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**ROANE STATE COMMUNITY COLLEGE**

Request for Proposal

RFP for Third-Party Evaluation Services

 *Department of Education Title III Part A*

*Strengthening Institutions Program*

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| RFP# B0048  |
|  |  |
| Proposal Due Date/Time: |  January 20, 2017 |
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*Electronic copies of this Request for Proposal are available by contacting Dana West at* *westdk2@roanestate.edu*

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**1 INTRODUCTION**

**1.1 Background**

Roane State Community College (RSCC) is a two-year college providing transfer curricula, career-preparation programs, and non-credit education. Founded in 1971, Roane State serves a diverse eight-county service area that includes Roane, Anderson, Loudon, Campbell, Scott, Cumberland, Morgan, and Fentress counties in the state of Tennessee. The college provides health sciences education in Knox and Blount counties. In addition to its main campus in Harriman, Roane State also has campuses in Crossville, Huntsville, Jamestown, Knoxville, LaFollette, Lenoir City, Oak Ridge and Wartburg. With its multiple campuses and wide range of distance-learning offerings, Roane State brings the benefits of higher education within reach of all who live and work in these communities. Roane State Community College is one of 13 community colleges in The Tennessee Board of Regents (TBR) system.

**1.2 Statement of Purpose**

The U.S. Department of Education has awarded Roane State Community College with $1.56 million dollars in grant funds under the Title III Part A—Strengthening Institutions Program. The grant program helps eligible institutions of higher education expand their capacity to serve low-income students by providing funds to improve and strengthen academic quality, institutional management, and fiscal stability. Through the Strengthening Institutions Program, grant funds are available for planning, faculty development, administrative management, and the development and improvement of academic programs. For more information about this grant, refer to the archived application package available at <http://www2.ed.gov/programs/iduestitle3a/applicant.html>.

The project developed by Roane State Community College is called “Mapping Your Guided Pathway to Success” (MY-GPS). The five-year project is designed to improve academic success and completion by providing students with enhanced academic and career planning options and holistic support services. Strategies include enhanced student success services including success coaching and mandatory advisement, along with course scheduling that facilitates timely program completion. The grant narrative for this project is available at <http://www.roanestate.edu/?10771-MY-GPS-Mapping-Your-Guided-Pathway-to-Success-Title-III-Grant>.

The objective of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to further develop and implement a program evaluation of the MY-GPS project. The purpose of the evaluation will be to collect, analyze, and interpret data pertaining to MY-GPS that will (a) lead to continuous program improvement and (b) determine the extent to which the various program components are associated with positive student outcomes. Due to the multi-year nature of this project, the evaluation will begin with an implementation evaluation to ensure that all program activities are being conducted as planned. While the implementation evaluation will be ongoing, the evaluation focus will also include participant outcomes and impacts.

To promote engagement in evaluation activities throughout the grant period, the primary stakeholders of this project have been identified prior to program implementation. The Department of Education, as grantor, is a primary stakeholder who seeks to fund programs that lead to education outcome improvements. Students receiving student services provided by this grant also have a large stake in program implementation and outcomes. Title III Project Director, along with the grant-funded Project Coordinator and Success Coach positions, are other identified stakeholders of this project. Members of stakeholder groups are expected to show continued involvement throughout the evaluation in an interactive process with the third-party evaluator. This will ensure that the most pertinent evaluation questions are being addressed, appropriate and feasible methods for data collection are developed and used, and evaluation results are disseminated and utilized as appropriate.

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

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

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

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

**1.****4** **Nondiscrimination**

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

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

Mr. Odell Fearn, Director of Human Resources

276 Patton Lane

Harriman, TN 37748

865-882-4679

**1.5 Assistance to Proposers with a Disability**

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

**1.6 RFP Communications**

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

1.6.1.1 Interested Parties must direct all communications regarding this RFP to the following RFP Coordinator, who is the Institution’s only official point of contact for this RFP.

Dana West

Roane State Community College

276 Patton Lane

Harriman, TN 37748

westdk2@roanestate.edu

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

 RFP#: B0048

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

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

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

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

1.6.7 The Institution will convey all official responses and communications pursuant to this RFP to the potential Proposers from whom the Institution has received a Notice of Intent to Propose.

1.6.8 Only the Institution’s official, written responses and communications shall be considered binding with regard to this RFP.

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

Official communication will occur via electronic mail.

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

**1.7 Notice of Intent to Propose**

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

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

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

**1.8 Proposal Deadline**

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

**1.9 Written Questions**

Questions concerning the RFP should be submitted via email to westdk2@roanestate.edu prior to the Written Questions Deadline date in the RFP Section 2, Schedule of Events. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the Institution as described in RFP Sections 1.6 *et seq.*, above and on the date detailed in the RFP Section 2, Schedule of Events.

**2 RFP SCHEDULE OF EVENTS**

The following Schedule of Events represents the Institution's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 5:00 p.m. **(EASTERN TIME ZONE)**

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| **RFP SCHEDULE OF EVENTS****NOTICE: The Institution reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The Institution will communicate any adjustment to the Schedule of Events to the potential Proposers from whom the Institution has received a Notice of Intent to Propose.** |
| **EVENT** | **TIME**  | **DATE(all dates are Institution business days)** |
| 1. Institution Issues RFP
 |  | **December 1, 2016** |
| 1. Disability Accommodation Request Deadline
 | **2:00 PM** | **December 12, 2016** |
| 1. Written Questions Deadline
 |  | **December 30, 2016** |
| 1. Notice of Intent to Propose Deadline
 | **2:00 PM** | **January 3, 2016** |
| 1. Institution Responds to Written Questions
 |  | **January 13, 2017** |
| 1. Proposal Deadline
 | **2:00 PM** | **January 20, 2017** |
| 1. Institution Completes Technical Proposal Evaluations
 |  | **February 3, 2017** |
| 1. Institution Opens Cost Proposals and Calculates Scores
 |  | **February 6, 2017** |
| 1. Institution Issues Intent to Award Letter andOpens RFP Files for Public Inspection
 |  | **February 7, 2017** |
| 1. Performance Bond Deadline (OPTIONAL)
 |  | **N/A** |
| 1. Award of Contract
 |  | **February 21, 2017** |
| 1. Contract Effective Date
 |  | **March 1, 2017** |

**3 PROPOSAL REQUIREMENTS**

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

**3.1 Proposal Form and Delivery**

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

3.1.2 Each Proposer must submit one (1) original, one (1) electronic, and four (4) copies of the Technical Proposal to the Institution in a sealed package that is clearly marked:

**“Technical Proposal in Response to RFP# B0048 - Do Not Open”**

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

**“Cost Proposal in Response to RFP# B0048 - Do Not Open”**

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

**“Contains Separately Sealed Technical and Cost Proposals for RFP# B0048”**

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

Roane State Community College

Office of Purchasing and Contracts

276 Patton Lane

Harriman, TN 37748

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

**3.2 Technical Proposal**

3.2.1 The RFP Attachment 6.4, Technical Proposal and Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. This guide includes mandatory and general requirements as well as technical queries requiring a written response.

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

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

3.2.3 Each proposal should be economically prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible). All proposal pages must be numbered.

3.2.4 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.

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

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

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

**3.3 Cost Proposal**

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

3.3.2 The Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.5, Cost Proposal and Scoring Guide.

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

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

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

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

**4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION**

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

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

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

**4.2 RFP Amendment and Cancellation**

The Institution reserves the unilateral right to amend this RFP in writing at any time. If an RFP amendment is issued, the Institution will convey such amendment to the potential Proposers who submitted a Notice of Intent to Propose. Each proposal must respond to the final written RFP and any exhibits, attachments, and amendments.

The Institution reserves the right, at its sole discretion, to cancel and reissue this RFP or to cancel this RFP in its entirety in accordance with applicable laws and regulations.

**4.3 Proposal Prohibitions and Right of Rejection**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4.4 Incorrect Proposal Information**

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

**4.5 Proposal of Additional Services**

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

**4.6 Assignment and Subcontracting**

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

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

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

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

**4.7 Right to Refuse Personnel**

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

**4.8 Insurance**

Not applicable

**4.9 Licensure**

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

**4.10 Financial Stability**

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

**4.11 Service Location and Work Space**

The service pursuant to this RFP is to be performed, completed, managed, and delivered as detailed in the RFP Attachment 6.2, *Pro Forma* Contract. A staging area on the Institution’s premises may be available for Contractor use in accordance with the *Pro Forma* Contract or at the Institution’s discretion. Any work performed on the Institution’s premises must be coordinated through Danny Gibbs at (865) 882-4517.

**4.12 Proposal Withdrawal**

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

**4.13 Proposal Errors and Amendments**

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

**4.14 Proposal Preparation Costs**

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

**4.15** **Continued Validity of Proposals**

 All Proposals shall state that the offer contained therein is valid for a minimum of one hundred eighty (180) 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 eighty (180) days.

**4.16 Disclosure of Proposal Contents**

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

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

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

**4.17 Contractor Registration**

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

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

[**http://www.roanestate.edu/?6798-Purchasing-Department**](http://www.roanestate.edu/?6798-Purchasing-Department)

**4.18 Contract Approval**

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

**4.19 Contract Cancellation**

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

**4.20 Contract Term**

The Institution intends to enter into a contract with an expected effective period beginning March 1, 2017, and ending September 30, 2021. The Institution reserves the right to cancel the Contract if sufficient funding for its continuance is not appropriated by the General Assembly of the State of Tennessee or United States Department of Education as applicable.

**4.21 Contract Payments**

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

**4.22 Contract Monitoring**

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

**4.23 Severability**

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

**4.24** **Policy and Guideline Compliance**

This proposal request and any award made hereunder are subject to the policies and guidelines of the Tennessee Board of Regents (www.tbr.edu) and the Institution ([**http://www.roanestate.edu/?6798-Purchasing-Department**](http://www.roanestate.edu/?6798-Purchasing-Department)**).**

**4.25 Access to Confidential Information**

If Institution’s confidential Information is subject to FERPA, (1) Institution, for purposes of compliance with 34 C.F.R §99.31(a)(1), hereby designates Contractor as a Institution “education official” with a legitimate educational interest in the Confidential Information and Contractor hereby accepts such designation, and (2) Contractor acknowledges that its improper disclosure or re-disclosure of such FERPA-covered PII from Institution’s Confidential Information may, under certain circumstances, result in Contractor’s exclusion from eligibility to contract with Institution for at least five (5) years. Contractor’s designation as an “official” of Institution is solely for the purposes of FERPA compliance and for no other purpose whatsoever, and to the extent Institution has policies, rules, and procedures binding on Institution “officials” generally, such policies, rules, and procedures will apply to Contractor only insofar as such compliance is directly relevant to compliance by Contractor and Institution with FERPA. Except to the extent prohibited by applicable Privacy Laws, if, to perform the services contemplated by this Agreement and/or any Order Form hereto, Contractor requires access to Confidential Information within Institution’s Student Information System, then Institution (i) will make such information available to Contractor or its subcontractors (as Institution’s contractor) through such means as Contractor may reasonably specify and (ii) represents to Contractor (and its subcontractors) that Institution is authorized to disclose and make such information available to Contractor and to permit Contractor (or its subcontractors) to use, adapt, augment, supplement, and/or modify such information in the manner contemplated by the respective parties hereto.

**4.27 Obligation of Confidentiality**

In accordance with the terms of this Agreement, and/or any Order Form hereto, Contractor agrees to hold in confidence (and to require its subcontractors to hold in confidence) any Confidential Information to which Contractor (or its subcontractors) may be exposed during access to Institution’s Student Information System, including without limitation, all PII covered by FERPA, HIPAA, GLBA, and relevant state and federal Privacy Laws.

**4.28 Protest Procedures**

 A. Right to Protest

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

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

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

1. *Signature on Protest Constitutes Certificate.* The signature of an attorney or protesting party on a request for consideration, protest, motion, or other document constitutes a certificate by the signer that the signer has read such document, that to the best of the signer’s knowledge, information, and belief formed after reasonable inquiry, it is well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law, and that it is not interposed for any improper purpose, such as to harass, limit competition, or to cause unnecessary delay, or needless increase in the cost of the procurement or of the litigation. If a request for consideration, protest, pleading, motion, or other document is signed in violation of this subsection before or after appeal to the Chancellor, the Chancellor upon motion or upon his/her own initiative, may impose upon the person who signed it, a represented party, or both, an appropriate sanction, which may include an order to pay to the other party or parties, including the affected Institution, the amount of the reasonable expenses incurred because of the filing of the protest, a petition for a stay of award, pleading, motion, or other paper, including reasonable attorneys’ fees.
2. Neither a protest nor a stay of award shall proceed under this section unless the protesting party posts a protest bond (See Attachment 6.9). The protesting party shall post, with the Chief Procurement Officer of the Institution, at the time of filing a notice of protest, a bond payable to the Institution in the amount of five percent (5%) ofthe lowest cost proposal evaluated or five percent (5%) of the highest revenue proposal evaluated. Such protest bond shall be in form and substance acceptable to the Institution and shall be immediately payable to the Institution conditioned upon a decision by the Chancellor that:

 1. A request for consideration, protest, pleading, motion, or other document is signed, before or after appeal to theChancellor, in violation of subsection A. (ii);

2. The protest has been brought or pursued in bad faith; or

3. The protest does not state on its face a valid basis for protest.

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

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

 B. Authority to Resolve Protest

1. The Chief Procurement Officer of the Institution has the authority to resolve the protest. If deemed necessary, the Chief Procurement Officer may request a meeting with the protesting party to seek clarification of the protest issues.
2. The final determination of the Chief Procurement Officer shall be given in writing and submitted to the protesting party.
3. The protesting party may request that the final determination of the Chief Procurement Officer be considered by the Chief Business Officer of the Institution. The request for consideration shall be made in writing to the Chief Business Officer within seven (7) calendar days from the date of the final determination by the Chief Procurement Officer.
4. The Chief Business Officer has the authority to review and resolve the protest. If deemed necessary, the Chief Business Officer may request a meeting with the protesting party to seek clarification of the protest issues. The finaldetermination of the Chief Business Officer shall be given in writing and submitted to the protesting party.
5. The protesting party may request that the final determination of the Chief Business Officer be considered by the President or Director of the Institution. The request for consideration shall be made in writing to the President or Director within seven (7) calendar days from the date of the final determination by the Chief Business Officer.
6. The Institution shall have no longer than sixty (60) calendar days from receipt of the protest to resolve the protest.
7. The protesting party may request that the final determination of the President/Director be considered by the Chancellor. The request for consideration shall be made in writing to the Chancellor within seven (7) calendar days from the date of the final determination by the President/Director. The determination of the Chancellor or designee is final and shall be given in writing and submitted to the protestor.
8. In the event that the Institution fails to acknowledge receipt of a protest within fifteen (15) days of receipt of a protest or fails to resolve the protest within sixty (60) calendar days, the protesting party may request that the Chancellor consider the protest at a meeting.

C. Stay of Award

 Prior to the award of a contract, a Proposer who has protested may submit to the Chief Business Officer a written petition for stay of award. Such stay shall become effective upon receipt by the Chief Business Officer. The Chief ProcurementOfficer shall not proceed further with the solicitation process or the award of the contract until the protest has been resolved in accordance with this section, unless the Chancellor makes a written determination that continuation of the solicitation process or the award of the contract without delay is necessary to protect substantial interests of the Institution. It shall be the responsibility of the Chief Business Officer to seek such determination by the Chancellor**.**

 D. Protest Subsequent to Award

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

 E. Protest Bond

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

**5 PROPOSAL EVALUATION & CONTRACT AWARD**

**5.1 Evaluation Categories and Maximum Points**

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

|  |  |
| --- | --- |
| **CATEGORY** | **MAXIMUM POINTS POSSIBLE** |
| Qualifications and Experience | **400** |
| Technical Approach | **350** |
| Cost Proposal | **250** |

**5.2 Evaluation Process**

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

5.2.1 The RFP Coordinator will use the RFP Attachment 6.4, Technical Proposal and Evaluation Guide, to manage the Technical Proposal Evaluation and maintain evaluation records.

5.2.1.1 The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.4, Technical Proposal and Evaluation Guide, Technical Proposal Section A). If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Chief Procurement Officer will review the proposal and document his/her determination of whether: (1) the proposal meets requirements for further evaluation; (2) the Institution will request clarifications; or (3) the Institution will determine the proposal to be non-responsive to the RFP and reject it. A determination that a proposal is non-responsive must be approved by the Chief Business Officer before notice may be sent out that the proposal has been rejected.

5.2.1.2 A Proposal Evaluation Team, appropriate to the scope and nature of the RFP, will evaluate each Technical Proposal that appears responsive to the RFP.

5.2.1.3 Each Proposal Evaluation Team member will independently evaluate each proposal against the evaluation criteria in this RFP, rather than against other proposals, and will score each in accordance with the RFP Attachment 6.4, Technical Proposal and Evaluation Guide.

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

5.2.2 After Technical Proposal evaluations are completed, the RFP Coordinator will open the Cost Proposals and use the RFP Attachment 6.5, Cost Proposal and Scoring Guide to calculate and document the Cost Proposal scores.

5.2.3 For each responsive proposal, the RFP Coordinator will add the Technical Proposal score to the Cost Proposal score (refer to RFP Attachment 6.6, Proposal Score Summary Matrix).

**5.3 Contract Award Process**

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

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

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

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

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

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

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

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

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

**ATTACHMENT 6.1**



TENNESSEE BOARD OF REGENTS

HIGHER EDUCATION SYSTEM

Minority / Ethnicity Form

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

|  |  |
| --- | --- |
| 1. Name of Contractor:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_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) | 4. Minority / Ethnicity Code (Check One):[ ]  African American (MA)[ ]  Native American (MN)[ ]  Hispanic American (MH)[ ]  Asian American (MS)[ ]  Other Minority (MO)Specify: \_\_\_\_\_\_\_\_\_ |
| 5. Preference for reporting purposes: (Note: If Contractor qualifies in multiple categories as small, woman-owned and/or minority, Contractor is to specify in which category he / she is to be considered for reporting and classification purposes.) [ ] Small [ ] Minority [ ] Woman-Owned  |
| 6. Certification: I certify that all the information as completed above is accurate and true. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature DateName (Printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**ATTACHMENT 6.1**

\***Minority Ownership Clarification:**

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

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

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

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

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

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

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

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

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

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

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

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

***PRO FORMA* CONTRACT**

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

**CONTRACT
BETWEEN Roane State Community College
AND
[CONTRACTOR NAME]**

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

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

[ADDRESS]

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

A. SCOPE OF SERVICES:

A.1. The third-party evaluator of MY-GPS will be responsible for implementing the program evaluation as developed by the Contractor (herein referred to as the **“Comprehensive Evaluation Plan”** to differentiate it from the evaluation plan included in the MY-GPS grant narrative) in conjunction with the MY-GPS Project Director and Project Coordinator, Success Coaches, and other grant staff members as appropriate. Responsibilities include data collection, analysis, and reporting. The third-party evaluator will develop and carry out a plan, based on the plan put forth in the MY-GPS grant narrative, to evaluate program processes and outcomes and disseminate evaluation findings to stakeholders. Third-party evaluator responsibilities include, but are not necessarily limited to, the following.

1. Develop and implement the Comprehensive Evaluation Plan using appropriate methods and measures to address the Annual Objectives and Performance Indicators specified in the MY GPS Project Narrative (<http://www.roanestate.edu/?10771-MY-GPS-Mapping-Your-Guided-Pathway-to-Success-Title-III-Grant>) as well as the effectiveness of the Competitive Preference Priority intervention. Refine evaluation questions, identify data sources, and identify and/or develop data collection instruments.
2. Develop a timeline for data collection activities and execute these activities in coordination with grant staff members and institutional stakeholders as necessary.
3. Share formative evaluation findings on a quarterly basis with grant staff and institutional stakeholders via executive summaries and/or presentations at grant meetings held at Roane State’s Harriman, Tennessee location following a timeline detailed in the Comprehensive Evaluation Plan. Some participation can occur remotely, but the evaluator must be able to visit the campus for at least one meeting per grant year. The evaluator must be able to attend a final meeting to share evaluation results toward the end of the period of performance.
4. Monitor and report on evaluation milestones and progress to the Title III Project Director and Project Coordinator. Provide ad hoc consultation (via telephone, fax, email, video-conferencing, and onsite consultations) to the project director/grant staff on matters related to program evaluation and the use of evaluation results to inform program improvements.
5. Monitor data collection, analyze qualitative and quantitative data, and identify and address apparent inconsistencies or errors.
6. Submit annual reports of evaluation findings to the Title III Project Director.
7. Write a final, comprehensive Evaluation Report of findings at the end of the period of performance as required in the Project Narrative Instructions (Section (f)(2)).
8. Assist grant staff with preparation for any project site visits and/or audits that may occur during the project period.

B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing on March 1, 2017 and ending on September 30, 2021. The Institution shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2. Term Extension. The Institution reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than [WRITTEN NUMBER, NO GREATER THAN FIVE] years, provided that the Institution notifies the Contractor in writing of its intention to do so at least ninety (90) days prior to the Contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the Institution’s maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

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

C.2. Compensation Firm. The Service Rates and the Maximum Liability of the Institution under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless 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 Institution in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor’s compensation shall be contingent upon the satisfactory completion of units of service or project milestones listed below. The Contractor shall be compensated based upon the following Service Rates:

|  |  |  |
| --- | --- | --- |
| **SERVICE UNIT/MILESTONE**  | **DUE DATE** | **AMOUNT** |
| In collaboration with Title III Project Director, finalize the Comprehensive Evaluation Plan including estimated timeline for deliverables; submit copy of Comprehensive Evaluation Plan to Title III Project Director. | INSERT DATE | $[NUMBER AMOUNT] |
| Facilitate initial grant evaluation meeting at Roane State Community College (Harriman, TN) with Title III Project Director and other institutional stakeholders to share approach, evaluation questions, design, and methods for collecting data. | INSERT DATE |  |
| Submit 1st Annual Evaluation Report to Title III Project Director | August 15,2017 |  |
| Submit 2nd Annual Evaluation Report to Title III Project Director  | August 15, 2018 |  |
| Submit 3rd Annual Evaluation Report to Title III Project Director | August 15, 2019 |  |
| Submit 4th Annual Evaluation Report to Title III Project Director | August 15, 2020 |  |
| Submit Comprehensive Evaluation Report to Title III Project Director | August 15, 2021 |  |
| Present evaluation findings and recommendations at a grant team meeting at the Roane State campus in Harriman, Tennessee. | September 15, 2021 |  |

The Contractor shall submit no more than monthly invoices, in form and substance acceptable to the Institution with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging. Any travel or other ancillary charges must be included as part of the cost proposal.

C.5. Payment of Invoice. The payment of an invoice by the Institution shall not prejudice the Institution's right to object to or question any invoice or matter in relation thereto. Such payment by the Institution shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

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

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

C.8. Retention of Final Payment. An amount fifteen percent (15%) of the maximum total compensation payable under this Contract, shall be withheld by the Institution until forty-five (45) days after final completion of the services to be performed by the Contractor under this Contract.

D. TERMS AND CONDITIONS:

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

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

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

D.4. Termination for Convenience. The Institution may terminate this Contract without cause for any reason. Termination under this Section D. 4 shall not be deemed a Breach of Contract by the Institution. The Institution shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the Institution be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

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

D.6. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Institution. If such subcontracts are approved by the Institution, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination". 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 Institution under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Institution, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.10. Monitoring. The Contractor’s activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the Institution, the Comptroller of the Treasury, or their duly appointed representatives.

D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the Institution as requested.

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 ventures, or associates of one another. It is expressly acknowledged by the parties hereto that the parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services.

 The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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

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

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

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

D.17 Access to Confidential Information. If Institution’s confidential Information is subject to FERPA, (1) Institution, for purposes of compliance with 34 C.F.R §99.31(a)(1), hereby designates Contractor as a Institution “education official” with a legitimate educational interest in the Confidential Information and Contractor hereby accepts such designation, and (2) Contractor acknowledges that its improper disclosure or re-disclosure of such FERPA-covered PII from Institution’s Confidential Information may, under certain circumstances, result in Contractor’s exclusion from eligibility to contract with Institution for at least five (5) years. Contractor’s designation as an “official” of Institution is solely for the purposes of FERPA compliance and for no other purpose whatsoever, and to the extent Institution has policies, rules, and procedures binding on Institution “officials” generally, such policies, rules, and procedures will apply to Contractor only insofar as such compliance is directly relevant to compliance by Contractor and Institution with FERPA. Except to the extent prohibited by applicable Privacy Laws, if, to perform the services contemplated by this Agreement and/or any Order Form hereto, Contractor requires access to Confidential Information within Institution’s Student Information System, then Institution (i) will make such information available to Contractor or its subcontractors (as Institution’s contractor) through such means as Contractor may reasonably specify and (ii) represents to Contractor (and its subcontractors) that Institution is authorized to disclose and make such information available to Contractor and to permit Contractor (or its subcontractors) to use, adapt, augment, supplement, and/or modify such information in the manner contemplated by the respective parties hereto.

D.18 Obligation of Confidentiality. In accordance with the terms of this Agreement, and/or any Order Form hereto, Contractor agrees to hold in confidence (and to require its subcontractors to hold in confidence) any Confidential Information to which Contractor (or its subcontractors) may be exposed during access to Institution’s Student Information System, including without limitation, all PII covered by FERPA, HIPAA, GLBA, and relevant state and federal Privacy Laws.

D.19. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the Tennessee Claims Commission in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the Institution or its employees hereunder, and any remedies arising 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.20. 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.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. ADDITIONAL TERMS AND CONDITIONS:

E.1. Communications and Contacts.

 The Institution:
 Shelley Esquivel, Director of Institutional Research
 Roane State Community College
 276 Patton Ln
 Harriman, TN 37748
 865-354-3000 xt. 4822

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 Institution reserves the right to terminate the Contract upon written notice to the Contractor. Termination under this Section E.2 shall not be deemed a breach of Contract by the Institution. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the Institution any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.3. Breach. A party shall be deemed to have breached the Contract if any of the following occurs (however, this list is not exclusive):

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

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

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

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

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

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

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

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

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

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

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

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

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

E.5. Performance Bond. Not applicable

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

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

a***.*** This Contract document and its attachments
b***.*** The Request for Proposal and its associated amendments

 c***.*** The Contractor’s Proposal

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

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

E.11. Hold Harmless. The Contractor agrees to indemnify and hold harmless the Institution as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the Institution in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the Institution.

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

E.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 or 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.

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| **IN WITNESS WHEREOF:** |
| **[CONTRACTOR LEGAL ENTITY NAME]:** |
|  |
| **[NAME AND TITLE]** | **Date** |
|  |
| **Roane State Community College:** |
|  |
| **Dr. Chris Whaley, President** | **Date** |
|  |
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|  |  |

**ATTACHMENT 6.3**

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| **PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES *The Proposer must complete and sign this Technical Proposal Transmittal. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the individual is not the Proposer’s chief executive, attach evidence showing the individual’s authority to bind the proposing entity.*** |
| **PROPOSER LEGAL ENTITY NAME:** |  |
| **The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:**1. This proposal constitutes a commitment to provide all services as defined in the RFP Attachment 6.2, *Pro Forma* Contract, Scope of Services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.2, *Pro Forma* Contract. A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the Institution may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.
2. The information detailed in the proposal submitted herewith in response to the RFP is accurate.
3. The proposal submitted herewith in response to the RFP shall remain valid for at least **180 days** subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
4. The Proposers shall comply with:
	1. the laws of the State of Tennessee;
	2. Title VI of the federal Civil Rights Act of 1964;
	3. Title IX of the federal Education Amendments Act of 1972;
	4. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
	5. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
	6. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
	7. the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.
5. The Proposer shall comply with all of the provisions in the subject RFP and shall accept all terms and conditions set out in the RFP Attachment 6.2, *Pro Forma* Contract.
6. The Proposer \_\_\_does or \_\_\_does not agree to extend this proposal and current contract pricing to all TBR/UT Institutions for the same time period it is available to the Institution as Proposer has indicated in its proposal in response to Section 1.4 of this RFP.
 |
| **SIGNATURE & DATE:** |  |
|  |

**ATTACHMENT 6.4**

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| **TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A** |
|  |
| **SECTION A — MANDATORY REQUIREMENTS** |
|

| **TECHNICAL PROPOSAL & EVALUATION GUIDE****SECTION A: MANDATORY REQUIREMENTS.**  The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below. The RFP Coordinator will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Chief Procurement Officer must review the proposal and attach a written determination. A determination that a proposal is non-responsive must be approved by the Chief Business Officer before notice may be sent out that the proposal has been rejected. In addition to the Mandatory Requirement Items, the RFP Coordinator will review each proposal for compliance with all RFP requirements. |
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| **PROPOSER LEGAL ENTITY NAME:** |  |
| **Proposal Page #(Proposer completes)** | **Item Ref.** | **Section A— Mandatory Requirement Items** | **Pass/Fail** |
|  | **A.1** | The Proposal must be delivered to the Institution no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events. |  |
|  | **A.2** | The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3) |  |
|  | **A.3** | The Cost proposal must NOT exceed $112,500. The Technical Proposal must NOT contain cost or pricing information of any type. |  |
|  | **A.4** | The Technical Proposal must NOT contain any restrictions of the rights of the State/Institution or other qualification of the proposal. |  |
|  | **A.5** | A Proposer must NOT submit alternate proposals. |  |
|  | **A.6** | A Proposer must NOT submit multiple proposals in different forms (as a prime and a sub-contractor). |  |
|  | **A.7** | Provide the Proposal Transmittal and Statement of Certifications and Assurances (RFP Attachment 6.3) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification. |  |
|  | **A.8.** | Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (*e.g.*, employment by the State of Tennessee or Institution) and, if so, the nature of that conflict.NOTE: Any questions of conflict of interest shall be solely within the discretion of the Institution, and the Institution reserves the right to cancel any award. |  |
|  | **A.9.** | Provide a Minority/Ethnicity Form (Attachment 6.1). |  |
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| **TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B** |
| **PROPOSER NAME:** |  |
| **SECTION B — QUALIFICATIONS & EXPERIENCE** |
| **The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).****A Proposal Evaluation Team, made up of three or more Institution employees, will independently evaluate and score the proposal’s “qualifications and experience” responses.** |
| **Proposal Page #(to be completed by Proposer)** | **Item Ref.** | **Qualifications & Experience Items** |
|  | **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, and telephone number of the person the Institution should contact regarding the proposal.  |
|  | **B.2** | Provide a Statement of whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years, and if so, an explanation providing relevant details. |
|  | **B.3** | Provide a Statement of whether the Proposer or any of the Proposer’s employees, 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, 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 Statement (maximum 3 pages, double spaced, 12-point font) that summarizes the Proposer’s qualifications to deliver the services sought under this RFP. The Statement should provide a description of the Proposer’s:1. Relevant educational qualifications2. Experience managing the evaluation of educational programs and/or professional preparation/development programs within community colleges, other institutions of higher education, and/or in the K-12 setting4. Knowledge of U.S. Department of Education grant programs5. Experience collecting data using multiple research methods (e.g., surveys, focus groups, interviews, document analysis)6. Experience analyzing large data sets, including both quantitative and qualitative data types7. Ability to provide sound, reliable, and meaningful information that is data-based and useful in making thoughtful and reasonable recommendations and decisions9. Knowledge of data security and confidentiality procedures |
|  | **B.8** | Indicate the Proposer organization’s number of employees, client base, and location of offices. |
|  | **B.9** | Provide a narrative description of the proposed project team and its organizational structure, list its members, and include resumes. Describe which staff members will work on the various evaluation activities. |
|  | **B.10** | Provide a statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform.  |
|  | **B.11** | Provide three (3) professional references as well as a list, if any, of all current contracts with the Institution or other Tennessee Institutions of Higher Education and all those completed within the previous five-year period.Each reference must include:* the company name and business address;
* the name, title, and telephone number of the company contact knowledgeable about the project work; and
* a brief description of the service provided and the period of service.

The list of contracts with the Institution or other Tennessee Institutions of Higher Education must include:* the contract number;
* the contract term; and
* the procuring Institution or agency for each reference.

***Each evaluator will generally consider the results of reference inquiries by the Institution regarding all references provided (both Institution and non-Institution). Current or prior contracts with the Institution are not a prerequisite and are not required for the maximum evaluation score possible, and the existence of such contracts with the Institution will not automatically result in the addition or deduction of evaluation points.***  |
| *(Maximum Section B Score =* ***400****)* |
| **SCORE *(for all Section B items above, B.1 through B.11)*:** |  |

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| **TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C** |
| **PROPOSER NAME:** |  |
| **SECTION C — TECHNICAL APPROACH** |
| **The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (with the associated item references). The technical proposal must not exceed 30 pages, inclusive of appendices and other supporting documentation, and must be double-spaced and in 12-point font. A Proposal Evaluation Team, made up of three or more Institution employees, will independently evaluate and score the proposal’s response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:** |
| ***0 = little value*** | ***1 = poor*** | ***2 = fair*** | ***3 = satisfactory*** | ***4 = good*** | ***5 = excellent*** |
|  |
| **Proposal Page # (to be completed by Proposer)** | **Item Ref.** | **Technical Approach Items** | **Institution Use ONLY** |
| **Possible Points Score** | **Points Awarded**  |
| **For MY-GPS Third-Party Evaluation Services:** |
|  | **C.1** | Providea short narrative that illustrates the Proposer’s understanding of the goals of the grant and the RFP requirements. |  |  |
|  | **C.2** | Expand upon the evaluation plan included in the grant narrative by advancing a Comprehensive Evaluation Plan (including methodology and data collection measures such as surveys and interview protocols) that will be used to address formative and summative evaluation questions. |  |  |
|  | **C.3** | Provide a plan for evaluating the Competitive Preference Priority intervention. |  |  |
|  | **C.4** | Propose a tentative timeline of all evaluation activities and deliverables that is aligned with program activities as described in the MY-GPS project narrative. |  |  |
|  | **C.5** | Identify potential technical issues, any areas of uncertainty, and any possible risks (such as low recruitment of participants, non-response to follow-up surveys, etc.). When possible, explain possible solutions to these challenges. |  |  |
|  | **C.6** | Describe how formative evaluation findings will be shared with grant staff via executive summaries and/or presentations at quarterly grant meetings, and outline a plan to disseminate evaluation findings to the various project stakeholders. |  |  |
| **Total Raw Weighted Score:***(sum of Raw Weighted Scores above)* |  |
|  | **Total Raw Weighted Score** | **X 350** *(maximum section score)* | **= SCORE:** |  |
|  | **maximum possible raw weighted score** |

**ATTACHMENT 6.5**

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| **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 services as defined in the RFP Attachment 6.2. *Pro Forma* Contract, Scope of Services for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the Institution. All monetary amounts are United Institutions currency. Cost proposal must not exceed $112,500. Do not include any cost data in technical proposal.** |
| **Cost Item Description** | **Proposed Cost** | **Institution Use ONLY** |
| **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Sum**  | **Possible Points Score** | **Points Awarded** |
| MY-GPS Third-Party Evaluation Services |  |  |  |  |  |  |  |
| ***The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.*** | **Evaluation Cost Amount:***(sum of all weighted cost amounts above)* |  |
|  | **Lowest Evaluation Cost Amount from all Proposals** | **X 250***(maximum section score)* | **= SCORE:** |  |
| **Evaluation Cost Amount Being Evaluated** |

**ATTACHMENT 6.6**

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| **PROPOSAL SCORE SUMMARY MATRIX** |
|  |
| **RFP Coordinator** | **Date** |
| **QUALIFICATIONS & EXPERIENCEMaximum Points: 400**  | **PROPOSER NAME** | **PROPOSER NAME** | **PROPOSER NAME** |
| EVALUATOR NAME |  |  |  |  |  |  |
| EVALUATOR NAME |  |  |  |  |  |  |
| EVALUATOR NAME |  |  |  |  |  |  |
| EVALUATOR NAME |  |  |  |  |  |  |
| REPEAT AS NECESSARY |  |  |  |  |  |  |
|  | **AVERAGESCORE:** |  | **AVERAGESCORE:** |  | **AVERAGESCORE:** |  |
| **TECHNICAL APPROACH Maximum Points: 350** |  |  |  |  |  |  |
| EVALUATOR NAME |  |  |  |  |  |  |
| EVALUATOR NAME |  |  |  |  |  |  |
| EVALUATOR NAME |  |  |  |  |  |  |
| EVALUATOR NAME |  |  |  |  |  |  |
| REPEAT AS NECESSARY |  |  |  |  |  |  |
|  | **AVERAGE SCORE:** |  | **AVERAGESCORE:** |  | **AVERAGESCORE:** |  |
| **COST PROPOSAL Maximum Points: 250**  | **SCORE:** |  | **SCORE:** |  | **SCORE:** |  |
| **PROPOSAL SCORE Maximum Points: 1000** | **TOTALSCORE:** |  | **TOTALSCORE:** |  | **TOTALSCORE:** |  |

  **ATTACHMENT 6.7**

***LISTING OF TBR SYSTEM INSTITUTIONS***

***AND***

***THE UT SYSTEMS OF HIGHER EDUCATION***

**Tennessee Board of Regents, Central Office**

**Austin Peay State University**

**East Tennessee State University**

**Middle Tennessee State University**

**Tennessee State University**

**Tennessee Technological University**

**University of Memphis**

**Chattanooga State Technical Community College**

**Cleveland State Community College**

 **TTC-Athens**

**Columbia State Community College**

 **TTC-Pulaski**

 **TTC-Hohenwald**

**Dyersburg State Community College**

 **TTC-Newbern**

 **TTC-Ripley**

 **TTC-Covington**

**Jackson State Community College**

 **TTC-Jackson**

 **TTC-Whiteville**

 **TTC-Crump**

 **TTC-McKenzie**

 **TTC-Paris**

**Motlow State Community College**

 **TTC-Shelbyville**

 **TTC-Murfreesboro**

 **TTC-McMinnville**

**Nashville State Community College**

 **TTC-Nashville**

 **TTC-Dickson**

**Northeast State Technical Community College**

 **TTC-Elizabethton**

**Pellissippi State Technical Community College**

 **TTC-Knoxville**

**Roane State Community College**

 **TTC-Oneida/Huntsville**

 **TTC-Harriman**

 **TTC-Jacksboro**

 **TTC-Crossville**

**Southwest Tennessee Community College**

 **TTC-Memphis**

**Volunteer State Community College**

 **TTC-Livingston**

 **TTC-Hartsville**

**Walters State Community College**

 **TTC-Morristown**

**University of Tennessee – Chattanooga**

**University of Tennessee – Knoxville**

**University of Tennessee – Martin**

**University of Tennessee – Memphis**

**University of Tennessee – Tullahoma**

 **ATTACHMENT 6.8**

**COMPLETING A VENDOR APPLICATION**



**ATTACHMENT 6.9**

**Protest Bond**

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

**KNOW ALL BY THESE PRESENTS:**

That we,

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

 (Name of Protestor)

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

(Address of Protestor)

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

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

(Name of Surety)

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

(Address of Surety)

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

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

(Dollar Amount of Bond)

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

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

**WHEREAS**, the Obligee has issued a Request for Proposal bearing the RFP Number B0048:

**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)

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(Name and Title of Signatory)

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

(Name of Surety)

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

(Signature of Attorney-in-Fact)

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

(Name of Attorney-in-Fact)

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

(Tennessee License Number of Surety

**ATTACHMENT 6.10**

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

1. Attachment 6.4 – Mandatory Requirements: MUST BE PROVIDED IN FORMAT

STATED BY EACH REQUIREMENT

 \_\_\_ Completed Minority/Ethnicity Form (Attachment 6.4.A.9)

 \_\_\_ Statement regarding conflict of interest (Attachment 6.4.A.8)

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

1. Submission of Proposal

\_\_\_ On-Time Submittal (§1.9; Attachment 6.4.A.1)

* Deadline is in Section 2 – Schedule of Events
* Submission by deadline includes Technical Proposal and Cost Proposal
* Late Proposals will be IMMEDIATELY DISQUALIFIED (Attachment 6.4.A)

\_\_\_ Separately Sealed Cost & Technical Proposals (Attachment 6.4.A.2)

\_\_\_ **NO** **Cost Data** of **ANY** type (required cost or optional cost) in Technical Proposal (§§3.21, 3.3, Attachment 6.4.A.3)

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

**\_\_\_\_**A proposer may not submit alternate proposals unless requested and must not submit one proposal as the prime contractor and another as a sub-contractor (Attachment 6.4.A.5; Attachment 6.4.A.6)

Correct Format (§3):

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

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

\_\_\_ One (1) Original Cost Proposal (§3.1.3)

\_\_\_ Original Signature on Original Proposal. NO copied or digital Signatures on Original (Attachment 6.4A.2)

\* **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.**