MINI/MAINFRAME COMPUTERS
 210 CONCRETE/METAL PRODUCTS, CULVERTS, PILINGS, SEPTIC
 220 CONTROLLING, MONITORING, RECORDING INSTRUMENTS
 225 COOLERS, DRINKING WATER (WATER FOUNTAINS)
 232 CRAFTS, GENERAL
 233 CRAFTS, SPECIALIZED
 240 CUTLERY, COOKWARE, DISHES, GLASSWARE, UTENSILS
 245 DAIRY EQUIPMENT AND SUPPLIES
 250 DATA PROCESSING CARDS AND PAPER
 255 DECALS AND STAMPS
 257 DEFENSE SYSTEM EQUIPMENT, WEAPONS, ACCESSORIES
 260 DENTAL EQUIPMENT AND SUPPLIES
 265 DRAPERIES, CURTAINS, AND UPHOLSTERY MATERIAL
 269 DRUGS AND PHARMACEUTICALS
 271 DRUG AND FEEDING ADMIN, IRRIGATION EQUIP, SUPPLIES
 279 EIGHTEENTH (18TH) CENTURY REPRODUCTION GOODS
 280 ELECTRICAL CABLES AND WIRES (NOT ELECTRONIC)
 285 ELECTRICAL EQUIPMENT, SUPPLIES (NO CABLE AND WIRE)
 287 ELECTRONIC EQUIPMENT, PARTS, AND ACCESSORIES
 290 ENERGY COLLECTING EQUIP, ACCESSORIES (SOLAR, WIND)
 295 ELEVATORS, ESCALATORS, MOVING WALKS (BLDG TYPE)
 305 ENGINEERING, ARCHITECT, SURVEYING EQUIP/SUPPLIES
 310 ENVELOPES, PLAIN
 312 ENVIRONMENTAL PROTECTIVE EQUIP (INSIDE/OUTSIDE)
 315 EPOXY BASED FORMULATIONS (ADHESIVES, COATINGS)
 318 FARE COLLECTION EQUIPMENT AND SUPPLIES
 320 FASTENERS: BOLTS, NUTS, RIVETS, SCREWS, ETC.
 325 FEED, BEDDING, VITAMINS, SUPPLEMENTS FOR ANIMALS
 330 FENCING
 335 FERTILIZERS AND SOIL CONDITIONERS
 340 FIRE PROTECTION EQUIPMENT AND SUPPLIES
 345 FIRST AID AND SAFETY EQUIPMENT AND SUPPLIES
 350 FLAGS, FLAG POLES, BANNERS, AND ACCESSORIES

360 FLOOR COVERING (INSTALL, REMOVAL EQUIP/SUPPLIES)
365 FLOOR MAINTENANCE MACHINES, PARTS, ACCESSORIES
370 FOOD PROCESSING AND CANNING EQUIPMENT, SUPPLIES
375 FOODS: BAKERY PRODUCTS (FRESH)
380 FOODS: DAIRY PRODUCTS (FRESH)
385 FOODS, FROZEN
390 FOODS: PERISHABLE
393 FOODS: STAPLE GROCERY AND GROCER'S MISC ITEMS
395 FORMS, CONTINUOUS: COMPUTER PAPER, FORM LABELS
400 FOUNDRY CASTINGS, EQUIPMENT, AND SUPPLIES
405 FUEL, OIL, GREASE AND LUBRICANTS
410 FURNITURE: HEALTH CARE, HOSPITAL, DOCTOR'S OFFICE
415 FURNITURE: LABORATORY
420 FURNITURE: CAFETERIA, DORM, LIBRARY, LOBBY, SCHOOL
425 FURNITURE: OFFICE
430 GASES, CONTAINERS, EQUIP: LAB, MEDICAL, WELDING
435 GERMICIDES, CLEANERS, RELATED SANITATION PRODUCTS
440 GLASS AND GLAZING SUPPLIES
445 HAND TOOLS, ACCESSORIES AND SUPPLIES
450 HARDWARE AND RELATED ITEMS
460 HOSE, SUPPLIES (INDUSTRIAL, COMMERCIAL, GARDEN)
465 HOSPITAL, SURGICAL EQUIP, INSTRUMENTS, SUPPLIES
470 HOSPITAL SPECIALIZED EQUIP: HANDICAPPED, DISABLED
475 HOSPITAL, MEDICAL ACCESSORIES, SUNDRY ITEMS
485 JANITORIAL SUPPLIES, GENERAL LINE
490 LAB EQUIP, SUPPLIES (ANALYTICAL AND RESEARCH)
493 LAB EQUIP, SUPPLIES (BIOCHEMISTRY, CHEM, SCIENCE)
495 LAB FIELD EQUIP, SUPPLIES (BIOLOGY, GEOLOGY, ZOO)
500 LAUNDRY, DRY CLNG EQUIP, SUPPLIES, COMMERCIAL
505 LAUNDRY, DRY CLNG COMPOUNDS, DETERGENTS, SUPPLIES
510 LAUNDRY TEXTILES AND SUPPLIES
515 LAWN MAINTENANCE EQUIPMENT AND ACCESSORIES
520 LEATHER AND SHOE ACCESSORIES, EQUIPMENT, SUPPLIES
525 LIBRARY AND ARCHIVAL EQUIPMENT, MACHINES, SUPPLIES
530 LUGGAGE, BRIEF CASES, PURSES AND RELATED ITEMS
540 LUMBER, SIDING, AND RELATED PRODUCTS
545 MACHINERY AND HARDWARE, INDUSTRIAL
550 MARKERS, PLAQUES AND TRAFFIC CONTROL DEVICES
553 MANUFACTURING COMPONENTS AND SUPPLIES
555 METAL, PAPER, PLASTIC STENCILS, STENCILING DEVICES
556 MASS TRANSPORTATION-TRANSIT BUS
557 MASS TRANSPORTATION-TRANSIT BUS PARTS
558 MASS TRANSPORTATION-RAIL VEHICLES AND SYSTEMS
559 MASS TRANSPORTATION-RAIL VEHICLE PARTS, ACCESS
560 MATERIAL HANDLING, CONVEYORS, STORAGE EQUIPMENT
565 MATTRESS, PILLOW MANUFACTURING MACHINERY, SUPPLIES
570 METALS: BARS, PLATES, RODS, SHEETS, STRIPS, TUBING
575 MICROFICHE, MICROFILM EQUIP, ACCESSORIES, SUPPLIES
578 MISCELLANEOUS PRODUCTS (NOT OTHERWISE CLASSIFIED)
580 MUSICAL INSTRUMENTS, ACCESSORIES, AND SUPPLIES
590 NOTIONS, RELATED SEWING ACCESSORIES, SUPPLIES

593 NUCLEAR EQUIP COMPONENTS, ACCESSORIES, SUPPLIES
 595 NURSERY (PLANTS) STOCK, EQUIPMENT, AND SUPPLIES
 600 OFFICE MACHINES, EQUIPMENT, AND ACCESSORIES
 605 OFFICE MECHANICAL AIDS, SMALL MACHINES, APPARATUS
 610 OFFICE SUPPLIES: CARBON PAPER AND RIBBONS
 615 OFFICE SUPPLIES, GENERAL
 620 OFFICE SUPPLIES: ERASERS, PENS, PENCILS
 625 OPTICAL EQUIPMENT, ACCESSORIES, AND SUPPLIES
 630 PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER
 635 PAINTING EQUIPMENT AND ACCESSORIES
 640 PAPER AND PLASTIC PRODUCTS, DISPOSABLE
 645 PAPER (FOR OFFICE AND PRINT SHOP USE)
 650 PARK, RECREATIONAL, SWIMMING POOL EQUIP, SUPPLIES
 652 PERSONAL HYGIENE, GROOMING EQUIPMENT, SUPPLIES
 655 PHOTOGRAPHIC EQUIPMENT, FILM, AND SUPPLIES
 658 PIPE, TUBING, AND ACCESSORIES (NOT FITTINGS)
 659 PIPE AND TUBING FITTINGS
 660 PIPES, TOBACCOS, SMOKING ACCESS; ALCOHOLIC BVGS
 665 PLASTICS, RESINS, FIBERGLASS
 670 PLUMBING EQUIPMENT, FIXTURES, AND SUPPLIES
 675 POISONS: AGRICULTURAL AND INDUSTRIAL
 680 POLICE EQUIPMENT AND SUPPLIES
 685 POULTRY EQUIPMENT AND SUPPLIES
 690 POWER GENERATION EQUIP, ACCESSORIES, SUPPLIES
 691 POWER TRANSMISSION EQUIPMENT
 700 PRINTING PLANT EQUIPMENT AND SUPPLIES
 710 PROSTHETIC DEVICES, HEARING/READING AIDS
 715 PUBLICATIONS, AUDIOVISUAL MATERIALS, BOOKS
 720 PUMPING EQUIPMENT AND ACCESSORIES
 725 RADIO COMM, PHONE, PHONE EQUIP, ACCESS, SUPPLIES
 730 RADIO/TELECOMM TESTING, MEASURING, ANALYZING EQUIP
 735 RAGS, SHOP TOWELS, AND WIPING CLOTHS
 740 REFRIGERATION EQUIPMENT AND ACCESSORIES
 745 ROAD/HWY BUILDING MATERIALS (ASPHALTIC)
 750 ROAD/HWY BUILDING MATERIALS (NOT ASPHALTIC)
 755 ROAD/HWY ASPHALT, CONCRETE HNDLG, PROCESSING EQUIP
 760 ROAD/HWY EQUIP (EARTH HNDLG, GRADING, MOVING)
 765 ROAD/HWY EQUIPMENT (EXCEPT EQUIP IN 755 AND 760)
 770 ROOFING MATERIALS AND SUPPLIES
 775 SALT (SODIUM CHLORIDE)
 780 SCALES AND WEIGHING APPARATUS
 785 SCHOOL EQUIPMENT, TEACHING AIDS, AND SUPPLIES
 790 SEED, SOD, SOIL, AND INOCULANTS
 795 SEWING AND TEXTILE MACHINERY AND ACCESSORIES
 800 SHOES AND BOOTS
 801 SIGNS, SIGN MATERIALS, SIGN MAKING EQUIPMENT, ETC
 803 SOUND SYSTEMS, COMPONENTS, AND ACCESSORIES
 804 SPACECRAFTS, ACCESSORIES AND COMPONENTS
 805 SPORTING GOODS, ATHLETIC, ATHLETIC FACILITY EQUIP
 810 SPRAYING EQUIP (HOUSEHOLD, NURSERY PLANT, PAINT)
 815 STEAM/HOT WATER FITTINGS, ACCESSORIES, SUPPLIES

820 STEAM/HOT WATER BOILERS, STEAM HEATING EQUIPMENT
 825 STOCKMAN EQUIPMENT AND SUPPLIES
 830 TANKS: MOBILE, STATIONARY, UNDERGROUND
 832 TAPE (NOT MEASURING/OPTICAL/SEWING/SOUND/VIDEO)
 840 TELEVISION EQUIPMENT AND ACCESSORIES
 845 TESTING APPARATUS AND INSTRUMENTS
 850 TEXTILES, FIBERS, HOUSEHOLD LINENS, PIECE GOODS
 855 THEATRICAL EQUIPMENT AND SUPPLIES
 860 TICKETS, COUPON BOOKS, SALES BOOKS, ETC.
 863 TIRES AND TUBES (INCL. RECAPPED/RETREADED TIRES)
 864 TRAIN CONTROLS, ELECTRONIC
 865 TWINE AND STRING
 870 VENETIAN BLINDS, AWNINGS, AND SHADES
 875 VETERINARY EQUIPMENT AND SUPPLIES
 880 VISUAL EDUCATION EQUIPMENT AND SUPPLIES
 883 VOICE RESPONSE SYSTEMS
 885 WATER AND WASTEWATER TREATING CHEMICALS
 890 WATER SUPPLY, SEWAGE TREATMENT, RELATED EQUIP
 895 WELDING EQUIPMENT AND SUPPLIES
 898 X-RAY/RADIOLOGICAL EQUIPMENT AND SUPPLIES
 905 AIRCRAFT AND AIRPORT OPERATIONS SERVICES
 906 ARCHITECTURAL SERVICES, PROFESSIONAL
 907 ARCHITECTURAL/ENGINEERING SRVS, NON-PROFESSIONAL
 908 BOOKBINDING AND REPAIRING SERVICES
 909 BUILDING CONSTRUCTION SERVICES, NEW
 910 BUILDING MAINTENANCE, INSTALL, REPAIR SERVICES
 912 CONSTRUCTION SERVICES, GENERAL
 913 CONSTRUCTION SERVICES, HEAVY
 914 CONSTRUCTION SERVICES, TRADE (NEW CONSTRN)
 915 COMMUNICATIONS AND MEDIA RELATED SERVICES
 918 CONSULTING SERVICES
 920 DATA PROCESS, COMPUTER, PRGRMMING, SOFTWARE SRVS
 924 EDUCATIONAL SERVICES
 925 ENGINEERING SERVICES, PROFESSIONAL
 926 ENVIRONMENTAL AND ECOLOGICAL SERVICES
 928 EQUIP MAINT, REPAIR SRVS (AUTOS, TRAILERS, BUSES)
 929 EQUIP MAINT/REPAIR SRVS (AG, CONSTRUCTION)
 931 EQUIP MAINT/REPAIR SRVS(APPLIANCE/ATHLETIC)
 934 EQUIP MAINT/REPAIR SRVS (LAUNDRY/LAWN/PAINTING)
 936 EQUIP MAINT/REPAIR SERVICES (GENERAL EQUIP)
 938 EQUIP MAINT/REPAIR SRVS (HOSPITAL, LAB, TESTING)
 939 EQUIP MAINT/REPAIR SRVS (OFFICE, PHOTO, RADIO)
 940 EQUIP MAINT, REPAIR, CONSTRUCTION FOR RAILROADS
 941 EQUIP MAINT/REPAIR: POWER GENERATION/TRANSMISSION
 944 FARMING AND RANCHING SERVICES, ANIMAL AND CROP
 945 FISHING, HUNTING, TRAPPING, GAME PROPAGATION
 946 FINANCIAL SERVICES
 947 FORESTRY SERVICES
 948 HEALTH RELATED SERVICES
 952 HUMAN SERVICES
 953 INSURANCE AND INSURANCE SERVICES

- 954 LAUNDRY AND DRY CLEANING SERVICES
- 956 LIBRARY SERVICES (INCL RESEARCH/SUBSCRIPTION SRVS)
- 958 MANAGEMENT SERVICES
- 959 MARINE CONSTRUCTION, MARINE EQUIPMENT
- 961 MISC SERVICES, NO. 1 (NOT OTHERWISE CLASSIFIED)
- 962 MISC SERVICES, NO. 2 (NOT OTHERWISE CLASSIFIED)
- 963 NON-BIDDABLE MISCELLANEOUS ITEMS
- 965 PRINTING PREPARATIONS: MATS, NEGATIVES AND PLATES
- 966 PRINTING AND TYPESETTING SERVICES
- 967 PRODUCTION AND MANUFACTURING SERVICES
- 968 PUBLIC WORKS AND RELATED SERVICES
- 971 REAL PROPERTY RENTAL OR LEASE
- 975 RENTAL/LEASE SRVCS (AG, AUTO, MARINE, HEAVY EQUIP)
- 977 RENTAL/LEASE SRVCS (APPLIANCES, FURNITURE, HRDWRE)
- 979 RENTAL/LEASE SRVCS (ENGINEERING, HOSPITAL, LAB)
- 981 RENTAL/LEASE OF GENERAL EQUIP
- 983 RENTAL/LEASE SRVCS (CLOTHING, LAWN, PAINTING)
- 984 RENTAL/LEASE SRVCS (COMPUTERS, DATA/WORD PROCESS)
- 985 RENTAL/LEASE SRVCS (OFFICE/PRINT/RADIO/PHONE)
- 988 ROADSIDE, GROUNDS, RECREATIONAL, PARK SERVICES
- 989 SAMPLING AND SAMPLE PREP SERVICES (FOR TESTING)
- 990 SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES
- 992 TESTING AND CALIBRATION SERVICES
- 998 SALE OF SURPLUS AND OBSOLETE ITEMS

ATTACHMENT 6.9

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)

Bid No: 08-1096
Bid Opening Date: 06/11/08
Date Bids Mailed: 05/1/08

Vendor(s)

1.	Marsh 1732 Remson Avenue Merrick, New York 11566 Phone: 1.516.623.2038 Fax: 1.516.223.2128	Bid	No Bid	No Response	Address Unknown
2.	Agility Recovery Solution 2101 Rexford Road, Suite 350E Charlotte, NC 28211 Phone: 877.364.9393 Fax: 704.341.9099	Bid	No Bid	No Response	Address Unknown
3.	BusinessPlans.com, Inc. 220 South Military Trail Deerfield Beach, FL 33442 Phone: 954.569.0100	Bid	No Bid	No Response	Address Unknown
4.	Agilysys, Inc. 2255 Glades Road, Ste. 301E Boca Raton, FL 33431	Bid	No Bid	No Response	Address Unknown
5.	Advanced Systems Group 15265 Alton Parkway Suite 300 Irvine, California 96218 Phone: 800.991.9274 Fax: 949.777.0401	Bid	No Bid	No Response	Address Unknown
6.	USG, Inc. 7801 E Bush Lake Road Suite 150 Minneapolis, MN 55439 Phone: 952-835-2349 Fax: 952.767.0256	Bid	No Bid	No Response	Address Unknown
7.	Business & Government Continuity Services, Inc. P.O. Box 1706 OKC, OK 73101	Bid	No Bid	No Response	Address Unknown

Phone: 405.737.8348
Fax: 405.741.7424

8.	Ciena 1201 Winterson Road Linthicum, Maryland 21090 Phone: 410.865.8500 Fax: 410.694.5750	Bid	No Bid	No Response	Address Unknown
9.	Cosentry 10801 N. Amity Avenue Kansas City, MO 64153 816.891.5900	Bid	No Bid	No Response	Address Unknown
10.	Key Results Management, Inc. P.O. Box 547 Atlanta, GA 30072-0547 Phone: 404.437.6485 Fax: 404.294.7472	Bid	No Bid	No Response	Address Unknown
11.	PBS&J Nashville 402 BNA Drive, Ste 350 Nashville, TN 37217	Bid	No Bid	No Response	Address Unknown
12.	Emergency Repsonse Planning & Management, Inc. P.O. Box 7065 Princeton, NJ 08543	Bid	No Bid	No Response	Address Unknown
13.	BAT Associates, Inc. 5151 Brook Hollow Pkwy. Ste 250 Norcross, GA 30070	Bid	No Bid	No Response	Address Unknown
14.	URS Corporation 400 Northpark Town Center 1000 Abernathy Road, NE/Suite 900 Atlanta, GA 30328	Bid	No Bid	No Response	Address Unknown
15.	Continental Shelf Associates, Inc. 8502 SW Kansas Avenue Stuart, FL 34997	Bid	No Bid	No Response	Address Unknown

SOUTHWEST TENNESSEE COMMUNITY COLLEGE

Request for Proposal

INTERPRETING SERVICES FOR THE HEARING IMPAIRED

Southwest RFP #: **B012992**

Proposal Due Date/Time: **Friday, June 20, 2008**
 at 3:00 p.m.

*Electronic copies of this Request for Proposal available by contacting Michelle Newman at
mnewman@southwest.tn.edu*

CONTENTS

SECTION

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

RFP ATTACHMENTS:

- 6.1 Ownership Ethnicity Form
- 6.2 *Pro Forma* Contract
- 6.3 Proposal Transmittal/Statement of Certifications & Assurances
- 6.4 Proposal Requirements
- 6.5 Technical Proposal & Evaluation Guide
- 6.6 Cost Proposal & Scoring Guide
- 6.7 Listing of TBR Colleges/Universities/TTCs and the UT System of Higher Education
- 6.8 Vendor Application
- 6.9 Protest Bond

1 INTRODUCTION

1.1 Background

The Tennessee Board of Regents (TBR) is the sixth largest system of public higher education in the nation, with 45 campuses, over 185,000 students, and 13,000 full-time employees. The system consists of six universities – one of which has a law school and one of which has a medical school, 13 community Colleges, 26 technical centers, and the system office. Colleges are located in 90 of the 95 counties in Tennessee, and offer a large variety of degrees and services.

Colleges vary in complexity and size from a research intensive university with approximately 20,000 students, to a comprehensive university with over 21,000 students, to 4 regional universities (one that includes a medical school), to 13 community Colleges, ranging in size from over 11,000 students to less than 3,000 students. The TBR system also includes 26 Tennessee Technology Centers which offer a wide variety of technical and vocational certificate programs.

1.2 Statement of Purpose

Southwest Tennessee Community College hereinafter Colleges/Universities/TTCs, has issued this Request for Proposal (RFP) to define the Colleges/Universities/TTCs minimum service requirements; solicit proposals; detail proposal requirements; and, outline the Colleges/Universities/TTCs process for evaluating proposals and selecting the successful proposer.

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

The Colleges/Universities/TTCs intend to secure a contract to provide interpreting services for students who are hearing impaired. The purpose of this Request for Proposal, hereinafter RFP, is to define Colleges/Universities/TTCs minimum requirements, solicit proposals, and gain adequate information from which the Colleges/Universities/TTCs may evaluate the goods/services which each proposer offers.

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

The RFP Attachment 6.2, *Pro Forma* Contract details the Colleges/Universities/TTCs required:

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

The *Pro Forma* Contract substantially represents the contract document that the Proposer selected by the Colleges/Universities/TTCs MUST agree to and sign.

1.4 Coverage and Participation

It is acknowledged that Southwest Tennessee Community College is issuing this proposal on behalf of all institutions listed in Attachment 6.7. Proposer is to indicate in their proposal response if they are able to service all institutions. If Proposer is unable to provide service to all institutions, proposal shall state which institutions would be included in their service area.

1.5 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment

in the Colleges/Universities/TTCs contracted programs or activities on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the Colleges/Universities/TTCs or in the employment practices of the Colleges/Universities/TTCs contractors. Accordingly, all vendors entering into contracts with the Colleges/Universities/TTCs 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 Colleges/Universities/TTCs 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.

**HUMAN RESOURCES OFFICE
737 UNION AVENUE, MEMPHIS, TN 38103
901-333-5828**

1.6 Assistance to Proposers with a Disability

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

1.7 RFP Communications

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

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

**Michelle Newman
Southwest Tennessee Community College
5983 Macon Cove
Farris Bldg, Suite 2031
Memphis, TN 38134
901-333-4216
901-333-4236
*mnewman@southwest.tn.edu***

1.7.2 The Colleges/Universities/TTCs has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:

RFP- B012992

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

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

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

1.7.6 The Colleges/Universities/TTCs reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for

clarification. The Colleges/Universities/TTCs official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.

- 1.7.7 The Colleges/Universities/TTCs will convey all official responses and communications pursuant to this RFP to the potential Proposers to whom the Colleges/Universities/TTCs mailed a Request for Proposal.
- 1.7.8 Only the Colleges/Universities/TTCs official, written responses and communications shall be considered binding with regard to this RFP.
- 1.7.9 The Colleges/Universities/TTCs reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, electronic mail, or Internet posting).
- 1.7.10 Any data or factual information provided by the Colleges/Universities/TTCs, in this RFP or an official response or communication, shall be deemed for informational purposes only, and if a Proposer relies on such data or factual information, the Proposer should either: (1) independently verify the information; or, (2) obtain the Colleges/Universities/TTCs written consent to rely thereon.

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.

3:00 P.M., Friday, June 20, 2008

1.10 **Written Questions/Answer Period**

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

2 RFP SCHEDULE OF EVENTS

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

RFP SCHEDULE OF EVENTS		
NOTICE: The Colleges/Universities/TTCs reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The Colleges/Universities/TTCs will communicate any adjustment to the Schedule of Events to the potential Proposers.		
EVENT	TIME	DATE (<u>all</u> dates are College business days)
13. Colleges/Universities/TTCs Issues RFP	4:30 p.m.	Monday, May 19, 2008
14. Disability Accommodation Request Deadline	4:30 p.m.	Tuesday, May 27, 2008
15. Written Question from Proposers Deadline	4:30 p.m.	Wednesday, June 4, 2008
16. Colleges/Universities/TTCs Responds to Written Questions	4:30 p.m.	Wednesday, June 11, 2008
17. Proposal Deadline	3:00 p.m.	Friday, June 20, 2008
18. Colleges/Universities/TTCs Completes Technical Proposal Evaluations	4:30 p.m.	Tuesday, July 8, 2008
19. Colleges/Universities/TTCs Opens Cost Proposals and Calculates Scores	8:00 a.m.	Wednesday, July 9, 2008
20. Colleges/Universities/TTCs Issues Intent to Award Letter <u>and</u> Opens RFP Files for Public Inspection	4:30 p.m.	Monday, July 14, 2008
21. Award of Contract	4:30 p.m.	Monday, July 28, 2008
22. Contract Effective Date	12:00 a.m.	Friday, August 1, 2008

1. Communication Access Center for the Deaf & Hard of Hearing
1505 W. Court Street
Flint, MI 48503-5002
800-466-7744
Fax 901-737-8227
Cell 901-277-5031
Reg Steele, Director of Sales
Email: rsteale@cacdhh.org
2. Deaf and Hard of Hearing Services
Attn: Frank Bystrycki
500 Cherry St. SE
Grand Rapids, MI 49503
Phone: 615-732-7358
Fax: 616-732-7365
Email: deafetc@yahoo.com
Website: www.deaf-etc.com
3. Deaf Connect of the Mid-South for the Deaf, Inc
Attn: Ron Aven
144 N Bellevue
Memphis, TN 38104
901-278-9307
Fax 901-278-9301
4. JCIL Deaf and Hard of Hearing Services (JDHHS)
AttN: Amy Flint
1981 Hollywood Dr, Suite 200
Jackson, TN 38305
Phone: 731-664-3986
Fax: 731-668-0406
Email: jdhs@jcil.tn.org
Website: www.j-cil.com
5. League for the Deaf and Hard of Hearing
Attn: Les Hutchinson, P.H.D.
415 4th Ave. South
Nashville, TN 37201
Phone: 615-248-8828
Fax: 615-248-4797
Email: league@ldhh.org
6. Georgia Interpreting Services Network
Attn: Marilyn Teague
44 Broad St. Suite 503
Atlanta, GA 30303
Phone: 404-521-9100
Fax: 404-521-9121
Email: mteague@gisn.org
7. Interpreting Resource of Georgia Inc.
Attn: Donald Clark
4651 Woodstock Rd, Ste 208
Roswell, GA 30075
Phone: 770-928-6735
Fax: 770-928-6596

Email: iri@SDWord.com
Website: www.theinterpretingresource.com

8. Sign Language Interpreting Specialists, Inc.
Attn: Ruth Dubin
130-C John Morrow Pkwy
PMB 114
Gainesville, GA 30501-3569
Phone: 770/531-0700
Fax: 770/947-0894
Email: slisinc@charter.net
9. Center for Accessible Living
Attn: Kelly Peace
305 West Broadway
Louisville, KY 40202
Phone: 502-589-6620
Fax: 502-589-3980
Email: kpeace@calky.org
Website: calky.org
10. Northern Kentucky Services for the Deaf
73 Cavalier Blvd Ste 202
Florence, KY 41042
Phone: 859-372-5255
Fax: 859-372-5257
kcdhh@mail.state.ky.us
11. Kentucky Commission on the Deaf and Hard of Hearing
632 Versailles Rd
Frankfort, KY 40601
Phone: 502-573-2604
Fax: 502-573-3594
Email: kcdhh@mail.state.ky.us
Website: www.kcdhh.org
12. Birmingham Independent Living Center
206 13th St S
Birmingham, AL 35233-1317
Phone: 205-251-2223
Fax: 205-251-0605
Email: bhamilc@bellsouth.net
13. LBP Interpreting, Inc.
Attn: Lori Pituk
2149 Taddish Drive
Mobile, AL 36695
Phone: 251-463-6629
Fax: 251-639-6923
Email: lbpituk@comcast.net
14. HANDS Sign Language Services
Attn: Mark Riddle
2425 Morganton Rd
Fayetteville, NC 28303
Phone: 910-321-0940
Fax: 910-321-0942

15. West Virginia Commission for Deaf and Hard of Hearing
Attn: Kari Preslar
Capitol Complex, Bldg. 6, Rm 863
Charleston, WV 25305

16. Deaf Access, Inc.
Attn: Marie Guernsey
2061 Hopeton Ave
Raleigh, NC 27614-7303
Phone: 919-792-2121
Fax: 919-792-2068
Email: info@deafaccessinc.com
Website: www.Deafaccessinc.com