

---

**REQUEST FOR PROPOSAL**

---

**Compensation Consultant**

<b>APSU RFP #</b>	24-002
<b>Proposal Due</b>	Tuesday, June 27, 2023
<b>Time</b>	4:30 p.m.

## 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 RFP Requirements
- 6.5 Technical Proposal & Evaluation Guide
- 6.6 Cost Proposal & Scoring Guide
- 6.7 Reference Questionnaire
- 6.8 Vendor Product Accessibility Statement and Documentation
- 6.9 Accessibility Conformance and Remediation Form
- 6.10 Proposers Exceptions to Pro Forma Agreement
- 6.11 Vendor Checklist for Prevention of Common RFP Mistakes that lead to Proposal Rejection

## **1 INTRODUCTION**

### **1.1 Background**

Austin Peay State University occupies a site that has served the cultural and educational needs of the Clarksville-Montgomery County area for more than 200 years. Clarksville is the state's fifth-largest city and is home to Tennessee's youngest population. The school is named after former Tennessee Gov. Austin Peay, a Clarksville native. Austin Peay is a four-year public, doctoral-level university.

Austin Peay State University (APSU) does not discriminate against students, employees, or applicants for admission or employment on the basis of race, color, religion, creed, national origin, sex (including pregnancy), sexual orientation, gender identity/expression, disability, age, status as a protected veteran, genetic information, or any other legally protected class with respect to all employment, programs and activities sponsored by APSU.

### **1.2 Statement of Procurement Purpose**

Austin Peay State University has issued this Request for Proposal (RFP) to define the Institution's minimum service requirements; solicit proposals; detail proposal requirements; and outline the Institution's process for evaluating proposals and selecting a contractor to provide the requested goods and/or services.

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

The Institution intends to secure a contract for a Compensation Study as further defined in Attachment 6.4, RFP Requirements.

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

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

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

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

### **1.4 Cooperative Procurement:**

The University intends to promote efficient procurement methods. Accordingly, Supplier acknowledges that any government agency in the United States and U.S. territories (including public universities) may enter into separate agreements with the Supplier, incorporating this agreement. The University is not responsible for third parties who utilize this agreement.

## 1.5 Nondiscrimination

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

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

Office of Equity, Access, and Inclusion  
416 College Street  
P.O. Box 4457  
Clarksville, TN 37044  
931-221-7267  
[richardm@apus.edu](mailto:richardm@apus.edu)

## 1.6 Assistance to Proposers with a Disability

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

## 1.7 RFP Communications

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

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

Patricia Walton  
Assistant Director of Procurement  
505 York Street  
P.O. Box 4638  
Clarksville, TN 37044  
931-221-7573  
[waltonp@apsu.edu](mailto:waltonp@apsu.edu)

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

RFP 24-002

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

1.7.4 The 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.

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

- 1.7.6 The Institution reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification.
- 1.7.7 The institution will convey all official responses and communications and reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP. Such communication may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the Institution. For Internet posting, please refer to the following website: <https://www.apsu.edu/procurement/index.php>
- 1.7.8 Any data or factual information provided by the Institution (in this RFP, An RFP Amendment or any other communication relating to this RFP) is for informational purposes only. The institution will make reasonable efforts to ensure the accuracy of such data or information, however it is the Proposer's obligation to independently verify any data or information provided by the Institution. The Institution expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Proposers.

## **1.8 Notice of Intent to Propose**

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

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

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

## **1.9 Proposal Deadline**

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

## **1.10 Written Questions/Answer Period**

A question and answer period deadline is in the RFP Section 2, Schedule of Events. The purpose of the written question/answer period is to allow Proposers to submit any questions they may have in regard to the scope of services requested. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the Institution as described in RFP Sections 1.7, *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 Institution's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., CT.

<b>NOTICE: The Institution reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. The Institution will communicate any adjustment to the Schedule of Events to the potential Proposers from whom the Institution has received a Notice of Intent to Propose.</b>		
<b>EVENT</b>	<b>TIME</b>	<b>DATE (all dates are Institution business days)</b>
RFP Issued		5/23/2023
Disability Accommodation Request Deadline	4:30 p.m.	5/26/2023
Pre-response Conference (Virtual)		6/6/2023
Notice of Intent to Respond Deadline	4:30 p.m.	6/7/2023
Written "Questions and Comments" Deadline	4:30 p.m.	6/12/2023
Institution Responds to all Questions/Comments and issues and amendments	4:30 p.m.	6/16/2023
Response Deadline	4:30 p.m.	6/27/2023
Institute Completes Technical Proposal Evaluations		7/14/2023
Respondents Finalist Presentations (Virtual)		7/31/2023 – 8/4/2023
Institution Opening & Scoring of Cost Proposals		8/8/2023
Institution Notice of Intent to Award Released and RFP Files Opened for Public Inspection		8/10/2023
End of Open File Period		8/17/2023
Institution sends contract to Contractor for review/negotiations (if any)		8/18/2023
Contractor Signature Deadline		8/30/2023
Setup / Limited Data Migration		9/15/2023 – 11/15/2023
Training		11/15/2023 – 11/30/2023
Go Live **		12/7/2023
Move legacy work orders to new system manually and end all use of existing system		12/22/2024

### 3 PROPOSAL REQUIREMENTS

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

#### 3.1 Proposal Form and Delivery

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

3.1.2 Proposers may submit either electronically or hard copy.

3.1.3 Electronic submission of Proposals and Client References will be accepted via email [waltonp@apsu.edu](mailto:waltonp@apsu.edu). APSU is not responsible for the timely receipt of submission electronically (e.g., email attachment size limits, file share application compatibility, etc.). It is the responsibility of the Proposer to ensure documents are delivered and accessible per deadline.

3.1.3.1 When submitting electronically, email subject line should be:

**“Proposal for RFP 24-002”**

3.1.3.2 Electronic files must be organized as follows:

Each Proposer must submit two (2) separate attachments; one (1) Technical Proposal document (i.e., Attachment 6.5, Qualifications & Experience, Technical, exhibits, appendices, attachments, etc.), and one (1) Cost Proposal file. Each file should be password protected.

3.1.3.3 See Section B.12. for submission of Client References. Client References may be submitted via email to [waltonp@apsu.edu](mailto:waltonp@apsu.edu) directly from the client submitting the reference.

3.1.4 When submitting a hard copy Proposal:

3.1.4.1 Each Proposer must submit one (1) print version, and one (1) \*electronic, version of the Technical Proposal to the Institution in a sealed package that is clearly marked:

**“Technical Proposal for RFP 24-002 – DO NOT OPEN”**

\*electronic copy must be submitted on a flash drive with the Technical Proposal submission in the file format that the original RFP documents were advertised (i.e., Word, Excel, etc.) and in the order defined in Section 3.1.3.2 above).

3.1.4.2 **The Proposer must sign and date the Technical Proposal. Failure to submit one technical proposal with a signature may be cause for rejection of the proposal. The signature should be on Attachment 6.5, Technical Proposal and Evaluation Guide, and must be an individual who has the authority to legally bind the Proposer.**

3.1.4.3 Each Proposer must submit one (1) print version, one (1) \*electronic version of the Cost Proposal to the Institution in a separate, sealed package that is clearly marked:

**“Cost Proposal for RFP 24-002 – DO NOT OPEN”**

\*electronic copy must be submitted on a flash drive with the Cost Proposal submission in the format that the original RFP documents were advertised (i.e. Word, Excel, etc. and in the order defined in Section 3.1.3.2 above)

- 3.1.4.4 The Proposer must sign and date the Cost Proposal. Failure to submit one cost proposal with a signature may be cause for rejection of the proposal. The signature should be on Attachment 6.6, Cost Proposal and Scoring Guide, and must be an individual who has the authority to legally bind the Proposer.
- 3.1.4.5 The Cost Proposal must be submitted to the Institution in a sealed package separate from the Technical proposal.
- 3.1.4.6 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 23-018”**
- 3.1.4.7 Email should be sent to [waltonp@apsu.edu](mailto:waltonp@apsu.edu) with tracking number to notify APSU that a hard copy has been sent.
- 3.1.5 The Institution must receive all proposals in response to this RFP, at the following address, no later than the Proposal Deadline time and date in the RFP Section 2, Schedule of Events. Late proposals will not be considered and will remain unopened and filed in the RFP file.

**Electronic Submissions:**

[waltonp@apsu.edu](mailto:waltonp@apsu.edu)

**Physical Submissions:**

Patricia Walton  
 Procurement and Contract Services  
 Austin Peay State University  
 505 York Street  
 Clarksville, TN 37040  
 Phone: 931-22-7573

- 3.1.6 Proposals must be typewritten or hand-written in ink.

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

- 3.2.2 Each Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Each Proposer must duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate). The order of the response to the Technical Proposal and Evaluation Guide must be preserved.
- 3.2.3 Each proposal should be concisely prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible). All proposal pages must be numbered.
- 3.2.4 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.
- 3.2.5 The Institution may, at its sole discretion, determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference sections of the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide **(including using Attachment 6.5 as a table of contents as specified in 3.2.2 hereof)**;
- 3.2.6 The Institution may at its sole discretion, determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide



3.2.7 **The Proposer must sign and date the Technical Proposal. Digital, electronic, or facsimile signatures will be acceptable as the original signature, if submitting proposal electronically. Failure to submit one (1) original with an original signature will be cause for rejection of the proposal.**

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

### **3.3 Cost Proposal**

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

3.3.2 The 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 goods and/or services under the Contract for the total contract period.

3.3.5 **The Proposer must sign and date the Cost Proposal. Digital, electronic, or facsimile signatures will be acceptable as the original signature, if submitting proposal electronically. Failure to submit one (1) original with an original signature will be cause for rejection of the proposal.**

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

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

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

### **4.1 Proposer Required Review and Waiver of Objections**

Each Proposer must carefully review this RFP and all attachments, including but not limited to defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). All such Comments must be made in writing and received by the Institution no later than the Written Comments Deadline in the RFP Section 2, Schedule of Events. This will allow issuance of any necessary amendments and help prevent the necessity of cancelling the RFP.

Any proposed alternatives, revisions or additions to the Pro Forma Contract (Attachment 6.2) must be made in writing and included in Attachment 6.13.

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

### **4.2 RFP Amendment and Cancellation**

The Institution reserves the unilateral right to amend this RFP at any time. If an RFP amendment is issued, the Institution will communicate such amendment to the potential Proposers. Each proposal submitted must in response to the final written RFP and any exhibits, attachments, and amendments. The Institution reserves the right, at its sole discretion, to cancel and reissue this RFP or to cancel this RFP in its entirety in accordance with applicable laws and regulations.

### **4.3 Proposal Prohibitions and Right of Rejection**

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

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

- 4.3.3 A Proposer may submit an alternate proposal; however, Proposer must submit a proposal that offers the goods and/or services requested by this RFP.
- 4.3.4 A Proposer may not restrict the rights of the Institution or otherwise qualify a proposal. The Institution may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected.
- 4.3.5 A Proposer shall not submit more than one proposal that offers the goods and/or services requested by this RFP. Submitting more than one proposal shall result in the disqualification of the Proposer unless specifically provided for in this RFP.
- 4.3.6 A Proposer shall not submit multiple proposals in different capacities. This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and a second Proposer submitting a proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime contractor. Submitting multiple proposals in different capacities may result in the disqualification of all Proposers knowingly involved.
- 4.3.7 The Institution shall reject a proposal if the Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer. Regardless of the time of detection, the Institution shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.
- 4.3.8 The Institution shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:
- 4.3.8.1 An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
- 4.3.8.2 A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
- 4.3.8.3 A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.
- 4.3.9 The Institution reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with this RFP. If the Institution waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with the RFP.

#### **4.4 Incorrect Proposal Information**

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

#### **4.5 Proposal of Additional Goods and/or services**

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

#### **4.6 Assignment & Subcontracting**

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

- 4.6.2 If a Proposer intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.4., Section B, Qualifications & Experience Requirements, Item B.11.).
- 4.6.3 Subcontractors identified within a response to this RFP will be deemed as approved by the Institution unless the Institution expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.
- 4.6.4 After contract award, a Contractor may only substitute an approved subcontractor at the discretion of the Institution and with the Institution's prior, written approval.
- 4.6.5 Notwithstanding any Institution approval relating to subcontracts, the Proposer who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

#### **4.7 Right to Refuse Personnel**

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

#### **4.8 Insurance**

- A. The Contractor shall maintain Fidelity Insurance. The Contractor shall provide an original certificate of insurance to the Institution prior to the effective date of the Contract and prior to any renewal term thereafter. If the policy is cancelled prior to the policy expiration date, the Contractor, upon receiving a notice of cancellation, shall give immediate notice to the Institution.
- B. The Contractor shall maintain a commercial general liability policy. The commercial general liability policy shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of \$1,000,000 per occurrence, \$3,000,000 in the aggregate. The Contractor shall maintain workers' compensation coverage, or a self-insured program as required under Tennessee law. The Contractor shall deliver to the Institution both certificates of insurance no later than the effective date of the Contract. If any policy providing insurance required by the Contract is cancelled prior to the policy expiration date, the Contractor, upon receiving a notice of cancellation, shall give immediate notice to the Institution.
- C. The enumeration in the Contract of the kinds and amounts of liability insurance shall not abridge, diminish or affect the Contractor's legal responsibilities arising out of or resulting from the goods and/or services under this Contract.

#### **4.9 Professional Licensure and Department of Revenue Registration**

- 4.9.1 All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the Institution as a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.9.2 Before the Contract resulting from this RFP is signed, the apparent successful Proposer (and Proposer's employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods and/or goods and/or services as required by the contract. The Institution may require any Proposer to submit evidence of proper licensure.
- 4.9.3 Before the Contract is signed, the apparent successful Proposer must be registered with or exempted by the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The Institution shall not award a contract unless the Proposer provides proof of such registration or documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirements, Proposer should visit <https://apps.tn.gov/bizreg/>.

#### **4.10 Financial Stability**

The successful Proposer will be required to provide information to APSU to demonstrate financial stability and capability prior to award of contract. These requirements are included but not limited to the requirements located in Attachment 6.4 of this RFP.

#### **4.11 Proposal Withdrawal**

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

#### **4.12 Proposal Errors and Amendments**

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

#### **4.13 Proposal Preparation Costs**

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

#### **4.14 Continued Validity of Proposals**

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

#### **4.15 Disclosure of Proposal Contents**

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

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

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

#### **4.16 Contract Approval**

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

#### **4.17 Contractor Performance**

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

#### **4.18 Contract Amendment**

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

#### **4.19 Severability**

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

#### **4.20 Next Ranked Proposer**

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

#### **4.21 Contractor Registration**

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

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

[Vendor Registration](#)

#### **4.22 Policy and Guideline Compliance**

This proposal request and any award made hereunder are subject to the policies and guidelines of the Austin Peay State University ([www.apsu.edu](http://www.apsu.edu))

#### **4.22 Protest Procedures**

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

<https://www.apsu.edu/procurement/protest-procedures.php>

After you click on the link, go to Section VIII Protested Bids.

A sample protest bond format is provided as Attachment 6.9. A protest shall be considered waived if the subject matter of the protest was known or should have been known to the protester before the Written Comments Deadline and the Protester did not raise the issue in a Written Comment.

## 5 PROPOSAL EVALUATION & CONTRACT AWARD

### 5.1 Evaluation Categories and Maximum Points

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

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	100
Technical Requirements	120
Cost Proposal	60
Presentations	100

### 5.2 Evaluation Process

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

#### 5.2.1 Technical Response Evaluation

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

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

5.2.1.2 A Proposal Evaluation Team, appropriate to the scope and nature of the RFP, and consisting of three (3) or more Institution employees, will evaluate each Technical Proposal that appears responsive to the RFP.

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

5.2.1.4 The Institution reserves the right, at its sole discretion, to request Proposer's clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by the Institution. The Proposer shall submit its resulting clarification to the Institution in the format specified in the clarification request.

#### 5.2.2 Cost Proposal Evaluation

After the Technical Proposal evaluation, has been completed, the Solicitation 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 Total Proposal Score

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

### **5.3 Contract Award Process**

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

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

5.3.2 After the appropriate official's determination, the Institution will issue an Intent to Award as specified in RFP Section 2, Schedule of Events.

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

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

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

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

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

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



MINORITY / ETHNICITY FORM

To comply with reporting regulations required by the State of Tennessee and the United States federal income tax laws, it is necessary that the following information be provided prior to the issuance of any contract.

**This form must be completed in full.**

<p>1. Name of Contractor: _____</p> <p>Federal ID / Social Security Number: _____</p>	<p>2. Is Contractor a US citizen?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If no, state country of citizenship: _____</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><input type="checkbox"/> Service-Disabled Veteran****(see reverse side for definition)</p> <p><input type="checkbox"/> Persons with Disabilities, Disabled Business Enterprise (DSBE)</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    <input type="checkbox"/> Service-Disabled Veteran    <input type="checkbox"/> Persons with Disabilities</p>	
<p>6. Is Contractor or Contractor's parent company located outside the U.S. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, state Country: _____</p>	
<p>7. Certification: I certify that all the information as completed above is accurate and true.</p> <p>_____</p> <p style="display: flex; justify-content: space-between;"> <span>Signature</span> <span>Date</span> </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.

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

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

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

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

**\*\*\*\*\*Persons with Disabilities, Disabled Business Enterprise (DSBE)**

Business owned by persons with disabilities" means a business owned by a person with a disability that is a continuing, independent, for-profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more persons with a disability; 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 persons with a disability and whose management and daily business operations are under the control of one (1) or more persons with a disability:

Person with a disability" means an individual who meets at least one (1) of the following:

- (A) Has been diagnosed as having a physical or mental disability resulting in marked and severe functional limitations that is expected to last no less than twelve (12) months;
- (B) Is eligible to receive social security disability insurance (SSDI); or
- (C) Is eligible to receive supplemental security income (SSI) and has a disability as defined in subdivision (A)

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

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.

## PRO FORMA CONTRACT

The *pro forma Contract* detailed in this attachment contains some “blanks,” signified by descriptions in capital letters, describing material to be added, along with appropriate additional information in the final Contract resulting from this RFP/RFQ.

### CONTRACT BETWEEN AUSTIN PEAY STATE UNIVERSITY AND [CONTRACTOR NAME]

This Contract, by and between Austin Peay State University, hereinafter referred to as the “University” and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the “Contractor,” is for the purpose of providing [BRIEF DESCRIPTION OF THE SERVICE], as further defined in the “SCOPE OF GOODS AND/OR SERVICES.”

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

[ADDRESS]

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

#### A. SCOPE OF SERVICES:

- A.1. [DESCRIBE IN DETAIL THE GOODS AND/OR SERVICES THE CONTRACTOR IS TO PROVIDE TO THE UNIVERSITY AND THE GOODS AND/OR SERVICES THAT THE UNIVERSITY IS TO PROVIDE TO THE CONTRACTOR – THIS MAY BE A SUMMARY WITH DETAILED SPECIFICATIONS IN AN ATTACHMENT. THIS SCOPE OF GOODS AND/OR SERVICES SHOULD BE SUBSTANTIALLY COMPLETE WHEN THE RFP IS ISSUED. The scope of goods and/or services and Contractor’s specific responsibilities are defined in Attachment A of this Agreement.
- A.2. ADD THIS AND ATTACHMENT IF APPLICABLE. The Contractor agrees to provide goods and/or services to the University as well as the eligible institutions listed in Attachment 6.9.

#### B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on [START DATE] and ending on [END DATE]. The University shall have no obligation for goods and/or services rendered by the Contractor which are not performed within the specified period.
- B.2. Term Extension. This agreement shall not be extended for more than a five (5) year period.

#### C. PAYMENT TERMS AND CONDITIONS:

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

the University requests work and the Contractor performs the work in accordance with the Contract requirements.

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the University under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless the Contract is amended.
- C.3. Payment Method. The Contractor agrees that University shall issue payment for all goods and/or services under this Contract via the method agreed upon by the Contractor and the University.
- C.4. Payment Methodology. The Contractor shall be compensated based on the Service Rates in **Attachment B** for units of service authorized by the University in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones identified in Attachment B.

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

- C.5. 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 University Travel Policy, as they may be from time to time amended. [YOU SHOULD MAKE THIS DECISION BEFORE THE RFP IS ISSUED]

- C.6. Payment of Invoice. The payment of the invoice by the University shall not prejudice the University's right to object to or question any invoice or matter in relation thereto. Such payment by the University shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the University, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable goods and/or services.
- C.8. Deductions. The University reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the University any amounts which are or shall become due and payable to the University by the Contractor.
- C.9. Retention of Final Payment. An amount of [WRITTEN DOLLAR AMOUNT] (\$[NUMBER AMOUNT]), representing [WRITTEN NUMBER] percent ([NUMBER] %) of the maximum total compensation payable under this Contract, shall be withheld by the University until [WRITTEN NUMBER] ([NUMBER]) days after final completion of the services to be performed by the Contractor under this Contract. [THIS MAY BE DELETED IF NOT APPLICABLE]

D. TERMS AND CONDITIONS:

- D.1. Required Approvals. The University is not bound by this Contract until it is approved by the appropriate officials in accordance with applicable Tennessee state laws and regulations and University policies as shown on the signature page of this Contract.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials.

- D.3. Ethnicity. This Contract shall not be executed until the Contractor has completed the Minority/Ethnicity Form.
- D.4. Termination for Convenience. The University may terminate this Contract without cause for any reason. Such termination under this Section D.4 shall not be deemed a Breach of Contract by the University. The University shall give the Contractor at least [WRITTEN NUMBER] (NUMBER) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the University be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.5. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the University shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed goods and/or services; provided, however, University 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 University for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.6. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods and/or services performed under this Contract without obtaining the prior written approval of the University. If such subcontracts are approved by the University, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination." 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. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places, available to all employees and applicants, notice of non-discrimination.
- D.9. Records. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the University, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the University, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, quarterly, progress reports to the University as requested. (OR 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 goods and/or services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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

**OR**

The Contractor, being an independent contractor and not an employee of the University, agrees to carry public liability insurance, issued by a carrier licensed to do business in the State of Tennessee, in the amount of at least one million dollars per occurrence, with an endorsement naming the University as an additional insured under the policy, and any other forms of insurance required by law, including, but not limited to workers compensation insurance. The Contractor shall provide proof of all insurance required under this section prior to execution of this Contract. Contractor shall pay applicable taxes incident to this Contract.

[If the Contract calls for the Contractor to do work on the property of the University or to do acts on behalf of the University that have any risk of injury to others, choose the second option]

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

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

The Contractor:

[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]  
[CONTRACTOR NAME]

[ADDRESS]  
[TELEPHONE NUMBER]  
[FACSIMILE NUMBER]  
[EMAIL ADDRESS]

All instructions, notices, consents, demands, or other communications shall be sent in a manner that verifies proof of delivery. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission. 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 University 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 University. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized goods and/or services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the University any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.3. Breach. A party shall be deemed to have breached the Contract if any of the following 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— University shall notify Contractor in writing of a Breach.

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

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

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

(3) Partial Default— In the event of a Breach, the University may declare a Partial Default. In which case, the University shall provide the Contractor written notice of: (1) the date which

Contractor shall terminate providing the service associated with the Breach; and (2) the date the University will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the University may revise the time periods contained in the notice written to the Contractor.

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

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

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

- E.4. Copyrights and Patents/University Ownership of Work Products. Contractor grants University a world-wide, perpetual, non-exclusive, irrevocable, fully paid up license to use any proprietary software products delivered under this Contract. The University shall have royalty-free and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, as well as share in any financial benefits derived from the commercial exploitation of all work products created, designed, developed, or derived from the goods and/or services provided under this Contract. The University 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 University as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the University for infringement of any third party's intellectual property rights, including but not limited to, any alleged patent or copyright violations. The University shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof. In any such action brought against the University, the Contractor shall take all reasonable steps to secure a license for University 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 University in the event such service is necessitated to enforce the obligations of the Contractor to the University.

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

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

- E.6. Performance Bond. [Add only if applicable] Contractor shall furnish a performance bond in the amount equal to [WRITTEN DOLLAR AMOUNT] (\$[NUMBER AMOUNT]), guaranteeing full and faithful performance of all undertakings and obligations under this Contract for the initial Contract term and all extensions thereof. The bond shall be in the manner and form prescribed by the University, must be issued through a company licensed to issue such a bond in the State of Tennessee.

The Contractor shall provide the bond to the University no later than the effective date of this Contract. Failure to provide the performance bond prior to the deadline as required shall result in contract termination.

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

- E.7. Competitive Procurements. If this Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or services, such procurements shall be made on a competitive basis, where practical.

- E.8. 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 University, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Contractor shall be responsible to the University for the *pro rata* amount of the residual value at the time of loss based upon the University's original contribution to the purchase price.

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

[OR]

No equipment shall be purchased under this Contract.

- E.9. University Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the University for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the University in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the University for the residual value of the property at the time of loss.

- E.10. Contract Documents. Included in this Contract by reference are the following documents:

- a. This Contract document, its attachments and amendments
- b. The Request for Proposal RFP \_\_\_\_\_ and its associated amendments
- c. The Contractor's Proposal dated \_\_\_\_\_.

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

- E.11. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the University hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's goods and/or services are endorsed.

- E.12. Hold Harmless. The Contractor agrees to indemnify and hold harmless the University as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action,



including reasonable attorney's fees, which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the University in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the University hereunder.

In the event of any such suit or claim, the Contractor shall give the University immediate notice thereof and shall provide all assistance required by the University in the University's defense. The Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the University in any legal matter, such rights being governed by **Tennessee Code Annotated**, Section 8-6-106.

E.13. 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 detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

E.14. Prohibition on Hiring Illegal Immigrants. T.C.A. §12-3-309, prohibits State entities from contracting to acquire goods and/or services from any person who knowingly utilizes the service of illegal immigrants in the performance of the Contract and by signing this Contract, the Contractor attests that the Contractor shall not knowingly utilize the goods and/or services of illegal immigrants in the performance of the Contract and will not knowingly utilize the goods and/or services of any subcontractor, if permitted under the Contract, who will utilize the goods and/or services of illegal immigrants in the performance of the Contract. **The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the goods and/or services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the goods and/or services of any subcontractor who will utilize the goods and/or services of an illegal immigrant in the performance of this Contract.**

(For contracts that require Fiscal Review Committee approval, the following language with the signed Attestation Form incorporated as an Attachment to the Agreement must be used)

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

E.15. Red Flags and Identity Theft. (Include only if applicable) The Contractor shall have policies and procedures in place to detect relevant Red Flags that may arise in the performance of the Contractor's activities under the Contract, or review the University's Red Flags identity theft program and report any Red Flags to University.

E.16. Sales and Use Tax. (Include for goods and/or services contracts) The Contractor shall be registered with or have received an exemption from the Department of Revenue for the collection of Tennessee sales and

use tax. This registration requirement is a material requirement of this Contract. The Contractor shall comply, and shall require any subcontractor to comply, with all laws and regulations governing the remittance of sales and use taxes on the sale of goods and services made by the Contractor, or the Contractor's subcontractor.

E.17. Data Privacy and Security

Contractor acknowledges that in the course of providing services under this Agreement, Contractor may receive information or be granted access to restricted University information including, but not limited to, personally-identifiable information, student records, protected health information or individual financial information (collectively, Protected Information) of the students, employees, customers and/or donors of the University.

Protected Information can include any information that (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, images and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers).

Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of University Protected Information complies with all applicable federal and state legal and regulatory requirements including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA") of 1974 (20 U.S.C. § 1232g; 34 CFR Part 99), the Gramm-Leach-Bliley Act ("GLBA") (15 U.S.C §§ 6801(b) and 6805(b)(2)), the Federal Trade Commission Safeguards Rule (16 CFR § 314), the Health Information Portability and Accountability Act ("HIPAA") (45 CFR Parts 160 and 164), Payment Card Industries Data Security Standard (PCI-DSS), Tennessee Data Breach Law (Tenn. Code Ann. § 47-18-2107).

Contractor agrees that any University Protected Information provided under the Agreement shall be used only and exclusively to support the service and service execution and not for any other purpose, unless such other use is subsequently specifically agreed to in writing by both parties. Contractor further agrees that it will take all reasonable steps to ensure that its employees or subcontractors who have access to University Protected Information shall not copy, disclose or transmit any of the Protected Information to any third party except as necessary to perform the services under this Agreement.

Contractor agrees that it will protect the University Protected Information it receives according to commercially acceptable standards and no less rigorously than it protects its own confidential information. Specifically, the Contractor shall implement, maintain, and use appropriate administrative, technical, and physical security measures, which may include but not be limited to encryption techniques, to preserve the confidentiality, integrity, and availability of all electronically managed Protected Information. Contractor shall ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities.

Contractor agrees that any and all University Protected Information will be stored, processed, and maintained solely on designated target servers and that no University Protected Information at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes.

Contractor agrees that any and all electronic transmission or exchange of University Protected Information shall be encrypted during transport. Any transmission, transport or storage of University Protected Information to data centers outside of the United States is prohibited without prior written authorization from the University.

Contractor shall implement an Information Security Program throughout the term of this Agreement as required by 16 CFR § 314, for all University Protected Information obtained by or provided to Contractor pursuant to this Agreement, and provide details of said program upon University request.

Contractor, upon request of the University, will provide the University with the Contractor's most current SOC 2 report, or any other comparable information security assessment report for Contractor's operations or the operations of any of the Contractor's third party providers.

For the purposes of this Agreement, a Security Incident shall be defined as any reasonably suspected unauthorized access to any system, server or database, or any other unauthorized access, acquisition, use, or disclosure of Protected Information occurring on systems under Contractor's control.

In the event that a Security Incident occurs, Contractor shall:

- a. provide the University with the name and contact information for an employee of Contractor who shall serve as the University's primary security contact and shall be available to assist the University twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Incident;
- b. notify the University of a Security Incident as soon as practicable, but no later than twenty-four (24) hours after Contractor becomes aware of it, except where disclosure is prohibited by law; and
- c. Notify the University Chief Information Officer and Information Technology Security Director of any such Security Incident by telephone at the following number: 931-221-7113 and via e-mail at [sanchezd@apsu.edu](mailto:sanchezd@apsu.edu) and [taylors@apsu.edu](mailto:taylors@apsu.edu); with a copy by read receipt email to the University IT Security Office at [apitsecurity@apsu.edu](mailto:apitsecurity@apsu.edu); and with a copy by read receipt e-mail to Contractor's primary business contact at the University.

Immediately following Contractor's notification to the University of a Security Incident, the parties shall coordinate to investigate the Security Incident in accordance with the Contractor's standard policies and procedures.

Contractor shall use best efforts to immediately mitigate, resolve any Security Incident, at the Contractor's expense and in accordance with applicable privacy rights, laws, regulations and standards. Contractor shall use best efforts to promptly prevent any further recurrence of any such Security Incident.

Contractor shall reimburse the University for actual costs incurred by the University in responding to and mitigating damages caused by any Security Incident, including all costs of notice and or/remediation.

Contractor shall indemnify, defend and hold the University harmless from all lawsuits, claims, liabilities, damages, settlements, or judgments, which arise as a result of Contractor's negligent acts or omissions or willful misconduct as a part of the Security Incident.

Any Security Incident may be grounds for immediate termination of this Agreement. Contractor agrees that within 30 days of termination, cancellation or expiration of this Agreement, Contractor shall return to the University all copies, whether written, electronic or other form, of Protected Information in an agreed upon format, unless the University requests that the data be destroyed. This provision applies to all copies of Protected Information in the possession of the Contractor or any of the Contractor's third-party providers.

If the University elects to request destruction of University Protected Information, Contractor agrees to securely perform sanitization or physical destruction of the data in accordance with NIST Guidelines for Media Sanitization, NIST SP 800-8. Contractor shall certify in writing to the University that return or destruction of data has been completed.

Cyber Insurance. Contractor shall carry error & omissions and cyber liability insurance in an amount not less than \$5,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, in an amount not less than \$5,000,000 and payable whether incurred by University or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for University or on behalf of University hereunder.

- E.18. Service and Software Accessibility Standards. The Contractor warrants and represents that the service and software, including any updates, provided to the University will meet the accessibility standards set forth in WCAG 2.0 AA (also known as ISO standard, ISO/IEC 40500:2012), EPub 3 and Section 508 of the Vocational Rehabilitation Act. To the extent that the products fail to meet the WCAG 2.0 AA, EPub 3 and Section 508 standards, the Contractor will provide University with a fully completed Accessibility Statement and Conformance and Remediation forms (Attachments 6.13 & 6.14). The Contractor shall indemnify and hold the University harmless in the event of claims arising from inaccessibility related to the Contractor's products and/or services.
- E.19. Contractor Commitment to Diversity. The Contractor shall assist the University in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the University in form and substance as required by University.
- E.19. Limited Tobacco-Use Campus. Austin Peay State University is a Limited Tobacco-Use Campus, reference [Policy 5:002 Smoking, Vaping, and Tobacco Usage](#). The use of tobacco is prohibited on the APSU campus, except in certain locations stated in this policy. Contractor and contractor's employees are expected to abide by this policy to promote a healthy and safe educational living environment on our campuses.
- E.20. Click-Wrap Agreements. The Contractor agrees that click-wrap agreements shall not be binding upon the University. No employee has the actual or apparent authority to enter into click-wrap agreements on behalf of the University without the approval of the University's Procurement and Contract Services Office. No employee has the authority to modify, amend, or supplement this Agreement through a click-wrap agreement. This Agreement can only be modified, amended, or supplemented under these terms through a written amendment in accordance with the University's procedures, policies, and guidelines.
- E.21. The Contractor fully understands that this Agreement is not binding except and until all appropriate State officials' approvals and signatures have been obtained, and the fully executed document returned to the Contractor.
- E.22. Campus Parking. **(Include if applicable) All** vehicles on campus are subject to parking fees to access the campus whether it is in a parking garage or ground surface lot, including contractors and contractor's employees. Parking Permits are available in the Parking Office and are available for purchase by the individual or company. Hourly rates are charged for parking if you do not have a parking permit. The University will not assume liability for any parking hourly rates and permits. In addition, The University does not assume liability for any fines that may be incurred while a vehicle is parked on campus. The University will not reimburse the contractor for parking hourly rates, permits and fines. Any applicable charges for parking are the responsibility of the Contractor.
- E.21. PCI Compliance. **(Include if applicable)** Contractor represents and warrants that for the life of the Contract, the software and services used for processing credit card transactions shall be compliant with standards established by the PCI Security Standards Council (<https://www.pcisecuritystandards.org/index.shtml>). Contractor must clearly define the managed PCI DSS requirements and provide a written agreement that the Contractor is responsible for the security of the cardholder data the Contractor possesses or otherwise stores, processes or transmits on behalf of the University. Contractor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees) and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained or maintained by Contractor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Contractor must annually submit the appropriate "Attestation of Compliance" to the University and clearly identify the services and system components that are included in the scope of their assessment.
- E.22. The Institution is not bound by this Contract until it is executed by the President or her/his delegate per APSU Delegation of Authority for Approval and Execution of Contracts and Agreements Policy 4:022. The person signing on behalf of the Contractor represents she/he is authorized to enter into the Contract on behalf of the entity named in the Contract. The Parties agree that this Contract may be executed in counterparts, executed electronically, and transmitted electronically.

Signature Page to Follow:

IN WITNESS WHEREOF:

**[CONTRACTOR LEGAL ENTITY NAME]:**

---

**[NAME AND TITLE]**

**Date**

**AUSTIN PEAY STATE UNIVERSITY**

---

**MICHAEL J. LICARI, PRESIDENT**

**Date**

**CONTRACTOR RESPONSIBILITIES**

**Contractor Responsibilities to be added upon contract award**

**CONTRACT RATES**

**Note: The contract rates to be added upon contract award.**  
**Proposers are NOT to fill in any cost information below.**

**PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND**

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

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

1. This proposal constitutes a commitment to provide all goods and/or services as defined in the RFP Attachment 6.2, *Pro Forma* Contract, Scope of Goods and/or Services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.2, *Pro Forma* Contract. A Proposal that limits or changes any of the terms or conditions contained in the Pro Forma Contract may be considered by the Institution, in its sole discretion, non-responsive and may be rejected.
2. The information detailed in the proposal submitted herewith in response to the RFP is accurate.
3. The proposal submitted herewith in response to the RFP shall remain valid for at one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
4. The Proposer shall comply with all applicable State and Federal laws and regulations, including Institution policies and guidelines in the submission of its Proposal and, if the successful Proposer, in the performance of the Contract.
5. The Proposer shall comply with all of the provisions in the subject RFP.
6. This section must be answered:

**The Respondent**

\_\_\_\_\_ does or

\_\_\_\_\_ does not agree this agreement will be open to any organization, provided Contractor agrees. Any university, college, school, or government agency (third-party entity) may purchase under this agreement. The third-party-entity may negotiate its own terms with the Contractor.

7. The Proposer certifies, by signature below and submission of this proposal, to the best of its knowledge and belief, that it and its principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with, obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.
8. The Proposer understands and agrees that Proposer shall be paid by ACH payment OR the method agreed upon between the Institution and the Proposer.
9. By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to §12-12-106. For reference purposes, the list is currently available online at: [https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/other/Debarred\\_Vendors.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/other/Debarred_Vendors.pdf)

**SIGNATURE &  
DATE:**



## Maintenance Management Software

### Summary

This proposal is for cloud-based, maintenance management software. The software will be used by Facilities Maintenance staff conducting building maintenance, grounds maintenance, moving services, custodial services, and small renovation projects.

### Technical Requirements

The proposed solution should be an integrated, cloud-based, software solution that provides the following functionality:

#### **1. ADMINISTRATOR / TECHNICIAN PROCESS**

The core function of the software is to track work requests for the Physical Plant department. There should be ability to search for work requests on any field and enter/change information in any field (based on user access level). In addition, some specific expectations are listed below:

- a. Ability to assign single work order to multiple technicians and/or ability for technicians not assigned to a work order to add labor hours.
- b. Ability to access with any common browsers (Chrome, Firefox, Safari, Edge)
- c. Ability to track labor and materials
- d. Role based access (requestor, technician, supervisor, administrator, etc.)

#### **2. MOBILE APPLICATION**

The work order information and asset data should be accessible through a mobile application. At a minimum, this application should allow technicians to see work assigned to them, change the status of a work order assigned to them, add labor (hours and tenths of hours) to a work order assigned to them, and add “action taken” notes to a work order assigned to them. Timer functionality should be available for semi-automated labor hours tracking (i.e. Start a timer when the technician begins work and stop the timer when the technician completes the work). The mobile application should allow a technician to create a new asset record and modify existing asset records.

- a. Mobile application access for technicians (usable on iOS and android devices)
- b. Work order time tracking – real-time timers
- c. Ability to create new assets on mobile device (and add photos)

#### **3. REQUESTOR PROCESS**

The software should have a “work request” page for anyone affiliated with the college to use for submitting work requests. The fields on this page should be a subset of all the fields available on a work order (administrative user should be able to customize the fields visible). Users with an APSU email address (@apsu.edu or @my.apsu.edu) should be able to “self-enroll” into the system. The software should have the ability to enroll

additional users with “non-APSU” email addresses (e.g. custodial contractor, food service contractor, etc.)

- a. Ability for requestors to “self-enroll”
- b. Customizable web portal for work order requestors (limited fields)
- c. Unlimited number of requestors
- d. Single-sign on or other mechanism to utilize existing Microsoft login credentials (while maintaining ability to use logins with other email domains (outside ‘apsu.edu’)
- e. Ability to attach photo(s) and/or video to a work request

#### **4. REPORTS**

The software should have an extensive collection of pre-built reports. Administrative users should have the ability to create custom reports and have the option to automate running of any reports on a recurring schedule (weekly, monthly, etc.)

- a. Automated reports
- b. Customizable reports
- c. Stock reports
- d. Export report data to Microsoft Excel and/or generic comma-separated values (CSV) files

#### **5. AUTOMATED EMAILS**

The software should have the ability to send “status change” emails to work requestors automatically. When the status of a work request changes to “complete,” there should be capability to automatically send an email to the requestor with a survey link (The survey tool can be built into the software or utilize a link to a third-party like Qualtrics). These survey requests should be selectable for a defined percent of all completed work orders (i.e. 25%, 50%)

- a. Flexible, automated email communication with requestors
- b. Ability to automatically send survey to user-defined percent (e.g. 25%) of requestors after work orders are marked complete

#### **6. PREVENTIVE MAINTENANCE**

The software should contain the tools needed to build a scheduled/preventive maintenance (PM) program. This should include the ability to build task lists and assign these to one of more assets. Work orders should then be automatically generated on a regular basis. At a minimum, the frequency options should be daily, weekly, semi-monthly, monthly, quarterly, and annually. The option should be available to prevent generation of a new work order if the previously created work order for the same task has not been completed. There should be ability to easily create a corrective maintenance work order during the PM process if problems are found.

- a. Preventive maintenance work order generation based on calendar (daily, weekly, monthly, quarterly, annually)
- b. Streamline creation of corrective maintenance work orders as needed during preventive maintenance process

## **7. ASSET INVENTORY**

The software should contain the functionality to create an asset database. These assets would be available to connect with a corrective maintenance work order and/or used for creating scheduled maintenance (see item #6). The ability to track warranty information should be available.

- a. Asset inventory
- b. Track warranty status of assets and flag on work orders
- c. Track assets by location

## **8. WAREHOUSE INVENTORY**

The software should have an inventory management module to track inventory of maintenance parts in multiple warehouses. There should be a screen for easy issue of parts from the warehouse with ability to tie the issue to an active work order. Inventory levels should be maintained and daily reports should be available to show items below 'par' levels.

- a. Parts Inventory management for multiple "warehouses"
- b. Parts assigned to work orders at time of issue
- c. Check-out, check-in process for specialized tools/equipment (ability to add charges to work orders for equipment)
- d. Ability to track average cost and par levels of inventory items

## **9. LIMITED DATA IMPORT**

The software should allow import of some basic data from APSU-provided worksheets. The vendor should provide templates for tables to be imported. Existing work order data will not be transferred. Existing preventive maintenance tasks and schedules will not be transferred. Data to be imported will include building name/room number data, administrative/technician user data, and warehouse parts data with current inventory levels.

- a. Limited data import from Inventory Direct (warehouse parts data via vendor-supplied worksheets)
- b. \*\*No expectation to import historic work order data
- c. Technician/Administrator list provided in Excel (via vendor-supplied worksheets)
- d. Building Names / Room Numbers list provided in Excel (via vendor-supplies worksheets)

**ATTACHMENT 6.5**

<b>TECHNICAL PROPOSAL &amp; EVALUATION GUIDE</b>			
<p><b>SECTION A: MANDATORY REQUIREMENTS.</b> The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.</p> <p>The Solicitation Coordinator will review the Proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Chief Procurement Officer must review the Proposal and attach a written determination. A determination that a proposal is non-responsive must be approved by the Chief Business Officer before notice may be sent out that the Proposal has been rejected. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each Proposal for compliance with <u>all</u> RFP requirements.</p>			
<b>PROPOSER LEGAL ENTITY NAME:</b>			
<b>AUTHORIZED PROPOSER SIGNATURE &amp; DATE:</b>			
<ul style="list-style-type: none"> <li>• The Proposal must be delivered to the Institution no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.</li> <li>• The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).</li> <li>• The Technical Proposal must NOT contain cost or pricing information of any type.</li> <li>• The Technical Proposal must NOT contain any restrictions of the rights of the State/Institution or other qualification of the Proposal.</li> <li>• A Proposer must NOT submit alternate Proposals.</li> <li>• A Proposer must NOT submit multiple Proposals in different forms (as a prime and a sub-contractor).</li> </ul>			
Proposal Page # (proposer completes )	Item Ref.	Section A Mandatory Requirements	Pass/Fail
	<b>A.1</b>	Provide the Technical Transmittal and Statement of Certifications and Assurances (Attachment 6.3) completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract.	
	<b>A.2</b>	Provide a Statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.	
	<b>A.3</b>	Provide a current bank reference indicating that the Proposer's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, on bank letterhead, signed, and dated within the <u>past three (3) months</u> .	

	<b>A.4</b>	Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, on reference's letterhead, signed, and dated within the past three (3) months.	
	<b>A.5</b>	Provide <b>EITHER</b> : a) an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.); <b>OR</b> b) a Dun & Bradstreet Credit eValuator Plus Report dated within the last three (3) months and indicating a positive credit rating for the Proposer.	
	<b>A.6</b>	Minority/Ethnicity Form (Attachment 6.1).	
	<b>A.7</b>	Provide a copy of a valid, current certificate of insurance indicating general liability insurance. Prior to contract award, successful Proposer will be required to submit a valid, current certificate of insurance with the limit requirements provided in Section 4.8 above.	

**ATTACHMENT 6.5 CONTINUED**

<b>TECHNICAL PROPOSAL &amp; EVALUATION GUIDE</b>			
<b>SECTION B: QUALIFICATIONS &amp; EXPERIENCE</b>			
The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).			
A Proposal Evaluation Team, made up of three or more Institution employees, will independently evaluate and score the proposal's response to each item.			
<b>PROPOSER NAME:</b>			
Proposal Page # (proposer completes)	Item Ref.	<b>Section B QUALIFICATIONS &amp; EXPERIENCE</b>	Points Awarded
	<b>B.1</b>	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, email address and telephone number of the person the Institution should contact regarding the Proposal.	
	<b>B.2</b>	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>B.3</b>	Provide a Statement of whether the Proposer or any of the Proposer's principals 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>B.4</b>	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>B.5</b>	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>B.6</b>	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>B.7</b>	Provide a brief, descriptive Statement indicating the Proposer's credentials to deliver the goods/services sought under this RFP.	
	<b>B.8</b>	Indicate how long the Proposer has been providing these goods/services required by this RFP and include the number of years in business.	
	<b>B.9</b>	Indicate the Proposer organization's number of employees, client base, and location of offices (list all offices in the State).	
	<b>B.10</b>	<p>Provide a narrative description of the proposed project team and its organizational structure, list its members, and include resumes. (The Institution reserves the right to approve any changes in the proposed project team). Information about each project team member shall include, but not be limited to, the following:</p> <ol style="list-style-type: none"> <li>1. Contact Name,</li> <li>2. Title, and</li> <li>3. Years with the Proposer's firm.</li> </ol>	
	<b>B.11</b>	Provide a statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform. The area of the state that each subcontractor will cover must be included.	
	<b>B.12</b>	<p>Provide three references at other colleges/universities that are using the proposed product(s).</p> <p>Alternatively: provide references of other large environments using the proposed product(s). This can include multi-building office complex, hospital, multi-building apartment complex, etc.</p> <p>The standard reference questionnaire, which <u>must</u> be used and completed, is provided at RFP Attachment 6.7. References that are not completed as required may be deemed non-responsive and may not be considered.</p> <p>The Proposer will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below.</p> <p>(a) Add the Proposer Identification Number to the standard reference questionnaire at RFP Attachment 6.7. and make a copy for each reference. For identification purposes to proposer's references, it is acceptable to provide Proposer name and brief explanation why a Proposer Identification Number is being used on a separate sheet of paper.</p> <p>(b) Send a reference questionnaire to each reference.</p> <p>(c) Instruct the reference to:</p> <ol style="list-style-type: none"> <li>(i) complete the reference questionnaire;</li> <li>(ii) sign and date the completed reference questionnaire;</li> </ol>	

	<p>(iii) return the completed questionnaire directly to <a href="mailto:ap-bids@apsu.edu">ap-bids@apsu.edu</a> (the Proposer may wish to give each reference a deadline).</p> <p>.NOTES: The Institution will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required.</p> <ul style="list-style-type: none"> <li>• The Institution will not review more than the number of required references indicated above.</li> <li>• While the Institution will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the Institution reserves the right to confirm and clarify information detailed in the completed reference questionnaires and may consider clarification responses in the evaluation of references.</li> <li>• The Institution reserves the right to check other sources of references.</li> </ul> <p>The Institution is under <u>no</u> obligation to clarify any reference information.</p>	
Total Qualifications and Experience Points = _____		



**ATTACHMENT 6.5 CONTINUED**

<b>TECHNICAL PROPOSAL &amp; EVALUATION GUIDE — SECTION C</b>			
<b>PROPOSER NAME:</b>			
<b>SECTION C — TECHNICAL APPROACH</b>			
<p>The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (with the associated item references). A Proposal Evaluation Team, made up of three or more Institution employees, will independently evaluate and score the proposal's response to each item.</p>			
<b>Proposal Page # (to be completed by Proposer)</b>	<b>Technical Approach Items</b>	<b>Institution Use ONLY</b>	
		<b>Possible Points Score</b>	<b>Points Awarded</b>
	<b>C.1</b> Provide a narrative that illustrates the Proposer's understanding of the RFP requirements		
	<b>C.2</b> Is there an inventory management module that will support parts inventories in multiple locations?		
	<b>C.3.</b> Is request process easy to understand and use (desktop and mobile) with the ability for requestors to "self-enroll"?		
	<b>C.4</b> Are administrator/technicians screens easy to understand and use (desktop)?		
	<b>C.5</b> Is mobile app easy to understand and use (mobile – phone and/or tablet)?		
	<b>C.6</b> Are there pre-built reports that provide useful information with the ability to customize in a meaningful way?		
	<b>C.7</b> Is there capability to communicate automatically with work requestors via change of status emails and automated survey requests when work is complete?		
	<b>C.8</b> Is there an easy to understand process for creating and scheduling "Preventive Maintenance" work (i.e. weekly, monthly, quarterly recurring tasks)		

	<b>C.9</b> Ability to maintain asset inventory		
	<b>C.10</b> Ability to do limited data import from Excel worksheets		
	<b>C.11</b> Is “add-on” functionality available?		
	<b>C.12</b> Are other large institutions successfully using the software?		
	<b>C.13.</b> Will the subscription/system/software be hosted in the cloud, OR require installation on a university server OR be installed on individual university computers OR on a computer purchased as part of this request? If on a server or computer(s) located on the campus network, what server specs will be needed for the subscription/system/software as well as indicate any special configuration requirements to include the need for administrative access, remote access, or other computer configuration that may be outside of the standard university configuration.		
	<b>C.14.</b> What university data will be stored in the system/software and/or accessed by the system/software and/or transmitted to the system/software? Please indicate data element types (name, address, other PII data, etc.) as well as user type (student, faculty, employee, other, etc.).		
	<b>C.15.</b> Please list the website location of the software’s terms and conditions. This could be online or an “End User License Agreement” (EULA) document which requires signatures.		
	For the below please answer if it is provided in the software, if add-on function (extra charge if so – please answer yes or no and do not list cost in the technical), or not available:		
	<b>C.16.</b> Ability to use floorplans (PDF, AutoCAD, GIF/JPG/BMP) to map open work orders		
	<b>C.17.</b> Possible GIS functionality (integration with ArcGIS for graphical display of assets and/or open work orders)		
	<b>C.18.</b> Integration with Oracle		

	C.19. Integration with E-Shop (Jaggaer) for purchasing		
	C.20. Data analytics for monthly/annual reports to administration		
	C.21. Library of pre-built PM processes by type of device (e.g. air handler, water cooler, overhead door, etc.)		
	C.22. Technician Survey module – for mechanical room tours, custodial inspections, etc.		
	C.23. Scheduling calendar – filter by technicians, ability to shift work orders to balance work load across trades		
	C.24. Utilities tracking by building (anticipate this would be via manual entry of data each month – not automatic interface with meters)		
	C.25. Fleet management functionality (trucks, vans, UTV's)		
	C.26. Automatic escalation of work order priority based on days open		
	C.27. Ability to automate assignment of work orders based on craft, building, or time of day		
	C.28. Information stored in hierarchy: assets assigned to a room, rooms assigned to a building, buildings assigned to a group – to allow high-level reports by building group and lower-level reports by building or asset		
	C.29. Tracking of warranty dates for assets – add note on work order if associated asset is still under warranty		
<b>Total Raw Weighted Score:</b> <i>(sum of Raw Weighted Scores above)</i> _____			
_____ <b>= SCORE:</b>			

**ATTACHMENT 6.6**

<b>COST PROPOSAL &amp; SCORING GUIDE</b>						
<b>NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as shown.</b>						
<b>PROPOSER NAME:</b>						
<b>SIGNATURE &amp; DATE:</b>						
<p><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></p>						
<b>COST PROPOSAL SCHEDULE</b>						
<p>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 Institution. All monetary amounts are United States currency.</p>						
Cost Item Description	Proposed Cost					
	Year 1	Year 2	Year 3	Year 4	Year 5	Sum
<b>Part I. Total Proposed Fixed Fee</b>						
Provide price for the base software to meet the requirements of the RFP. This price shall include access for unlimited work requestors and up to 45 technicians and 10 administrators.						
Price for each additional technician user access (above 45)						
Price for each additional administrative user access (above 10)						
Price to add any capability listed in the options (section 10)						
<b>Part II. Detailed Price Breakdown</b>						
<b>(All deliverables as described in the Scope of Services. The detailed price breakdown must equal the Total Proposed Fixed Fee noted above. Additional details may be provided in separate section as needed).</b>						


**Part III. Additional Services Price Breakdown**

**(Services available for add-on. These services are NOT included in the services described in the Scope of Services).**


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

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

$$\frac{\text{Lowest Evaluation Cost Amount from all Proposals}}{\text{Evaluation Amount Being Evaluated}}$$

**X 250**  
*(maximum section score)*

## ATTACHMENT 6.7

### REFERENCE QUESTIONNAIRE

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

The Proposer will be solely responsible for requesting completed reference questionnaires as required (refer to RFP Attachment 6.5., Technical Response & Evaluation Guide, Section B, Item B.12.), and informing individuals to submit completed references to waltonp@apsu.edu.

Note: It is acceptable to provide, on a separate sheet of paper, a brief note to your references with your Proposer name and brief explanation why a Proposer Identification Number is being used.

**ATTACHMENT 6.7 Continued**

**RFP 23-0001 REFERENCE QUESTIONNAIRE**

**REFERENCE SUBJECT:** Proposer Identification Number (completed by Proposer before reference is requested)

---

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

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

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

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

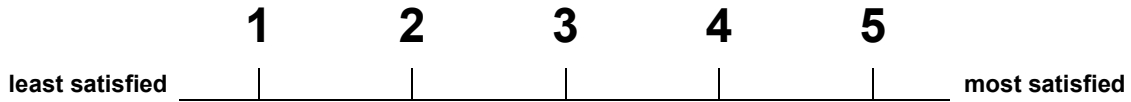
**(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

<b>Proposer Identification Number:</b>	
<b>TITLE:</b>	
<b>TELEPHONE #</b>	
<b>E-MAIL ADDRESS:</b>	

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

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

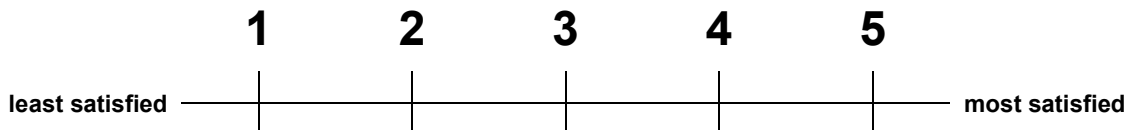
*Please respond by circling the appropriate number on the scale below.*



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

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

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

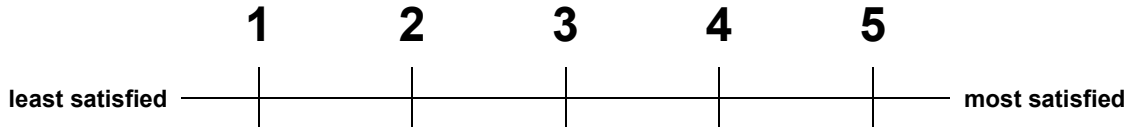


What, if any, comments do you have regarding the score selected above?



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

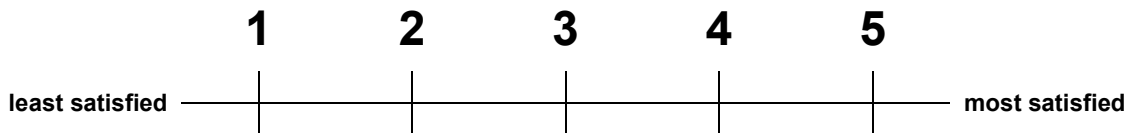
*Please respond by circling the appropriate number on the scale below.*



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

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

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



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

**REFERENCE SIGNATURE:**

(by the individual completing this request for reference information)

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

**DATE:**

## Vendor Product Accessibility Statement and Documentation

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

An effective Accessibility Statement includes several key components including:

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

### ***Key Components***

Commitment Statement

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

Required Documentation

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

Product Usage Information for Users with Disabilities

- Describe any product features that may improve accessibility for users with disabilities including:
  - Accessibility-specific features (e.g. the ability to adjust font size and color/contrast settings for text or the availability of closed captions for videos)
  - General product features that may especially benefit users with disabilities (e.g. an 'HTML 5' mode optimized for mobile platforms that also improves keyboard-only navigation).

- Describe any high-impact product accessibility gaps along with suggested interim workarounds that allow users to complete key tasks until the gaps are resolved. For example, if a technical support website isn't compatible with screen readers used by the blind, appropriate interim workarounds might include:
  - Alternative business processes that bypass the accessibility barrier (e.g. providing phone-based support until the web-based support site is accessible)
  - Use of a third-party product to replace or supplement inaccessible product functions (e.g. indicating that users may submit or check the status of technical support tickets via email).
- Describe accessibility features provided by your communication channels (e.g. a deaf or hard-of-hearing user may contact you via a TTY line or access support personnel familiar with telephone relay services).

#### Feedback Mechanism

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

### ***Implementation Recommendations***

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

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

Keep the Information in the Accessibility Statement and Documentation Current.

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

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

**Accessibility Conformance and Remediation Form**

***Instructions***

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

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

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

Vendor/Product Information

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

Specific Issues

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

Additional Information:

**ATTACHMENT 6.10**

**Proposer to list any and all exceptions to the Pro Forma agreement.**

Exception 1.	
APSU Pro Forma Contract Section	
Proposers Response:	

Exception 2.	
APSU Pro Forma Contract Section	
Proposers Response:	

Exception 3.	
APSU Pro Forma Contract Section	
Proposers Response:	

Exception 4.	
APSU Pro Forma Contract Section	
Proposers Response:	

Exception 5.	
APSU Pro Forma Contract Section	
Proposers Response:	

Exception 5.	
APSU Pro Forma Contract Section	
Proposers Response:	

Exception 5.	
APSU Pro Forma Contract Section	
Proposers Response:	

## ATTACHMENT 6.11

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

1. Attachment 6.5 – Mandatory Requirements: MUST BE PROVIDED IN FORMAT REQUESTED STATED BY EACH REQUIREMENT
  - Signed and dated “Proposal Transmittal and Statement of Certifications and Assurances” form (Attachment 6.3)
  - Statement regarding Conflict of Interest (Item A.2)
  - Bank Reference (Item A.3):
    - Letter Format on bank letterhead
    - Signed within last three (3) months by authorized representative of bank
  - Positive Credit Verification (Item A.4):
    - Two (2) positive credit references
      - Letter Format
      - Prepared and signed within last three (3) months by vendors with whom Proposer has done business
    - AND** (Item A.5)
      - Official document or letter from accredited credit bureau within last three (3) months
      - Not Acceptable: Marketing materials which state credit rating
    - OR**
      - Dun & Bradstreet Credit eValuator Plus Report, verified and dated within last three (3) months
      - Completed Minority/Ethnicity Form (Item A.6 / Attachment 6.1)
      - Current Certificate of Insurance with RFP (Item A.7)
        - Acknowledgement:
          - If Proposer does not have required insurance limits at time of submission, Proposer must still submit valid and current insurance certificate.
          - However, successful Proposer will have an opportunity to submit certificate with required limits prior to APSU awarding the contract.
2. Submission of Proposal
  - On-Time Submittal (§1.9)
    - Deadline is in Section 2 – Schedule of Events
    - Submission by deadline includes Technical Proposal and Cost Proposal
    - Late Proposals will be IMMEDIATELY DISQUALIFIED
  - Separately Sealed Cost & Technical Proposals
  - NO Cost Data of ANY** type (required cost or optional cost) in Technical Proposal (§§3.21, 3.3)
    - **Including ANY costs in Technical Proposal may result in IMMEDIATE DISQUALIFICATION**
  - A proposer may not submit alternate proposals unless requested and must not submit one proposal as the prime contractor and another as a sub-contractor
  - Correct Format (§3):
    - One (1) Original Technical Proposal (§3.1.2)
    - One (1) Electronic Technical and Cost Proposal (§3.1.2)
    - One (1) Original Cost Proposal (§3.1.2)
    - Original Signature on Original Proposal. NO copied or digital Signatures on Original (Attachment 6.5A.1)
3. Exceptions to Pro Forma Agreement (Attachment 6.13)
  - Review any “exceptions” to the Pro Forma Agreement

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

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