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| **REQUEST FOR PROPOSAL** |

**eLearning LMS Platform**

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| **SWCC RFP #:** | 26-0002 |
| **Proposal Due:** | 11/12/2025 |
| **Time:** | 2:00pm CT |

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**1 INTRODUCTION**

**1.1 Background**

1.1.1 Southwest Tennessee Community College, a Tennessee Board of Regents College, is one of the largest higher education Colleges in the Memphis Metropolitan Statistical Area with an enrollment of approximately 7,000 students. Southwest is a comprehensive, multicultural, public and open-access college whose mission is to anticipate and respond to the educational and workforce needs of students, employers and communities in the Mid-South.

At Southwest Tennessee Community College, community is our middle name. As a teaching and learning college, our students pursue associate degrees and technical certificates and engage in workforce development training to prepare them for the demands of an evolving marketplace. Our ability to change and adapt to uplift our students and serve our community makes us unique. At Southwest, we believe everyone deserves an opportunity. Southwest tuition is affordable, about half that of universities. Students who qualify can study tuition-free with Tennessee Promise and Tennessee Reconnect scholarships. Southwest has an estimated annual economic impact of more than $750 million.

Southwest offers classes online and at four locations in Shelby County in Tennessee, including two primary campuses in Memphis and two satellite locations, and offers more than 120 programs of study that lead to associate degrees and technical certificates. The majority of degrees and course credits transfer to any public Tennessee college or university and most private Colleges. Top programs include nursing, allied health, technologies and business. The College also offers evening and weekend courses to accommodate working adults. Southwest graduates are highly recruited as 98 percent report they are working after college, with 88 percent in jobs related to their field of study.

1.1.2 The Tennessee Board of Regents (hereinafter the “System” or “TBR”) established by T.C.A. § 49-8-101 consists of 37 Colleges with a combined annual enrollment of nearly 120,000 students over 9,100 employees and ranks as the largest system of public higher education in Tennessee. TBR’s 13 community colleges and 24 colleges of applied technology offer classes in almost all of Tennessee’s 95 counties.

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

**1.2 Statement of Purpose**

Southwest Tennessee Community College (hereinafter the College or SWTCC), has issued this Request for Proposal (RFP) to define the College's minimum service requirements; solicit proposals; detail proposal requirements; and outline the College’s process for evaluating proposals and selecting the contractor to provide the requested goods and/or services.

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

The College is seeking proposals from qualified vendors for eLearning LMS Platform. See Attachment 6.4 for additional information and requirements.

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

The RFP Attachment 6.2, *Pro Forma* *Contract substantially* represents the contract document that the successful Proposer selected by the College MUST agree to and sign. A Proposal that limits or changes any of the terms or conditions contained in the Pro Forma Contract may be considered non-responsive.

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

It is acknowledged that the College is issuing this Proposal, with the option for other Tennessee Board of Regents Colleges, other public universities in the State of Tennessee, the University of Tennessee System of Higher Education and the State of Tennessee Departments to utilize the resulting Agreement. A listing of eligible Colleges is provided in Attachment 6.9. After the initial term of the resulting Contract, and each year of the Contract thereafter, the College reserves the right to re-negotiate more favorable terms/pricing if more Colleges provided in Attachment 6.9 choose to join the resulting Contract.

**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.

The College 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.

Tameka Perry,

Chief of Staff, Title VI, Title IX, and ADA Coordinator

Southwest Tennessee Community College
Farris Building, Room 3021

5983 Macon Cove

Memphis, TN 38134

Phone: 901-333-5005

Email: chiefofstaff@southwest.tn.edu

**1.6 Assistance to Proposers with Disability**

A Proposer with a disability may receive accommodation regarding the means of communicating this RFP and participating in this RFP process. A Proposer may contact the Solicitation Coordinator Solicitation 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 College 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, who is the College’s only official point of contact for this RFP.

Michelle Simpson,

Director of Purchasing & Auxiliary Services

 Southwest Tennessee Community College

 Farris Building, Room 2020

 5983 Macon Cove

 Memphis, TN 38134

 Phone: 901.333.4217

 Email: purchasing@southwest.tn.edu

1.7.2 The College has assigned the following RFP identification number that must be referenced in all communications regarding the RFP: **RFP 26-0002**

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

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

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

1.7.6 The College 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 College 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, electronic mail, or any other means deemed reasonable by the College.

1.7.8 The College will make reasonable efforts to ensure the accuracy of any data or factual information provided by the College (in this RFP, an RFP Amendment or any other communication relating to this RFP); however, the College makes no warranties as to the data or information provided.

**1.8 Notice of Intent to Propose**

Each potential Proposer should submit a Notice of Intent to Propose to the Solicitation 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 College. Proposers should be mindful of any potential delays whether foreseeable or unforeseeable.

**1.10 Pre-Proposal Conference and Written Questions**

A Pre-Proposal Conference will be held at the time and date listed in the RFP Section 2, Schedule of Events. The purpose of the conference is to discuss the RFP scope of goods and/or services. No oral questions will be entertained prior to the pre-proposal conference. Questions shall be submitted to the Solicitation in writing prior to the Conference. Oral responses to any question(s) at the Pre-Proposal Conference shall be considered tentative and non-binding with regard to this RFP. Additional Questions, as well as any questions asked at the Pre-Proposal Conference, concerning the RFP must be submitted in writing prior to the Written Comments Deadline date in the RFP Section 2, Schedule of Events. To ensure accurate, consistent responses to all known potential Proposers, the official response to all questions will be issued by the College as described in RFP Section 1.7 above and on the date detailed in the RFP Section 2, Schedule of Events. Pre-Proposal Conference attendance is not mandatory, and each potential Proposer may be limited to a maximum number of attendees depending upon space limitations. The conference will be held virtually via Microsoft Teams. Proposers are responsible for ensuring capability to participate remotely. Proposers may request a meeting invite via email to purchasing@southwest.tn.edu.

**2. RFP SCHEDULE OF EVENTS**

The following Schedule of Events represents the College'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.,(Central Time Zone)

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|  **RFP SCHEDULE OF EVENTS****NOTICE: The College reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. The College will communicate any adjustment to the Schedule of Events to the potential Proposers.** |
| **EVENT** | **TIME** | **DATE(all dates are College business days)** |
| 1. College Issues RFP
 | 4:30pm | 10/07/2025 |
| 1. Disability Accommodation Request Deadline
 | 4:30pm | 10/14/2025 |
| 1. Pre-Proposal Written Questions Deadline
 | 4:30pm | 10/20/2025 |
| 1. Pre-Proposal Conference – Microsoft Teams
 | 1:00pm | 10/23/2025 |
| 1. Final Written Comments Deadline
 | 4:30pm | 10/24/2025 |
| 1. College Responds to all Questions
 | 4:30pm | 10/31/2025 |
| 1. Notice of Intent to Propose
 | 4:30pm | 11/06/2025 |
| 1. Proposal Deadline
 | 2:00pm | 11/12/2025 |
| 1. Proposal Opening
 | 3:00pm | 11/12/2025 |
| 1. College Completes Initial Technical Proposal Evaluations
 | 4:30pm | 12/12/2025 |
| 1. Proposer Finalist Presentations
 |  | 12/16/2025- 12/17/2025  |
| 1. College Completes Technical Evaluations
 | 4:30pm | 12/18/2025 |
| 1. College Opens Cost Proposals and Calculates Scores
 | 8:00am | 12/19/2025 |
| 1. College Issues Intent to Award Letter andOpens RFP Files for Public Inspection
 | 4:30pm | 01/09/2026 |
| 1. Insurance Certificate Deadline
 | 4:30pm | 01/23/2026 |
| 1. Award of Contract
 | 4:30pm | 01/28/2026 |

**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 College 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 College. Any amendment or negotiation shall be within the scope of the original procurement. The College may initiate negotiations which serve to alter the bid/proposal in a way favorable to the College. 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 (B.12) will be accepted via email to purchasing@southwest.tn.edu. The College 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 26-0002”**

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.

3.1.3.3 See Section B.12. for submission of Client References. Client References may be submitted via email to purchasing@southwest.tn.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 College in a sealed package that is clearly marked:

 **“Technical Proposal for RFP 26-0002– 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 College in a separate, sealed package that is clearly marked:

 **“Cost Proposal for RFP 26-0002– 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 College 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 26-0002”**

3.1.4.7       Email shall be sent to purchasing@southwest.tn.edu with tracking number to notify TBR that a hard copy has been sent.

3.1.5      The College 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: Physical Submissions:**

purchasing@southwest.tn.eduMichelle Simpson

Purchasing & Auxiliary Services

Southwest Tennessee Community College

5983 Macon Cove, Suite 2002

Memphis, TN 38134

**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: A Technical Proposal must not include any pricing or cost information. This includes references to items that are included “free” or “at no additional cost”, etc. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the Technical Proposal, the College may deem the Response to be non-responsive and reject it.**

3.2.2 Each Proposer should 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 College 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 Proposer must sign and date the Technical Proposal. Digital, electronic, or facsimile signatures will be acceptable as the signature. Failure to submit a signature will be cause for rejection of the proposal.

3.2.7 The College 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.

3.2.8 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 College 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. See Section C.4 of Attachment 6.4 for instructions on providing additional/optional cost rates.

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

3.3.5 **The Proposer must sign and date the Cost Proposal. Digital, electronic, or facsimile signatures will be acceptable as the signature. Failure to submit a 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.

**NOTICE: If a Proposer fails to submit a Cost Proposal exactly as required, the College may deem the response 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 College 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. **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 may not be considered. See Attachment 6.14 to notate this information in Proposer’s Technical Response.** 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 College reserves the unilateral right to amend this RFP at any time. If an RFP amendment is issued, the College will communicate such amendment to the potential Proposers. Each proposal submitted must be in response to the final written RFP and any exhibits, attachments, and amendments.

The College 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 College 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 College 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 College or otherwise qualify a proposal. The College 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 College 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 College shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.

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

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

4.3.9 The College reserves the right, at its sole discretion, to waive a proposal’s variances from full compliance with this RFP. If the College 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 College 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 College. 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 College.  The College 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.15.).

4.6.3.    Subcontractors identified within a response to this RFP will be deemed as approved by the College unless the College 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 College and with the College’s prior, written approval.

4.6.5.    Notwithstanding any College 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 College 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 College will document in writing the reason(s) for any rejection of personnel.

**4.8 Insurance**

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

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

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

**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 College 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 College 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 College shall not award a contract unless the Proposer provides proof of such registration or documentation from the Department of Revenue that the Contractor is exempt from this registration requirement.  The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirements, Proposer should visit <https://apps.tn.gov/bizreg/>.

**4.10 Financial Stability**

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

**4.11 Proposal Withdrawal**

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

**4.12 Proposal Errors and Amendments**

At the option of the College, 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 College.

**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 College in response to this RFP shall become the property of the College. 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 College 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 College obligations pursuant thereto shall commence only after the contract is signed by the Contractor and all other College/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 College. The College will employ all reasonable means to ensure that goods delivered and/or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

**4.18 Contract Amendment**After contract award, the College 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 College will provide the Contractor a written description of the additional goods and/or services. The Contractor must respond to the College 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 College and the Contractor reach an agreement regarding the goods and/or services and associated compensation, such agreement must be effectuated by means of a contract amendment. Further, any such amendment requiring additional goods and/or services must be signed by both the College 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 College 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 College and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

* 1. **Next Ranked Proposer**

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

* 1. **Contractor Registration**

Proposers should complete the College’s vendor registration process per Attachment 6.11. Although registration with the College is not required to make a proposal, a resulting contract from this RFP process cannot be finalized without the successful proposer being a registered vendor.  Refer to the following Internet URL to begin the registration process:

<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/go-dbe.html>

In addition to above, the College shall work with Proposers and the State of Tennessee, GO-DBE Certification Program for Proposers to obtain official state certification. Staff of the GoDBE are available for assistance to minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFP (visit <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/go-dbe.html> for contact information).  For assistance with this process, Proposers can contact TBR Procurement at procurementpartnerships@tbr.edu

**4.22 Policy and Guideline Compliance**

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

**4.23** **Protest Procedures**

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

<https://policies.tbr.edu/policies/purchasing-policy>

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

**5. PROPOSAL EVALUATION & CONTRACT AWARD**

**5.1 Evaluation Categories and Maximum Possible Points**

The College 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 College to be responsive.

|  |  |
| --- | --- |
| **CATEGORY** | **MAXIMUM POINTS POSSIBLE** |
| Qualifications and Experience | 150 |
| Technical Requirements (includes presentation)\* | 450 |
| Cost Proposal | 400 |

\*includes presentations for Proposers that are deemed finalists.

**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 College to offer the best combination of attributes based upon the evaluation criteria. “Responsive Proposer” is defined as a Proposer that has submitted a response that conforms in all material respects to the RFP. “Responsible Proposer” is defined as a Proposer that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

5.2.1 **Technical Response Evaluation**

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

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

5.2.1.2 A Proposal Evaluation Team, appropriate to the scope and nature of the RFP, and consisting of three (3) or more College 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 College 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 College. The Proposer shall submit its resulting clarification to the College in the format specified in the clarification request.

5.2.1.5 Finalist Presentation Evaluation

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

a The highest evaluated Proposers, based on the preliminary review of the Technical proposals, will be invited to participate in the Finalist Presentations phase.

b Each Proposal Evaluation Team member will independently evaluate each Presentation against the Presentation criteria in this RFP, rather than against other presentations, and will score each in accordance with the defined topics in Section C.5. After completion of the Finalist Presentations, the evaluators will each finalize scoring of the Technical Proposals.

c. Proposers that are not deemed Finalists will not proceed any further the process, and Proposer’s Cost Proposal shall remain sealed and unopened.

**5.2.2** **Cost Proposal Evaluation**

After the Technical Proposal evaluation has been completed, including Finalist Presentations, the Solicitation Coordinator will open the Cost Proposals of the Finalists, and use the RFP Attachment 6.6, Cost Proposals, 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 will forward the results of the proposal evaluation process to the appropriate College official who will consider the proposal evaluation process results and all pertinent information available to make a determination about the contract award. The College 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 College official.

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

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

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

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

Prior to contract execution, the College reserves the right, at its sole discretion, to add terms and conditions or to revise Pro Forma Contract requirements in the College’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 written by the College pursuant to this RFP no later than the Award of Contract Date in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed Contract by the deadline, the College may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.

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

**attachment 6.1**

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|  |
| --- |
|  TAX / 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**.

|  |  |
| --- | --- |
| 1. Name of Contractor:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Federal ID / Social Security Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | 2. Is Contractor a US citizen?[ ]  Yes[ ]  NoIf no, state country of citizenship:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(If not a US Citizen, please include a copy of Visa with this form.) |
| 3. Kind of Ownership (Check one):[ ]  Govt. (GO)[ ]  Agency of the State of Tennessee (SA)[ ]  Non-Profit (NO)[ ]  Majority (MJ)[ ]  Minority\* (see reverse side for definition)[ ]  Woman (WO)\*\* (see reverse side for definition)[ ]  Small (SM)\*\*\* (see reverse side for definition)[ ]  Service-Disabled Veteran\*\*\*\*(see reverse side for definition)[ ]  Persons with Disabilities, Disabled Business Enterprise (DSBE) | 4. Minority / Ethnicity Code (Check One):[ ]  African American (MA)[ ]  Native American (MN)[ ]  Hispanic American (MH)[ ]  Asian American (MS)[ ]  Other Minority (MO)Specify: \_\_\_\_\_\_\_\_\_ |
| 5. For reporting purposes: (Note: If Contractor qualifies in multiple categories as small, woman-owned and/or minority, Contractor is to specify in which category he / she is to be considered for reporting and classification purposes.)[ ] Small [ ] Minority [ ] Woman-Owned [ ] Service-Disabled Veteran [ ]  Persons with Disabilities |
| 6.Is Contractor or Contractor’s parent company located outside the U.S. [ ]  Yes [ ]  NoIf yes, state Country: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 7. Certification: I certify that all the information as completed above is accurate and true.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature DateName (Printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**\*Minority Ownership Clarification:**

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

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

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

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

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

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

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

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

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

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

The State of TN, GO-DBE Certification Program 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 |

ATTACHMENT 6.2
PRO FORMA CONTRACT

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

**CONTRACT**

**BY AND BETWEEN**

**SOUTHWEST TENNESSEE COMMUNITY COLLEGE**

**AND**

**[CONTRACTOR NAME]**

This Contract is entered into this \_\_ day of \_\_\_\_\_\_\_\_, 20\_\_ by and between [COLLEGE NAME] (hereinafter referred to as the “College”) and [CONTRACTOR LEGAL ENTITY NAME], (hereinafter referred to as the “Contractor”), is for the purpose of providing [SHORT DESCRIPTION OF THE SERVICE], as further defined in the "SCOPE OF SERVICES".

The Contractor is [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] with its principal location being:

[ADDRESS]

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

A. SCOPE OF SERVICES:

A.1. [DESCRIBE IN DETAIL THE SERVICES THE CONTRACTOR IS TO PROVIDE TO THE COLLEGE AND THE SERVICES THAT THE COLLEGE IS TO PROVIDE TO THE CONTRACTOR – THIS MAY BE A SUMMARY WITH DETAILED SPECIFICATIONS IN AN ATTACHMENT.] THIS SCOPE OF SERVICES SHOULD BE COMPLETE WHEN THE RFP IS ISSUED

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 College shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

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

 [THESE DATES SHOULD BE COMPLETE WHEN RFP IS ISSUED]

C. PAYMENT TERMS AND CONDITIONS:

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

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

C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the College in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor’s compensation shall be contingent upon the satisfactory completion of units of service or project milestones listed below. The Contractor shall be compensated based upon the following Service Rates:

|  |  |
| --- | --- |
| **SERVICE UNIT/MILESTONE [DUE DATE]** | **AMOUNT** |
| [SERVICE UNIT/MILESTONE EVENT] | $[NUMBER AMOUNT] |
| [SERVICE UNIT/MILESTONE EVENT] | $[NUMBER AMOUNT] |

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

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

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

[OR]

Compensation to the Contractor for travel, meals and/or lodging in connection to work performed under this Contract shall be in the amount of actual cost to the Contractor, subject to the maximum amounts and limitations specified in the State Comprehensive Travel Regulations and pursuant to TBR Travel Policy, as they may be amended from time to time. [YOU SHOULD MAKE THIS DECISION BEFORE THE RFP IS ISSUED]

C.5. Payment of Invoice. The payment of an invoice by the College shall not prejudice the College's right to object to or question any invoice or matter in relation thereto. Such payment by the College 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.

 To ensure payment is made in a timely manner, the Contractor shall submit ALL invoices for the College’s System Office and the Tennessee Colleges of Applied Technology (TCATs) electronically to payables.vendors@tbr.edu. Contractor agrees that no payment shall be made until the Contractor is officially registered through the College’s Vendor Portal and provide all registration information requirements.

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

C.7. Deductions. The College 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 College any amounts which are or shall become due and payable to the College by the Contractor.

C.8. Retention of Final Payment. An amount of [WRITTEN DOLLAR AMOUNT] [$NUMBER AMOUNT], representing [WRITTEN NUMBER] percent [NUMBER %] of the maximum total compensation payable under this Contract, shall be withheld by the College 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. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The College is not bound by this Contract until it is approved by the appropriate officials in accordance with applicable Tennessee laws and regulations.

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

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

D.4. Termination for Convenience. The College may terminate this Contract, in whole or in part, without cause for any reason. Termination under this Section D. 4 shall not be deemed a Breach of Contract by the College. The College 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 College 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 based upon such termination. [THIS SHOULD BE COMPLETE BEFORE ISSUANCE OF RFP]

D.5. Termination for Cause. If the Contractor fails to perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any term of this Contract, the College shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services; provided, however, College 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 College for damages sustained by virtue of any breach of this Contract by the Contractor.

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

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

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

D.9. Records. The Contractor shall maintain documentation for all charges against the College 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 five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the College, 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 College, the Comptroller of the Treasury, or their duly appointed representatives.

D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the College 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 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 College, 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 College, 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 College 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 College or to do acts on behalf of the College that have any risk of injury to others, choose the second option]

D.14. College Liability. The College 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 College 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 College or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under ***Tennessee Code Annotated***, Sections 9-8-101 through 9-8-407.

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

D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. ADDITIONAL TERMS AND CONDITIONS:

E.1. Communications and Contacts.

The College:
 [NAME AND TITLE OF COLLEGE CONTACT PERSON]
 [COLLEGE NAME]
 [ADDRESS]
 [TELEPHONE NUMBER]
 [FACSIMILE NUMBER]

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

All instructions, notices, consents, demands, or other communications shall be sent in a manner that verifies proof of delivery. Any communication by facsimile transmission shall also be sent by United States mail on the same date as the facsimile transmission. All communications which relate to any changes to the Contract shall not be considered effective until agreed to, in writing, by both parties.

E.2. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the College 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 College. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the College 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— College shall notify Contractor in writing of a Breach.

(1) In event of a Breach by Contractor, the College 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 College may assess Liquidated Damages. The College shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor’s obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as the amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages provisions contained in the above referenced, Attachment [NUMBER] and agrees that the amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the College 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 College pursuant to the indemnity provision or other section of this Contract.

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

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

Upon Partial Default, the Contractor shall have no right to recover from the College any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the College in the event a Partial Default is declared.

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

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

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 College 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 College.

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

E.7. Inventory/Equipment Control. No equipment shall be purchased under this Contract.

E.8. College 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 College for the Contractor’s temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the College 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 College for the residual value of the property at the time of loss.

E.9. Contract Documents. Included in this Contract by reference are the following documents:

a***.*** This Contract document and its attachments
b***.*** The Request for Proposal No. 26-0002 and its associated amendments
c***.*** The Contractor’s Proposal dated (add date)

In the event of a discrepancy or ambiguity regarding the interpretation of this Contract, these documents shall govern in order of precedence as listed above. This Contract, including all documents listed above, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings, whether written or oral.

E.10. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor’s relationship with the College hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.

E.11. Hold Harmless. The Contractor agrees to indemnify and hold harmless the College as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person (including College), 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 College in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the College.

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

E.12. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

E.13. Prohibition on Hiring Illegal Immigrants.  T.C.A. § 12-3-309 prohibits State entities from contracting to acquire goods or services from any person who knowingly utilize the service of illegal immigrants in the performance of a contract or who knowingly utilize the services of any subcontractor, if permitted under the contract, who will utilize the services of illegal immigrants in the performance of the contract. By signing this Contract, the Contactor attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of illegal immigrants in the performance of the Contract and will not knowingly utilize the services of any subcontractor, if permitted under the Contract, who will utilize the services of illegal immigrants in the performance of the Contract.

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

E.14. Red Flags and Identity Theft. (Include only if applicable) The Contractor shall have policies and procedures in place to detect relevant Red Flags, as that term is defined in Federal Trade Commission regulations, that may arise in the performance of the Contractor’s activities under the Contract or review the College’s Red Flags identity theft program and report any Red Flags to College.

E.15. Sales and Use Tax. The Contractor attests that it has 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.16. Data Privacy and Security.

1. Data Privacy.
2. “Personal Information” means information provided to Contractor by or at the direction of College, or to which access was provided to Contractor by or at the direction of College, in the course of Contractor’s performance under this Agreement that:
3. identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or
4. 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.
5. Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information complies with all applicable federal and state privacy and data protection laws, including without limitation, the Gramm-Leach-Bliley Act (“GLBA”); the Health Information Portability and Accountability Act (“HIPAA”);the Family Educational Rights and Privacy Act (“FERPA”) of 1974 (20 U.S.C. 1232g), the FTC’s Red Flag Rules and any applicable federal or state laws, as amended ,together with regulations promulgated thereunder. Contractor represents and warrants that Contractor will use the Personal Information only for the purposes authorized by this Agreement and will not sell or share the Personal Information with any other person or entity. Contractor shall not use Personal Information for profiling, analytics, training of algorithms or models (including AI/ML), or any purpose not explicitly authorized in writing by College.
6. Some Personal Information provided by College to Contractor is subject to FERPA. Contractor acknowledges that its improper disclosure or re-disclosure of Personal Information covered by FERPA may, under certain circumstances, result in Contractor’s exclusion from eligibility to contract with Customer for at least five (5) years and agrees to become a “school official” as defined in the applicable Federal Regulations for the purposes of this Agreement.
7. Data Security. Contractor represents and warrants that Contractor will maintain compliance with the SSAE18 standard or successor standard, and shall undertake any audits and risk assessments Contractor deems necessary to maintain compliance with SSAE18.
8. Incident Response. “Security Incident” means any reasonably suspected breach of information security, unauthorized access to any system, server or database, or any other unauthorized access, use, or disclosure of Personal Information or Highly-Sensitive Personal Information occurring on systems under Contractor’s control. Contractor shall: (a) provide College with the name and contact information for an employee of Contractor who shall serve as Customer’s primary security contact and shall be available to assist Customer twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Incident; (b) notify College of a Security Incident as soon as practicable, but no later than forty eight (48) hours after Contractor becomes aware of it, except where disclosure is prohibited by law; and (c) notify College of any such Security Incident as follows:

(insert applicable IT or other staff contact information specific to the College here)

Contact:

Contact Email:

Contact Phone:

and

a copy by e-mail to Contractor’s primary business contact at the College.

1. Contractor shall use best efforts to immediately mitigate or resolve any Security Incident, at Contractor’s expense and in accordance with applicable privacy rights, laws, regulations and standards. Contractor shall reimburse College for actual costs incurred by College in responding to, and mitigating damages caused by, any Security Incident, including all costs of notice and/or remediation incurred under all applicable laws as a result of the Security Incident.
2. Return of Personal Information. At any time during the term of this Agreement, at the College’s written request or upon the termination or expiration of this Agreement, Contractor shall return to the College all copies, whether in written, electronic or other form or media, of Confidential, Highly-Sensitive, or Personal Information in its possession, or at Customer’s direction, securely dispose of all such copies conforming to NIST SP 800-88 Rev. 1 “Guidelines for Media Sanitization” or successor standard. Upon request or contract termination, the contractor must provide a certificate or certified document stating that they have either returned all requested Confidential, Highly-Sensitive, or Personal Information to TBR or securely destroyed it in accordance with relevant regulations. This certificate should include details of the methods used for destruction and confirmation that no copies of the information remain in the contractor's possession. Contractor shall provide the certificate of destruction within ten (10) business days of request or contract termination.
3. The Contractor shall provide and retain timely, accurate, and comprehensive information such as records and reports that allow TBR to monitor risks. The inventory of reports should include SOC 1, SOC 2, and reports for data breaches. In cases where SOC reports are not available, TBR will accept a Higher Education Community Vendor Assessment Toolkit (HECVAT) report as an alternative. Contractor shall provide updated SOC 2, SOC 2 Bridge letters, or HECVAT reports annually or upon material change to operations. Contractor shall immediately report any exceptions or control failures identified during audits.
4. Data Residency. Contractor shall ensure that all data, including but not limited to Personal Information and Highly-Sensitive Personal Information, is stored and processed within the geographic boundaries of the United States. The Contractor shall not transfer or store any data outside of the United States without the prior written consent of the College. In the event of any data transfer or storage outside the United States, the Contractor must comply with all applicable data protection laws and regulations and provide adequate safeguards to protect the data. Contractor may use sub-processors such as AWS or Microsoft Azure, provided that all data remains within data centers located in the continental United States, and those sub-processors comply with equivalent security and privacy obligations.

E.17. Contractor Reporting. The Contractor shall assist with the College’s state and federal reporting requirements 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, service-disabled veterans, and persons with disabilities.  Such reports shall be provided to the College in form and substance as required by the College.

E.18. Iran Divestment Act.   The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract.  The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

E.19. Boycott of Israel. The Contractor certifies that is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total potential value of less than two hundred fifty thousand dollars ($250,000) or to contractors with less than ten (10) employees.

E.20. Service and Software Accessibility Standards.  The Contractor warrants and represents that the service and software, including any updates, provided to the College will meet the accessibility standards set forth in WCAG 2.1 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 2.1 AA, EPub 3 and Section 508 standards, the Contractor will provide College with a fully completed Accessibility Statement and Conformance and Remediation forms.  The Contractor shall indemnify and hold the College harmless in the event of claims arising from inaccessibility related to the Contractor’s product and/or services.

E.21. Click-Wrap Agreements. The Contractor agrees that click-wrap agreements shall not be binding upon the College. No employee has the actual or apparent authority to enter into click-wrap agreements on behalf of the College without the approval of the College’s Procurement and/or Contracts Office. No employee has the authority to modify, amend, or supplement this Contract through a click-wrap agreement. This Contract can only be modified, amended, or supplemented under these terms through a written amendment in accordance with the College’s and TBR’s procedures, policies, and guidelines.

E.22. Binding Contract. The Contractor fully understands that this Contract 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.

|  |  |
| --- | --- |
| CONTRACTOR LEGAL ENTITY NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name and Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date | SOUTHWEST TENNESSEE COMMUNITY COLLEGE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature\_\_\_\_\_Tracy D. Hall, President\_\_\_\_\_\_\_\_\_\_Name and Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date |

**ATTACHMENT A**

**CONTRACTOR RESPONSBILITIES**

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

ATTACHMENT B

**CONTRACT RATES**

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

ATTACHMENT 6.3

|  |
| --- |
| **PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES *The Proposer must complete and sign this Technical Proposal Transmittal. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the individual is not the Proposer’s chief executive, attach evidence showing the individual’s authority to bind the proposing entity.*** |
| **The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:**1. This proposal constitutes a commitment to provide all goods and/or services as defined in the RFP Attachment 6.2, *Pro Forma* Contract, Scope of Goods and/or Services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.2, *Pro Forma* Contract. A Proposal that limits or changes any of the terms or conditions contained in the Pro Forma Contract may be considered by the College, 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 College policies and guidelines in the submission of its Proposal and, if the successful Proposer, in the performance of the Contract.
5. The Proposer shall comply with all of the provisions in the subject RFP.
6. The Proposer:

\_\_ **does** \_\_ **does not** Agree to extend the proposal pricing to other TBR Colleges, Austin Peay State University, East Tennessee State University, Middle Tennessee State University, Tennessee State University, Tennessee Technological University, University of Memphis, and the University of Tennessee System of Higher Education. A list of Eligible Colleges is included at the bottom of Attachment 6.9**.**1. 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; andd. 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.1. The Proposer understands and agrees that Proposer shall be paid by ACH payment OR the method agreed upon between the College and the Proposer. 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>
 |
| **SIGNATURE & DATE:** |  |
|  |

**ATTACHMENT 6.4**

**RFP REQUIREMENTS**

**Purpose and Overview**

The College is soliciting proposals from qualified vendors for web-based eLearning LMS Platform. SWTCC delivers professional development to faculty and staff using (a) institution-authored eLearning and (b) third-party content from a licensed provider. SWTCC also runs live, instructor-led trainings (ILTs) that require registration, rosters, and attendance capture. The LMS must support hierarchical manager oversight aligned to SWTCC’s organizational structure and produce official training records used for performance evaluations, tenure, and promotion.

The proposed LMS must be fully developed and accessible online, supporting seamless, tracking, and management of training and certification programs through the LMS. The LMS must support SWTCC’s professional development model, including self-paced eLearning and live instructor-led courses with end-to-end registration, attendance capture (printable and digital), and unified transcripts. The LMS will integrate natively with a third-party content provider, enabling catalog synchronization, assignment, launch, and completion tracking inside the LMS without manual transfers. Official training records must be exportable for annual performance evaluation, tenure, and promotion.

Through this RFP process, the College is seeking one (1) resulting contract for eLearning LMS Platform. The term of the resulting contract shall be for a period of (1) year with the option to renew four additional one-year terms, for a total contract term of five (5) years.

The College currently utilizes Bridge as its contracted provider for the eLearning LMS Platform and Open Sesame for the eLearning content provider. The College is issuing this RFP as well as an RFP for the eLearning Content provider, as the current contracts are expiring.

See Attachment 6.7 for a current listing of compliance courses and on-demand detail that are provided through our current Agreements. Managers assign courses from the content providers’ libraries, leveraging hundreds of titles mapped to goals in the College’s performance evaluation process. In addition to compliance, the College uses the platform/content to power the Southwest Leadership Academy, the President’s Leadership Academy, and training that supports institutional planning (e.g., writing SMART goals, project management). Managers also assign Microsoft 365/tool basics, supervision and evaluation training, writing refreshers, and change navigation resources.

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

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

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

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

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

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

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

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

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

1. an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.); **OR**
2. a Dun & Bradstreet Credit eValuator Plus Report dated within the last three (3) months and indicating a positive credit rating for the Proposer.

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

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

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

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

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

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

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

**B.5**. Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.

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

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

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

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

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

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

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

**B.12.** Provide customer references for similar projects, with an emphasis on higher education entities, representing three of the larger accounts serviced by the Proposer. The standard reference questionnaire, which must be used and completed, is provided at RFP Attachment 6.7. References that are not completed as required may be deemed non-responsive and may not be considered.

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

Client References may be submitted electronically or physically.

Electronic Submission:

(a) Electronic submission of Client References will be accepted via email to: purchasing@southwest.tn.edu.

(b) Client References must be received directly from the client providing the reference or submitted by Proposer with original signature from the client providing the reference.

Physical Submission:

(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.

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

(c) Instruct the reference to:

(i) complete the reference questionnaire;

(ii) sign and date the completed reference questionnaire;

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

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

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

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

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

NOTES:

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

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

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

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

C.1.1 **Minimum Proposer Requirements:**

 **The Proposed Solution must:**

1. Be a web-based solution;

2. Ensure a seamless integration of existing catalog content into its system architecture. For integrated third-party content, learners must not be required to enter separate credentials or create external accounts. Launch must occur within the LMS session via SSO/passthrough;

 3. Be compatible with Banner 9 and Banner Ethos;

4. Support single sign-on (SSO) capabilities. . For integrated third-party content, learners must not be required to enter separate credentials or create external accounts. Launch must occur within the LMS session via SSO/passthrough;

 5. Support varying levels of user roles;

6. Include built-in communication tools that allow users to interact, share information and receive system notifications;

7. Include comprehensive reporting functionality, enabling users to generate, customize and export reports based on solution data, and

 8. Meet Accessibility Standard WCAG 2.1 or working towards complete compliance by April 2026.

All Informational Material and Technology (IMT) developed, purchased, upgraded or renewed by or for the use of the Tennessee Board of Regents (TBR) will comply with all applicable TBR policies, Federal and State laws and regulations including but not limited to the accessibility guidelines set forth in [Web Content Accessibility Guidelines 2.1 A & AA](http://www.w3.org/TR/2008/REC-WCAG20-20081211/), [EPub3 Accessibility guidelines](http://idpf.org/a11y), [Section 508](http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh) and all promulgated under Section 504 of the Rehabilitation Act and Title II of The Americans with Disabilities Act as amended. Further:

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

Additional information can be found in Attachment 6.12, Vendor Product Accessibility Statement and Documentation.

If Proposer is not compliant at this time with these standards, Contractor shall complete the Accessibility Conformance and Remediation Form (Attachment 6.13) and follow its plan for remediation.

**C.2** **Technical Scored Requirements** (Proposers to indicate in Attachment 6.5, Section C.2 page reference numbers of its Proposal to these requirements).

In the previous Mandatory pass/fail section (Section C.1) Proposers were asked to validate in its response its understanding of the mandatory requirements. In section C.2 Proposers are asked to describe their products/services and will be scored based on those responses. Proposers shall indicate in Attachment 6.5, Section C.2, page reference numbers of its Proposal containing its responses to the RFP requirements. For each scored specification below, Proposers must confirm it can meet the specification or describe any variations to the requirements.

C.2.1 Solution. Proposer to describe its web-based solution, including key features and architecture including but not limited to:

1. Instructor-Led Training (ILT) / Live Sessions

a. How the solution supports ILT session creation with date/time, capacity, waitlist, prerequisites, instructor assignment, room/virtual link, and approval workflows;

b. How the solution allows participants to self-register for ILT sessions and receive confirmations and reminders;

c. How the solution provides printable sign-in sheets and at least one digital method to capture attendance (e.g., instructor mark-off, QR/unique code, file upload), and

d. How the solution records attendance and completions back to the learner transcript within the same course record as online modules, when applicable.

e. Display ILT and virtual sessions on a global calendar with filtering, iCal/Outlook add-to-calendar, and manager/learner views.

2. Assignments, Automation, and Due Dates

a. How the solution allows assignments by manager or administrator to individuals, groups, or dynamic audiences (e.g., by division, department, job code, location, supervisor);

b. How the solution supports automated enrollments, due dates, escalation notices for overdue items, and recurring/compliance retraining cycles, and

c. How the solution supports learner self-enrollment from a searchable catalog with category filters.

d. Provide role-based dashboards for managers with KPIs assigned, in-progress, overdue, completed compliance status) scoped to their org tree.

 3. Organizational Hierarchy & Manager Visibility

a. How the solution reflects SWCC’s organizational hierarchy (division → department → team) via nightly sync from HR/identity data;

b. How the solution provides manager dashboards restricted to their direct and indirect reports (“manager-of-managers” view) with assign, track, and report capabilities limited to their chain of command, and

c. How the solution supports delegated admin roles (e.g., trainer, manager, author, IT Admin, etc.) with scoped permissions.

4. Records for Evaluation, Tenure, and Promotion

a. How the solution maintains official training records usable as evidence for annual evaluation, tenure, and promotion;

b. How the solution allows users to export their transcript and certificates (PDF/CSV) and allow admins to schedule recurring reports to stakeholders.

c. Support versioning of institution-authored courses with audit trail and clear transcript behavior upon version updates (credit carryover vs. retaining rules).

5. Content Provider Integration

a. How the solution provides a native connector (or equivalent turnkey method) to integrate a third-party content library (e.g., OpenSesame or equivalent).

b. How the content integration supports:

1. Catalog sync (titles, descriptions, tags, retirements) into the LMS catalog.
2. Single-click launch inside the LMS with progress/completion data written back to the LMS in real time.
3. Assign, enroll, and report on provider content exactly like internal courses (no manual dual entry).
4. Error handling and admin alerts for failed syncs or launch/return errors.
5. Report completions from provider content on the same transcript used for internal courses and ILT.

c. Proposer shall describe the license/seat management options (e.g., named vs. active users) supported by the integration.

d. Guarantee SSO passthrough to provider assets with no secondary login prompts. Errors must surface to admins with actionable alerts.

6. Content Authoring and Uploads

a. Allows admins to upload SCORM 1.2/2004 and xAPE/cmi5 packages as well as videos, PDFs, and quizzes; support attempt/resume tracking, bookmarking, suspend data, and standard completion success/failure statements with reporting. /

7. Integrations & Data

 a. HR/Org Data: How the solution imports user profiles and supervisor/department

attributes (e.g., from Ellucian Banner via API/flat file) on a nightly schedule or better;

b. Calendaring/Virtual: How the solution integrates with Microsoft Teams/Outlook for calendar invites and attendance capture when feasible, and

c. APIs/Webhooks: How the solution provides admin APIs or webhooks for roster, enrollment, completion, and catalog operations.

C.2.2 LMS/ERP Integrations. Proposer to describe the following:

1. How the proposed LMS fully integrates with the content provider. Proposers must include all the LMS content providers it currently has existing integrations.

2. How the proposed solution integrates with D2L, Banner 9, and Banner Ethos, detailing the data exchange mechanisms, authentication protocols, and any known limitations or constraints. Additionally, the Proposer should identify other compatible systems, including but not limited to student success platforms, reporting tools, and financial aid systems, and provide specific examples of successful integrations in similar institutional environments.

C.2.3 Single Sign-On (SSO). Proposer to describe how its solution supports single sign-on (SSO) capabilities, allowing users to authenticate using College credentials through standard protocols such as SAML.

C.2.4 Accessibility. Proposer to describe how the LMS Platform, UI and core learner experiences meet WCAG 2.1 AA and provide a current VPAT.

C.2.5 Customer Service Requirements.

1. Proposer should describe its hours of operation, to include, at a minimum, real-time assistance that is available Monday through Friday from 8 a.m. to 5 p.m. CT.
2. Proposer should describe its technical support and customer service process and availability through on-line access, email and/or a toll-free telephone number.
3. Proposer should describe how it will manage/service College’s account, including its proposed account management team, including its location, function and tenure with the company.
4. Proposer should describe access to help Desk Support for production outages on a 24/7, 365 basis.
5. Proposer should describe its response time to inquiries.
6. Proposer to describe its escalation path for support and assistance.
7. Proposer should describe its proposed account management team including its location, function and tenure with the company.
8. Proposer should describe the tools that it provides to answer common questions arising from users of its system.
9. Proposer should describe how it responds to user/customer complaints and service issues.
10. Proposer should describe how it assesses customer satisfaction.

C.2.6 Data/Reports.

1. Proposer to describe its maintenance/downtime windows for updates and how customers are notified of maintenance/downtimes.
2. Proposer to describe its disaster recovery support.
3. Proposer shall describe its long-term data preservation methodologies focusing on the mechanisms to ensure the long-term preservation and accessibility of customer data. Also, include Proposer’s established Recovery Time Objective (RTO) and Recovery Point Objective (RPO).
4. Proposer shall describe its data residency in the form of current data storage, backups, restores, and archives.
5. Proposer to describe its analytics/reporting access and capabilities of the Solution, including the users ability to generate, customize and export reports based on solution data.

C.2.7. Implementation/Data Migration

1. Proposer to describe its implementation assistance, including any potential interfaces for College needs to the software system.
2. Proposer should provide a timeline of the steps in the implementation process, inclusive of training. This timeline of steps shall include both the timeline of steps to be provided by the Proposer and the timeline of steps to be provided by the College. The College will work with the Successful Proposer regarding a deadline for the solution to be operational, but Proposer must include its proposed timeline with a proposed operational date. Scoring consideration will be made for Proposers with more timely operational implementation plans. The College is requesting that the successful Proposer’s solution be operational well in advance of expiration of the College’s current contract for the e-Learning LMS platform, and Proposer’s proposed timeline should take this deadline into account.
3. Proposer should define its expectation of College assistance during the implementation process (i.e., key employees, College tasks/customizations).
4. Proposer should describe any implementation steps Proposer already has in place.
5. Data Migration/Mapping – Migrate historical transcripts, active enrollments, and course packages (SCORM/xAPI) from incumbent LMS; detail mapping for user → supervisor → org node to preserve manager visibility on Day 1.

C.2.8. Training

1. Proposer should describe its plan for providing training users, including both administrators and end-users, including production cutover support.
2. Proposer should describe its plan for providing continued and ongoing training for new or updated features shall be required.
3. Proposer should describe any guides or other documents that will aid in the continuous training of end user.

**C.3. Strategic Supplier Expenditures**

C.3.1 Reporting

The College is required to report to the State of Tennessee, GO-DBE Certification Program (GO-DBE) annual expenditures for businesses with the following classifications (see Attachment 6.1 for definitions of these classifications):

Small

 Women

 Service-Disabled Veterans

 Persons with Disabilities

 Minority:

 a. African American

 b. Hispanic American

 c. Asian American

 d. Native American

 e. Other Minorities

 The Proposer may be required, on a quarterly basis and if applicable, to provide subcontractor spend information for the categories listed above to the College listed in Attachment 6.9. For reporting purposes, contractors are permitted to only be classified in one of the above categories.

**C.4. Additional Goods and/or Services**

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

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

**C.5** **Proposer** **Finalist Presentations**

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

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

Proposers are strictly limited to the time allotted and the topics provided by the College. Points will be deducted if presentations exceed the allotted time or deviate from the presentation topics defined by the College. Presentations will last no more than ninety (90) minutes and Finalists and must cover the following topics:

|  |  |
| --- | --- |
| Topic | Time Allotted |
| Welcome and Introductions | 5 minutes |
| **Overview of LMS System**Proposer to describe and demonstrate:* SCORM/xAPI/cmi5: Upload a College-provided SCORM 2004 package, assign it to a test user, launch as that user, and show resume/completion and reporting from the admin view.
* Third-party content (no extra login): Launch a sample library item (e.g., OpenSesame or equivalent) inside the LMS session with no secondary credentials; show progress/completion written back to the LMS transcript.
* Training calendar & ILT/virtual: Show a global calendar with filters and self-registration into (1) an on-campus ILT session with capacity/waitlist and (2) a Microsoft Teams session (create, invite, reminder).
* Org-chart & manager view: Demonstrate manager dashboards scoped to direct and indirect reports, assigning a course to a department, viewing overdue/completion KPIs, and exporting/scheduling a report by org node.
* End-to-end user journey: From the learner home page, enroll/launch/complete one internal course and one third-party course; from admin, verify transcripts and reporting for those completions.
 |  40 minutes |
| **LMS Updates**Proposer to describe:* Frequency of maintenance/updates to the LMS
* Roadmap for new LMS feature offerings (R&D)
 | 10 minutes |
| **Customer Service Requirements** Proposer to describe:* How it will manage/service College’s account,
* Tools that it provides to answer common questions related to the content provided.
* Technical support services and process
* Response time to inquiries,
* Real time assistance plan of operation.
 | 10 minutes |
| **Implementation Plan**Proposer to describe:* Implementation Plan for the College
 | 10 minutes |
| **Training Plan** Proposer to describe:* Training methodology
* User based training options (admin and end-user)
* Self-service training options
* Documentation or Guides
 | 10 minutes |
| * Additional Q & A (Committee members are welcome to ask questions of the Proposer.)
 | 5 minutes |

Proposers will be scored on their presentations as part of the technical scoring/points process stated in Section 5 for its presentation.

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

**NOTICE: A Technical Proposal and Presentation must not include any pricing or cost information. This includes references to items that are included “free” or “at no additional cost”, etc. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the Technical Proposal, the College may deem the Response to be non-responsive and reject it.**

**D. Cost Proposal**

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

**D.1. Proposed Cost**

Proposer shall provide its five (5) year cost for each item listed below and in Attachment 6.6.

D.1.1 Proposer to provide its rates for the following items:

1. Annual Subscription/License Fee, per user, for Proposer’s core LMS based upon the tier seat bands identified below and the specification requirements of this RFP.
2. Integration API/Integration Costs with Ellucian Banner and D2L
3. Integration Costs to Content Provider
4. Annual Support Cost
5. Implementation Costs (inclusive of travel costs, if any)
6. One-Time Operational Training Costs (in-person; inclusive of travel costs in any)
7. Operational Virtual Training Costs (per session)
8. Supplemental In-Person Training Costs (per hour)

*\*For any item listed above where there are multiple cost components, Proposers are required to itemize and sub-total cost by line item requested.*

The College requests pricing on the above line items based upon a tiered approach by user. Proposers are to include rates for the following tiers:

1 – 500 users

501 – 999 users

1,000+ users

OPTIONAL: In a separate attachment, Proposer to itemize any additional modules or options available within its LMS.

Prior to each renewal term, the College and the Successful Proposer shall agree on the pricing tier pricing that will apply to the upcoming year. This shall be based upon the number of users in the current year as well as any anticipated additions for the upcoming year.

Proposer may also quote any additional products/services that are within the scope of what is being requested in this RFP. Proposer’s optional costs for additional products/services related to this RFP must be provided on a separate document with the Cost Proposal.

D.1.2. Price Escalation

Requests for price increases for services proposed in response to this RFP may be requested by the Successful Proposer at the annual renewal period. It will be solely the College’s right to choose either to accept the price increase or cancel the item from the Contract. The College requires ninety (90) day notice prior to the anniversary renewal date of the Contract for any requested price increases. In no event shall the proposed price increase exceed the annual Consumer Price Index (CPI). Should the College feel that the price increase request makes this Contract no longer cost effective for the College, the College shall cancel the Contract and conduct another competitive process.

**ATTACHMENT 6.5 - SECTION A**

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| --- |
| **TECHNICAL PROPOSAL & EVALUATION GUIDE – SECTION A****SECTION A: MANDATORY REQUIREMENTS.**  The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below. The Solicitation Coordinator will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Solicitation Coordinator must attach a written determination. A determination that a proposal is non-responsive must be approved by the Chief Business Officer before notice may be sent out that the proposal has been rejected. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each proposal for compliance with all RFP requirements. |
| **PROPOSER LEGAL ENTITY NAME:** |  |
| **AUTHORIZED PROPOSER SIGNATURE & DATE:** |  |
| * **The Proposal must be delivered to the College no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.**
* **The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., *et. seq.*).**
* **The Technical Proposal must NOT contain cost or pricing information of any type.**
* **The Technical Proposal must NOT contain any restrictions of the rights of the State/College or other qualification of the Proposal.**
* **A Proposer must NOT submit multiple Proposals in different forms (as a prime and a sub-contractor).**
 |
| **Proposal Page #(Proposer completes)** | **Item Ref.** | **Section A— Mandatory Requirement Items** | **Pass/Fail** |
|  | **A.1.** | Provide the Technical Transmittal and Statement of Certifications and Assurances (Attachment 6.3) completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. |  |
|  | **A.2.** | Provide a Statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (*e.g.,* employment by the State of Tennessee) and, if so, the nature of that conflict. |  |
|  | **A.3.** | Provide a current bank reference indicating that the Proposer’s business relationship with the financial College is in positive standing. Such reference must be written in the form of a standard business letter, on bank letterhead, signed, and dated within the past three (3) months. |  |
|  | **A.4.** | Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, on reference’s letterhead, signed, and dated within the past three (3) months. |  |
|  | **A.5.** | Provide **EITHER**:* 1. an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.); **OR**
	2. a Dun & Bradstreet Credit eValuator Plus Report dated within the last three (3) months and indicating a positive credit rating for the Proposer.
 |  |
|  | **A.6.** | Tax/Minority/Ethnicity Form (Attachment 6.1). |  |
|  | **A.7.** | Provide a copy of a valid, current certificate of insurance indicating general liability insurance. Prior to contract award, successful Proposer will be required to submit a valid, current certificate of insurance with the limit requirements provided in Section 4.8 above. |  |

**ATTACHMENT 6.5 – Section B**

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| --- |
| **TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B** |
| **PROPOSER NAME:** |  |
| **SECTION B — QUALIFICATIONS & EXPERIENCE** |
| **The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).****A Proposal Evaluation Team, made up of three or more College employees, will independently evaluate and score the proposal’s “qualifications and experience” responses.** |
|  |  | **College Use ONLY** |
| **Proposal Page #(to be completed by Proposer)** | **Qualifications & Experience Items** | **Possible****Points** | **Points****Awarded** |
|  | **B.1** Describe the Proposer’s form of business (*i.e*., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, email address and telephone number of the person the College should contact regarding the proposal.  |  |  |
|  | **B.2** Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer’s company within the last ten years, and if so, an explanation providing relevant details.  |  |  |
|  | **B.3** Provide a statement of whether the Proposer or any of the Proposer’s principals, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled *nolo contendere* to any felony, and if so, an explanation providing relevant details. |  |  |
|  | **B.4** Provide a statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer’s performance in a contract under this RFP.  |  |  |
|  | **B.5** Provide a statement of whether, in the last ten years, Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.  |  |  |
|  | **B.6** Provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer’s performance in a contract under this RFP.  |  |  |
|  | **B.7** Provide a brief, descriptive statement indicating the Proposer’s credentials to deliver the requested goods and/or services. |  |  |
|  | **B.8** Indicate how long the Proposer has been providing the requested goods and/or services and include the number of years in business. |  |  |
|  | **B.9** Indicate the Proposer organization’s number of  employees, client base, and location of offices (list  all offices in the State of Tennessee).  |  |  |
|  | **B.10** Provide a narrative description of the proposed project team and its organizational structure, list its members, and include resumes. (The College reserves the right to approve any changes in the proposed project team). Information about each project team member shall include, but not be limited to, the following:1. Contact Name
2. Title
3. Years with the Proposer’s firm.
 |  |  |
|  | **B.11** Provide a statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform. The area of the state that each subcontractor will cover must be included. |  |  |
|  | **B.12** Provide customer references for similar projects, with an emphasis on higher education entities, representing three of the larger accounts serviced by the Proposer. The standard reference questionnaire, which must be used and completed, is provided at RFP Attachment 6.7. References that are not completed as required may be deemed non-responsive and may not be considered.The Proposer will be solely responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below.Client References may be submitted electronically or physically.Electronic Submission:(a) Electronic submission of Client References will be accepted via email to: procurement.travel@tbr.edu.(b) Client References must be received directly from the client providing the reference or submitted by Proposer with original signature from the client providing the reference.Physical Submission:(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.(b) Send a reference questionnaire and new, standard #10 envelope to each reference.(c) Instruct the reference to:(i) complete the reference questionnaire;(ii) sign and date the completed reference questionnaire;(iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;(iv) sign his or her name in ink across the sealed portion of the envelope; and(v) return the sealed envelope directly to the Proposer (the Proposer may wish to give each reference a deadline, such that the Proposer will be able to collect all required references in time to include them within the sealed Technical Response).(d) Do NOT open the sealed references upon receipt.(e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.NOTES: * The College will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required.
* The College will not review more than the number of required references indicated above.
* While the College will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the College reserves the right to confirm and clarify information detailed in the completed reference questionnaires and may consider clarification responses in the evaluation of references.
* The College reserves the right to check other sources of references.

 The College is under no obligation to clarify any reference information. |  |  |
| *(Maximum Section B Score = 150)* |  |

**ATTACHMENT 6.5 – Section C**

| **TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C.1** |
| --- |
| **SECTION A: MANDATORY TECHNICAL REQUIREMENTS.**  The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below. The Solicitation Coordinator will review the proposal to determine if the Mandatory Technical Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Solicitation Coordinator must 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 Technical Requirement Items, the Solicitation Coordinator will review each proposal for compliance with all RFP requirements. |
| **C.1** Technical Mandatory Pass/Fail Requirements (Proposer shall validate in its response its understanding of these mandatory requirements and its ability to meet each requirement |
| **Proposal Page #(Proposer completes)** | **Item Ref.** | **Section A— Mandatory Technical Requirements** | **Pass/Fail** |
|  | **C.1.1** | Be a web-based solution. |  |
|  | **C.1.2** | Ensure a seamless integration of existing catalog content into its system architecture. For integrated third-party content, learners must not be required to enter separate credentials or create external accounts. Launch must occur within the LMS session via SSO/passthrough. |  |
|  | **C.1.3** | Be compatible with D2L, Banner 9 and Banner Ethos. |  |
|  | **C.1.4** | Support single sign-on (SSO) capabilities. For integrated third-party content, learners must not be required to enter separate credentials or create external accounts. Launch must occur within the LMS session via SSO/passthrough. |  |
|  | **C.1.5** | Support varying levels of user roles. |  |
|  | **C.1.6** | Include built-in communication tools that allow users to interact, share information and receive system notifications |  |
|  | **C.1.7** | Include comprehensive reporting functionality, enabling users to generate, customize and export reports based on solution data, and |  |
|  | **C.1.8** | Meet Accessibility Standard WCAG 2.1 or working towards complete compliance by April 2026. |  |

**ATTACHMENT 6.5 – Section C**

|  |
| --- |
| **TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C.2 – C.5** |
| **The Proposer must address ALL Technical Requirement 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 College employees, will independently evaluate and score the proposal’s response to each item.**  |
| **Technical Scored Requirements** (In the previous Mandatory pass/fail section (Section C.1) Proposers were asked to validate in its response its understanding of the mandatory requirements. In section C.2 Proposers are asked for descriptions of the proposed Solution and will be scored based on those descriptions. Proposers to indicate the page reference numbers of its Proposal that addresses each item). |
| **Proposal****Page # (to be completed by Proposer)** | **Item Ref.** | **Technical Scored Requirements** | **College Use ONLY** |
| **Possible Points Score** | **Points Awarded**  |
|  |  | **All items below are required. Failure to provide any required service(s) may be grounds for rejection of proposal.** |  |  |
|  | C.2.1 | Solution |  |  |
|  | C.2.2 | LMS/ERP Integrations |  |  |
|  | C.2.3 | Single Sign-On (SSO) |  |  |
|  | C.2.4 | Accessibility |  |  |
|  | C.2.5 | Customer Service Requirements |  |  |
|  | C.2.6 | Data/Reports |  |  |
|  | C.2.7 | Implementation/Data Migration |  |  |
|  | C.2.8 | Training |  |  |
|  | C.5 | Proposer Presentation (if deemed a finalist) |  |  |
| **Total Raw Weighted Score:***(sum of Raw Weighted Scores above)* |
|  | **Total Raw Weighted Score** | **X 450***(maximum section score)* | **= SCORE:** |
|  | **maximum possible raw weighted score***(i.e., 5 x the sum of item weights above)* |

**ATTACHMENT 6.6**

|  |  |
| --- | --- |
|  | **COST PROPOSAL & SCORING GUIDE** |
|  | **NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as shown.** |
| **PROPOSER NAME:** |  |
| **SIGNATURE & DATE:** |  |
| *NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer company president, evidence SHALL be attached showing the Signatory’s authority to bind the Proposer.* |
| **COST PROPOSAL SCHEDULE****The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of service including all goods and/or services as defined in the RFP Attachment 6.2. *Pro Forma* Contract, Scope of Goods and/or services for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the College. All monetary amounts are United States currency.** |
| **Cost Item Description** | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** |
| Annual Subscription/License Fee (per user) 1-500 users |  |  |  |  |  |
| Annual Subscription/License Fee (per user) 501-999 users |  |  |  |  |  |
| Annual Subscription/License Fee (per user 1000+ users |  |  |  |  |  |
| Integration API/Integration Costs with Ellucian Banner |  |  |  |  |  |
| Annual Support Cost |  |  |  |  |  |
| Implementation Costs (inclusive of travel costs, if any) |  |  |  |  |  |
| One-Time Operational Training Costs (in-person, inclusive of travel) |  |  |  |  |  |
| Operational Virtual Training Costs (per session) |  |  |  |  |  |
| Supplemental In-Person Training Costs (per hour) |  |  |  |  |  |
| ***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.*** |
|

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Lowest Evaluation Cost Amount**  | **X 400***(maximum section score)* | **= SCORE:** |
| **Evaluation Cost Amount Being Evaluated** |

 |

|  |  |
| --- | --- |
| **ATTACHMENT 6.****COURSE LISTING AND ON-DEMAND DETAILS** |  |
|  |  |  |  |
| **Item No.** | **Name of Course/Certification** | **Annual Date/Month Required Month** |  |
| 1 | Organization: Calendars | October |  |
| 2 | Organization: Emails | November |  |
| 3 | Organization: Filing Systems | November |  |
| 4 | Organization: Taking Inventory | November |  |
| 5 | Organization: Voicemails | November |  |
| 6 | Administrative Excellence: 01. Prioritization Techniques | October |  |
| 7 | Administrative Excellence: 02. Preparing a Room for a Meeting | November |  |
| 8 | Administrative Excellence: 03. Detail-Oriented Skill Development | November |  |
| 9 | Administrative Excellence: 06. Planning and Coordinating Events | November |  |
| 10 | Administrative Excellence: 07. Routing a Problem | November |  |
| 11 | Creating Collaboration: 01. The Process | May |  |
| 12 | Creating Collaboration: 02. How to Collaborate | May |  |
| 13 | Creating Collaboration: 03. When Collaboration Leads to Conflict | May |  |
| 14 | TrainingBriefsÂ® Avoiding Bias in Hiring | January |  |
| 15 | Invisible Disabilities: Recognize Invisible Disabilities | May |  |
| 16 | TrainingBriefsÂ® Diversity in Recruiting and Hiring | December |  |
| 17 | TrainingBriefsÂ® Recruiting and Hiring: Avoiding Illegal Questions | December |  |
| 18 | U.S. Family Educational Rights and Privacy Act (FERPA) | May |  |
| 19 | A New Supervisor's First Performance Development Conversation | December |  |
| 20 | Becoming an Effective Manager: Reducing Rater Bias |  |  |
| 21 | Communication Skills: How Managers Empower Their Staff Through Open Questions | May |  |
| 22 | Becoming a Competent Leader: Creative Thinking and Problem Solving | May |  |
| 23 | Being a Leader | January |  |
| 24 | Current Performance Review |  |  |
| 25 | Evaluating Performance (US) | December |  |
| 26 | Getting Ready for Performance Development Conversations | May |  |
| 27 | Giving and Receiving Feedback | April |  |
| 28 | Goal Setting | December |  |
| 29 | Managing Your Employees' Work/Life Balance | November |  |
| 30 | Performance Development for Remote Employees | May |  |
| 31 | Performance Development for Star Performers | May |  |
| 32 | Performance Development for Struggling Performers | May |  |
| 33 | Reflecting on Critical Feedback | December |  |
| 34 | The Performance Development Mindset - NEW VERSION | May |  |
| 35 | The Power of Goal Setting | June |  |
| 36 | Tips for Conducting a Performance Evaluation |  |  |
| 37 | An Introduction to Performance Development | May |  |
| 38 | Clear Work Expectations | October |  |
| 39 | Executing the Project | June |  |
| 40 | Five Phases of the Creativity-to-Innovation Process | May |  |
| 41 | TrainingBriefsÂ® Must Dos As a Mentor | May |  |
| 42 | Why the secret to success is setting the right goals | John Doerr | TED Talk | December |  |
| 43 | Closing Out in Project Management | June |  |
| 44 | Initiation for Project Management | May |  |
| 45 | Key Concept of Project Management | May |  |
| 46 | Laying Out the Project | June |  |
| 47 | Maintaining and Controlling the Project | January |  |
| 48 | Making Time: Time Management |  |  |
| 49 | Planning for Projects | June |  |
| 50 | Planning Tools | June |  |
| 51 | Project Goals | June |  |
| 52 | Successfully Executing the Guide | June |  |
| 53 | Task Dependencies | June |  |
| 54 | Tasks and Aligning Resources | June |  |
| 55 | Time Management | March |  |
| 56 | Time Management Tips | December |  |
| 57 | TrainingBriefsÂ® Thatâ€™s Generation Z? |  |  |
| 58 | Blink: The Power of Thinking Without Thinking | Malcolm Gladwell | May |  |
| 59 | Conducting Performance Development Conversations | May |  |
| 60 | Find Your Strengths | June |  |
| 61 | Basics of Communication |  |  |
| 62 | Channels of Communication | June |  |
| 63 | Communicating Effectively | June |  |
| 64 | Communication Skills: The ABCs of Effective Communication | June |  |
| 65 | Communication: 09. Writing Conversationally | October |  |
| 66 | How can you change someone's mind? | Hugo Mercier | April |  |
| 67 | How Communication Works | June |  |
| 68 | SWAP for Positive Communication | April |  |
| 69 | The Eight Types Of Communicators | March |  |
| 70 | TrainingBriefsÂ® Leveraging the Power of Emotional Intelligence | May |  |
| 71 | Workplace Etiquette: How to Communicate Professionally | December |  |
| 72 | Administrative Excellence: 04. Front Desk Safety | November |  |
| 73 | Asbestos Hazard Awareness: Overview | December |  |
| 74 | Back Safety and Injury Prevention: Overview | April |  |
| 75 | Bloodborne Pathogens (BBP) | March |  |
| 76 | Chemical Safety: Chemical Safety Labels | December |  |
| 77 | Chemical Safety: Overview | December |  |
| 78 | Compressed Gas Safety: Overview | December |  |
| 79 | Confined Space Entry: Permit Required - Overview | November |  |
| 80 | Electrical Safety: Overview | November |  |
| 81 | Fall Protection Awareness | December |  |
| 82 | First Aid Awareness | May |  |
| 83 | First Aid: AED Training | November |  |
| 84 | Hazard Communication [Globally Harmonized System (GHS)] | November |  |
| 85 | Hearing Conservation: Overview | December |  |
| 86 | Housekeeping on the Job | December |  |
| 87 | Ladder Safety | December |  |
| 88 | Lockout/Tagout (LOTO) | November |  |
| 89 | Machine Guarding | December |  |
| 90 | Personal Protective Equipment (PPE) Overview (US) | November |  |
| 91 | Personal Protective Equipment (PPE): Respiratory Protection | December |  |
| 92 | Safety for Employees: 07. Portable Fire Extinguishers for Employees | February |  |
| 93 | Utility Cart Safety: Introduction | January |  |
| 94 | Adobe Acrobat DC Pro: Beginner | October |  |
| 95 | Excel 365: Advanced | June |  |
| 96 | Excel 365: Beginner | February |  |
| 97 | Excel 365: Intermediate | December |  |
| 98 | Mastering Excel 2021: Basics | December |  |
| 99 | Mastering Excel 2021: Beginner | June |  |
| 100 | Mastering Excel 2021: Intermediate |  |  |
| 101 | Mastering PowerPoint 2021: Basics | May |  |
| 102 | Mastering PowerPoint 2021: Beginner | May |  |
| 103 | Mastering PowerPoint 2021: Intermediate | June |  |
| 104 | Microsoft 365 Teams: Beginner | December |  |
| 105 | Microsoft Office Excel 2016: Part 1 (Beginner) | March |  |
| 106 | PowerPoint 2021 | May |  |
| 107 | SharePoint Sites 365 Fundamentals of Site Management |  |
| 108 | Inclusion in Action Skill: Be Aware of Intent and Impact | April |  |
| 109 | 4 Essentials for a Respectful Workplace | March |  |
| 110 | Arrogance and Humility | December |  |
| 111 | Conflict De-Escalation Techniques | November |  |
| 112 | Conflict De-Escalation: Active Listening | December |  |
| 113 | Conflict De-Escalation: Developing a Solution Mindset | December |  |
| 114 | Managing Difficult Personalities in the Workplace | March |  |
| 115 | Building your Strengths as a R.E.A.L. Team Player |  |  |
| 116 | Change Management - Coping with Change | June |  |
| 117 | Change Management: How to Guide People Through Change | December |  |
| 118 | Communicating with Respect and Appreciation | June |  |
| 119 | Conflict Resolution: Seeing Things From Other Peopleâ€™s Point of View | January |  |
| 120 | Creating an Environment Based on Respect | December |  |
| 121 | Emotional Intelligence: Emotional Intelligence - Improving Your Empathy | May |  |
| 122 | Emotional Intelligence: Emotional Intelligence - Improving Your Self-Awareness | May |  |
| 123 | Emotional Intelligence: Emotional Intelligence - Improving Your Self-Motivation | May |  |
| 124 | Establishing a Culture of Trust | May |  |
| 125 | Killing Complexity | November |  |
| 126 | What to Say When - Conflict Resolution Series: Someone Disagrees With You | November |  |
| 127 | Strengthen Your Writing Today | October |  |
| 128 | Effective Email Writing and Office Communication | October |  |
| 129 | Email Etiquette: 02. Spelling and Grammar Check | October |  |
| 130 | Email Etiquette: 03. Subject Line | October |  |
| 131 | Email Etiquette: 04. Formatting Your Email | October |  |
| 132 | Email Etiquette: 05. Sending Attachments | October |  |
| 133 | Email Etiquette: 06. Reply Time | October |  |
| 134 | Email Etiquette: 07. When to Cc and Bcc | October |  |
| 135 | Email Etiquette: 08. Using Reply All | October |  |
| 136 | Email Etiquette: 09. Forwarding Emails | October |  |
| 137 | Proofreading: 01. How to Proofread | October |  |
| 138 | Proofreading: 02. Spell Check and Autocorrect | October |  |
| 139 | Proofreading: 03. Creating a Cheat Sheet | October |  |
| 140 | Punctuation: 01. Ending Sentences | October |  |
| 141 | Punctuation: 02. Commas | October |  |
| 142 | Punctuation: 05. Quotation Marks | October |  |
| 143 | Writing Basics: 01. Why Care About Writing | October |  |
| 144 | Writing Basics: 02. Parts of Speech | October |  |
| 145 | Writing Basics: 03. Parts of a Sentence | October |  |
| 146 | Writing Basics: 04. Capitalization | October |  |

|  |  |
| --- | --- |
| **On-Demand Needs**To meet real-time development needs, SWCC must offer a wide, on-demand catalog across areas, including but not limited to, the following:* Compliance & Risk
	+ Workplace harassment & discrimination, Title IX/Clery awareness
	+ ADA/Section 504, reasonable accommodation, accessibility basics
	+ Data privacy & security (FERPA, HIPAA overview, PCI basics), records management
	+ Laboratory & facilities safety (BBP, PPE, GHS/HazCom, machine guarding, ladder/fall, confined space, electrical), driver/utility cart safety
* Leadership & Management
	+ New supervisor fundamentals; coaching and feedback; difficult conversations
	+ Performance management, goal-setting (SMART), evaluation & documentation
	+ Inclusive leadership, psychological safety, delegation, decision-making
	+ Change management, stakeholder engagement, meeting facilitation
* Teaching, Learning & Student Success (Higher-Ed Focus)
	+ Universal Design for Learning (UDL); Quality Matters essentials
	+ Assessment & rubric design; active learning; course design fundamentals
	+ Student mental-health awareness, bystander intervention/suicide-prevention gatekeeper training
	+ Customer service for student-facing roles; advising & retention basics
* Digital Skills & Tools
	+ Microsoft 365/Teams/SharePoint/OneDrive/Outlook/Excel/PowerPoint/Power BI
	+ Collaboration platforms (Zoom, Forms, Planner), digital file hygiene, AI productivity/prompting
	+ Cybersecurity awareness, phishing defense, password hygiene, data governance
	+ Project, Process & Strategy
* Project management foundations; Agile & Scrum basics; Kanban
	+ Process improvement (Lean/Six Sigma yellow-belt concepts)
	+ Strategic planning, KPIs/OKRs, metrics literacy, dashboards and reporting
* Communication & Writing
	+ Business writing, email clarity, proposals and summaries, plain-language editing
	+ Presentation skills, executive presence, storytelling with data
* People & Culture
	+ DEIB foundations; cultural competence; respectful workplace & civility
	+ Conflict resolution, negotiation, influence without authority
	+ Ethics & code of conduct
* Workplace Skills & Well-Being
	+ Time and priority management; personal productivity; note-taking
	+ Resilience, stress management, burnout prevention, psychological first aid
	+ Remote/hybrid work effectiveness
* Operations & Administration
	+ Budgeting and finance for non-financial managers; procurement basics
	+ Grants and contracts fundamentals; risk management overview
	+ Event and vendor management; travel & purchasing card essentials
* Creative & Media
	+ Canva, basic Adobe tools; accessibility in documents, captions/transcripts, alt text
* Data & Analytics
	+ Excel (beginner to advanced), data cleaning, basic SQL, data visualization principle
 |  |

ATTACHMENT 6.8

**REFERENCE QUESTIONNAIRE**

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

The Proposer will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.5., Technical Response & Evaluation Guide, Section B, Item B.12.), and for enclosing the sealed reference envelopes within the Proposer’s Technical Response.

**RFP # 26-0002 REFERENCE QUESTIONNAIRE**

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

The “reference subject” specified above, intends to submit a response to Southwest TN Community College 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.**

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

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

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

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

**RFP # 26-0002 REFERENCE QUESTIONNAIRE — PAGE 2**

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

1. **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.**
2. **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.**
3. **How satisfied are you with the reference subject’s ability to perform based on your expectations and according to the contractual arrangements?**
4. **In what areas of goods or service delivery does/did the reference subject excel?**
5. **In what areas of goods or service delivery does/did the reference subject fall short?**
6. **What is the level of your satisfaction with the reference subject’s project management structures, processes, and personnel?**

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

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

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

**RFP # 26-0002 REFERENCE QUESTIONNAIRE — PAGE 3**

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

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

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

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

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

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

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

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

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

|  |
| --- |
|  |

**ATTACHMENT 6.9**

***LISTING OF SYSTEM COLLEGES***

***The following Colleges are eligible to utilize the contract resulting from this RFP***

**Tennessee Board of Regents System Office and Colleges:**

Tennessee Board of Regents, System Office

Chattanooga State Community College

Cleveland State Community College

Columbia State Community College

Dyersburg State Community College

Jackson State Community College

Motlow State Community College

Nashville State Community College

Northeast State Community College

Pellissippi State Community College

Roane State Community College

Southwest Tennessee Community College

Volunteer State Community College

Walters State Community College

Tennessee College of Applied Technology -Athens

Tennessee College of Applied Technology -Chattanooga

Tennessee College of Applied Technology -Crump

Tennessee College of Applied Technology -Dickson

Tennessee College of Applied Technology -Elizabethton

Tennessee College of Applied Technology -Harriman

Tennessee College of Applied Technology -Hartsville

Tennessee College of Applied Technology -Henry/Carroll

Tennessee College of Applied Technology -Hohenwald

Tennessee College of Applied Technology -Jacksboro

Tennessee College of Applied Technology -Jackson

Tennessee College of Applied Technology -Knoxville

Tennessee College of Applied Technology -McKenzie

Tennessee College of Applied Technology -McMinnville

Tennessee College of Applied Technology -Memphis

Tennessee College of Applied Technology -Morristown

Tennessee College of Applied Technology -Murfreesboro

Tennessee College of Applied Technology -Nashville

Tennessee College of Applied Technology -Northwest

Tennessee College of Applied Technology -Oneida/Huntsville

Tennessee College of Applied Technology -Pulaski

Tennessee College of Applied Technology -Shelbyville

Tennessee College of Applied Technology -Upper Cumberland

**Additional Colleges with an Option to Utilize the Agreement**

Austin Peay State University

East Tennessee State University

Middle Tennessee State University

Tennessee State University

Tennessee Technological University

University of Memphis

University of Tennessee – Chattanooga

University of Tennessee – Knoxville

University of Tennessee – Martin

University of Tennessee – Memphis

University of Tennessee – Tullahoma

State of Tennessee Departments

**ATTACHMENT 6.10**

**Sample Protest Bond**

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

**KNOW ALL BY THESE PRESENTS:**

That we,

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

 (Name of Protestor)

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

(Address of Protestor)

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

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

(Name of Surety)

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

(Address of Surety)

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

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

(Dollar Amount of Bond)

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

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

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

26-0002

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

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

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

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

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

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

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

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

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

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

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

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

**WITNESS:**

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

(Name of Protestor)

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

(Authorized Signature of Protestor)

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

(Name and Title of Signatory)

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

(Name of Surety)

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

(Signature of Attorney-in-Fact)

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

(Name of Attorney-in-Fact)

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

(Tennessee License Number of Surety

**ATTACHMENT 6.11**

**Request for Vendor Registration**

All Proposers are encouraged to complete the TBR Total Supplier Management (TSM) vendor registration process with College and become a registered vendor. Although vendor registration with the College is not required to submit a bid, a resulting contract and/or PO from this RFQ process cannot be finalized without the successful Proposer being registered with the College.

In addition to the above, the College will work with Proposers and the Governor’s Go-DBE Office to allow Proposers to obtain official state certification. For information regarding staff of the Governor’s Go-DBE Office to assist strategic suppliers, as well as general, public information relating to this RFP, visit:

<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/go-dbe.html>

For assistance with this process, Proposers can contact procurementpartnerships@tbr.edu

**Click on URL link below to register your company in our TSM vendor system.**

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

If you have completed the TSM vendor registration process or if you have previously registered in the TBR TSM vendor registration system, please enter your Supplier ID #\_\_\_\_\_\_\_\_\_\_\_\_

If you have not completed the TSM vendor registration process, please check here \_\_\_\_\_\_\_\_\_.

Is Parent company located outside of the United States: Yes\_\_\_\_\_\_\_\_\_\_ No \_\_\_\_\_\_\_\_\_\_\_\_

 If Yes, what country is the Parent company located: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT 6.12**

**Vendor Product Accessibility Statement and Documentation**

***Purpose of Accessibility Statement***

An effective Accessibility Statement includes several key components including:

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

***Key Components***

Commitment Statement

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

Required Documentation

1. Provide written documentation on
	1. how the product/service meets the THEC/TBR accessibility standards,
		1. [WCAG 2.1 A&AA Guidelines](https://www.w3.org/TR/WCAG20/)/[ISO/IEC 40500:2012](http://www.iso.org/iso/home/store/catalogue_tc/catalogue_detail.htm?csnumber=58625)
		2. [508](https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh) Voluntary Product Accessibility Template ([VPAT](http://www.itic.org/dotAsset/5644ecd2-5024-417f-bc23-a52650f47ef8.doc))
		3. And [EPUB3 Accessibility Guidelines](http://www.idpf.org/accessibility/guidelines/) (if applicable)
	2. any available accessibility testing results
		1. List any third-party agencies with whom you have worked to evaluate accessibility support
		2. Describe any formal testing process you use to determine accessibility support
		3. Indicate if you conduct user testing with persons with disabilities to verify accessibility support
	3. and include the [Conformance and Remediation](https://www.tbr.edu/sites/tbr.edu/files/media/2016/02/Conformance%20and%20Remediation%20Form.docx) Form when standards conformance is not fully achieved to demonstrate vendor’s planned roadmap to full conformance.
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).
	1. Note any other best practices or guidelines utilized during design and development (if applicable).

Product Usage Information for Users with Disabilities

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

Feedback Mechanism

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

***Implementation Recommendations***

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

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

Keep the Information in the Accessibility Statement and Documentation Current.

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

Direct any questions or comments to the Collegeal Accessibility Liaison (kristina.waymire@tbr.edu).

**ATTACHMENT 6.13**

**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 6.14**

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

|  |  |
| --- | --- |
| Exception 1. |  |
| SWTCC Pro Forma Contract Section |  |
| Proposers Response: |  |

|  |  |
| --- | --- |
| Exception 2. |  |
| SWTCC Pro Forma Contract Section |  |
| Proposers Response: |  |

|  |  |
| --- | --- |
| Exception 3. |  |
| SWTCC Pro Forma Contract Section |  |
| Proposers Response: |  |

|  |  |
| --- | --- |
| Exception 4. |  |
| SWTCC Pro Forma Contract Section |  |
| Proposers Response: |  |

|  |  |
| --- | --- |
| Exception 5. |  |
| SWTCC Pro Forma Contract Section |  |
| Proposers Response: |  |

|  |  |
| --- | --- |
| Exception 5. |  |
| SWTCC Pro Forma Contract Section |  |
| Proposers Response: |  |

|  |  |
| --- | --- |
| Exception 5. |  |
| SWTCC Pro Forma Contract Section |  |
| Proposers Response: |  |

 **ATTACHMENT 6.15**

**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

\_\_\_ Petty Cash, Payroll and Operating Account, or an imprest checking account according to the provisions set out (Attachment 6.2)

\_\_\_ Current Certificate of Insurance with RFP (Attachment 6.5, A.8)

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

\_\_\_ Completed Minority/Ethnicity Form (Attachment 6.1)

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

\_\_\_ Signed and dated “Proposal Transmittal and Statement of Certifications and Assurances”

 form (Attachment 6.3, A.1)

1. 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 (Attachment 6.5.A.)

\_\_\_ 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 6.5)

1. 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.**