



Procurement Services

REQUEST FOR PROPOSAL

Bookstore Operations

APSU RFP #	25-008
Proposal Due	11/13/2024
Date/Time	4:30pm CT

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1 INTRODUCTION

1.1 Background

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

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

1.2 Statement of Procurement Purpose

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

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

The Institution intends to secure a contract for exclusive management and operation of the University Bookstore.

See Attachment 6.4 for additional information and requirements.

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

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

1.4 Coverage and Participation

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

1.5 Nondiscrimination

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

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

Office of Equity, Access, and Inclusion
416 College Street
P.O. Box 4457
Clarksville, TN 37044
931-221-7267
williamsr@apsu.edu

1.6 Assistance to Proposers with a Disability

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

1.7 RFP Communications

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

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

Patricia Walton
Interim Director of Procurement Services
505 York Street
P.O. Box 4638
Clarksville, TN 37044
931-221-7573
waltonp@apsu.edu

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

RFP 25-008

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

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

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

1.7.6 The Institution reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification.

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

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

1.8 Notice of Intent to Propose (OPTIONAL)

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

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

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

1.9 Proposal Deadline

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

1.10 Written Questions/Answer Period

A question and answer period deadline is defined in the RFP Section 2, Schedule of Events. The purpose of the written question/answer period is to allow Proposers to submit any questions they may have regarding the scope of goods and/or services requested. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the Institution as described in RFP Sections 1.7, *et seq.*, above and on the date in the RFP Section 2, Schedule of Events.

1.11 Performance Bond

The Institution shall require a performance bond from the successful Proposer prior to the effective date of the resulting contract. The amount of the performance bond must be in the sum of Two million dollars (\$2,000,000). The successful Proposer shall obtain the required performance bond in form and substance acceptable to the Institution (refer to RFP Attachment 6.14) and shall provide it to the Institution no later than the Performance Bond Deadline date in the RFP Section 2, Schedule of Events. Failure of the apparent Successful Proposer to provide the performance bond by the contract effective date shall deem the apparent successful Proposer's Response and any resulting contract null and void.

2 RFP SCHEDULE OF EVENTS

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

RFP SCHEDULE OF EVENTS		
NOTICE: The Institution reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. The Institution will communicate any adjustment to the Schedule of Events to the potential Proposers.		
EVENT	TIME	DATE (all dates are Institution business days)
1. Institution Issues RFP	4:30pm	Friday, September 13, 2024
2. Disability Accommodation Request Deadline	4:30pm	Wednesday, September 18, 2024
3. Written Questions Deadline	4:30pm	Wednesday, October 9, 2024
4. Institution Responds to all Questions	4:30pm	Wednesday, October 23, 2024
5. Notice of Intent to Propose	4:30pm	Wednesday, October 30, 2024
6. Proposal Deadline	4:00pm	Wednesday, November 13, 2024
7. Technical Proposal Opening	3:00pm	Friday, November 15, 2024
8. Institution Completes Technical Proposal Evaluations	4:30pm	Monday, December 2, 2024 Friday, December 13, 2024
9. Proposer Finalist Presentations - Onsite	TBD	Week of December 9 – 13, 2024 January 1327 – 1730, 20245
10. Institution Completes Presentation Evaluations	4:30pm	Friday, December 20, 2024 Friday, January 24, 2025 TBD
11. Institution Opens Cost Proposals and Calculates Scores	8:00am	Wednesday, January 15, 2025 Wednesday, January 29, 2025 TBD
12. Institution Issues Intent to Award Letter and Opens RFP Files for Public Inspection	4:30pm	Wednesday, January 22, 2025 Friday, January 31, 2025 TBD
13. Pubic Inspection Closed	4:30pm	Wednesday, January 29, 2025 Friday, February 7, 2025 TBD
14. Performance Bond Deadline	4:30pm	Wednesday, February 5, 2025 Friday, February 14, 2025 TBD
15. Insurance Certificate Deadline	4:30pm	Wednesday, February 5, 2025 Friday, February 14, 2025 TBD
16. Award of Contract	4:30pm	Wednesday, February 5, 2025 Friday, February 14, 2025 TBD
17. <u>Anticipated</u> Contract Start Date		Wednesday, March 15, 2025

3 PROPOSAL REQUIREMENTS

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

3.1 Proposal Form and Delivery

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

3.1.2 Proposers may submit either electronically or hard copy.

3.1.3 Electronic submission of Proposals and Client References (B.12) will be accepted via email to waltonp@apsu.edu. APSU is not responsible for the timely receipt of submission electronically (e.g., email attachment size limits, file share application compatibility, etc.). It is the responsibility of the Proposer to ensure documents are delivered and accessible per deadline.

3.1.3.1 When submitting electronically, email subject line should be:

“Proposal for RFP 25-008”

3.1.3.2 Electronic files must be organized as follows:

Each Proposer must submit two (2) separate attachments; one (1) Technical Proposal document (i.e., Attachment 6.6, Qualifications & Experience, Technical, exhibits, appendices, attachments, etc.), and one (1) Cost Proposal file.

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

3.1.4 When submitting a hard copy Proposal:

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

“Technical Proposal for RFP 25-008 – DO NOT OPEN”

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

3.1.4.2 **The Proposer must sign and date the Technical Proposal. Failure to submit one technical proposal with a signature may be cause for rejection of the proposal. The signature should be on Attachment 6.6, Technical Proposal and Evaluation Guide, and must be an individual who has the authority to legally bind the Proposer.**

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

“Cost Proposal for RFP25-008 – DO NOT OPEN”

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

- 3.1.4.4 The Proposer must sign and date the Cost Proposal. Failure to submit one cost proposal with a signature may be cause for rejection of the proposal. The signature should be on Attachment 6.6, Cost Proposal and Scoring Guide, and must be an individual who has the authority to legally bind the Proposer.
- 3.1.4.5 The Cost Proposal must be submitted to the Institution in a sealed package separate from the Technical proposal.
- 3.1.4.6 If a Proposer encloses the separately sealed proposals (as detailed above) in a larger package for mailing, the Proposer must clearly mark the outermost package:
“Contains Separately Sealed Technical and Cost Proposals for RFP 25-008”
- 3.1.4.7 Email shall be sent to waltonp@apsu.edu with tracking number to notify APSU that a hard copy has been sent.
- 3.1.5 The Institution must receive all proposals in response to this RFP, at the following address, no later than the Proposal Deadline time and date in the RFP Section 2, Schedule of Events. Late proposals will not be considered and will remain unopened and filed in the RFP file.

Electronic Submissions:

waltonp@apsu.edu

Physical Submissions:

Patricia Walton, Director
 Procurement Services
 505 York Street
 Clarksville, TN 37040
 Phone: 931-221-7573

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

3.2 Technical Proposal

- 3.2.1 The RFP Attachment 6.6, Technical Proposal and Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. This guide includes mandatory and general requirements as well as technical queries requiring a written response.

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

- 3.2.2 Each Proposer should use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Each Proposer must duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate). The order of the response to the Technical Proposal and Evaluation Guide must be preserved.
- 3.2.3 Each proposal should be concisely prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible). All proposal pages must be numbered.
- 3.2.4 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.
- 3.2.5 The Institution may, at its sole discretion, determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference sections of the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide **(including using Attachment 6.6 as a table of contents as specified in 3.2.2 hereof);**

- 3.2.6 **The Proposer must sign and date the Technical Proposal. Digital, electronic, or facsimile signatures will be acceptable as the signature. Failure to submit a signature will be cause for rejection of the proposal.**
- 3.2.7 The Institution may at its sole discretion, determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide.
- 3.2.8 In the event of a discrepancy between the original Technical Proposal and the digital copy, the original, signed document will take precedence.
- 3.3 Cost Proposal**
- 3.3.1 The Cost Proposal must be submitted to the Institution in a sealed package separate from the Technical proposal.
- 3.3.2 The Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.7, Cost Proposal and Scoring Guide.
- 3.3.3 Each Proposer shall ONLY record the proposed cost exactly as required by the Cost Proposal and Evaluation Guide and shall NOT record any other rates, amounts, or information. See Section C. of Attachment 6.4 for instruction on providing additional/optional cost rates.
- 3.3.4 The proposed cost shall incorporate all costs for goods and/or goods and/or services under the Contract for the total contract period.
- 3.3.5 **The Proposer must sign and date the Cost Proposal. Digital, electronic, or facsimile signatures will be acceptable as the signature. Failure to submit a signature will be cause for rejection of the proposal.**
- 3.3.6 In the event of a discrepancy between the original Cost Proposal and the digital copy, the original, signed document will take precedence.

NOTICE: If a Proposer fails to submit a Cost Proposal exactly as required, the State may deem the response to be non-responsive and reject it.

4. GENERAL REQUIREMENTS & CONTRACTING INFORMATION

4.1 Proposer Required Review and Waiver of Objections

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

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

4.2 RFP Amendment and Cancellation

The Institution reserves the unilateral right to amend this RFP at any time. If an RFP amendment is issued, the Institution will communicate such amendment to the potential Proposers. Each proposal submitted must be in response to the final written RFP and any exhibits, attachments, and amendments.

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

4.3 Proposal Prohibitions and Right of Rejection

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

- 4.3.2 Each proposal must comply with all of the terms of this RFP and all applicable state laws and regulations. The Institution may consider any proposal that does not comply with all of the terms, conditions, and requirements of this RFP to be non-responsive and reject it.
- 4.3.3 A proposal of alternate goods and/or goods and/or services (*i.e.*, a proposal that offers goods and/or 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.
- 4.3.5 A Proposer shall not submit more than one proposal that offers the goods and/or services requested by this RFP. Submitting more than one proposal shall result in the disqualification of the Proposer unless specifically provided for in this RFP.
- 4.3.6 A Proposer shall not submit multiple proposals in different capacities. This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and a second Proposer submitting a proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime contractor. Submitting multiple proposals in different capacities may result in the disqualification of all Proposers knowingly involved.
- 4.3.7 The Institution shall reject a proposal if the Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer. Regardless of the time of detection, the Institution shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.
- 4.3.8 The Institution shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:
- 4.3.8.1 An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
- 4.3.8.2 A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
- 4.3.8.3 A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.
- 4.3.9 The Institution reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with this RFP. If the Institution waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with the RFP.
- 4.4 Incorrect Proposal Information**
- If the Institution determines that a Proposer has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive and shall be rejected.
- 4.5 Proposal of Additional Goods and/or services**
- If a proposer offers related goods and/or services in addition to those required by and described in this RFP, the additional goods and/or services may be added to the Contract before contract signing at the sole discretion of the Institution. Proposers must provide a detailed description of each related product and/or service offered in addition to those specified in this RFP to be considered for inclusion in the contract as a separate attachment. Costs associated with additional related goods and/or services must be provided on a separate attachment in the Cost Proposal. Please note that proposed additional goods and/or services will not be used in evaluating the proposal.
- 4.6 Assignment & Subcontracting**
- 4.6.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the Institution. The Institution reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

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

4.7 Right to Refuse Personnel

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

4.8 Insurance

Successful Proposer shall maintain Fidelity Insurance. Successful Proposer shall provide an original certificate of insurance to the Institution prior to the effective date of the Contract and prior to any renewal term thereafter. If the policy is cancelled prior to the policy expiration date, the Contractor, upon receiving a notice of cancellation, shall give immediate notice to the Institution.

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

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

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

4.9 Professional Licensure and Department of Revenue Registration

- 4.9.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the Institution as a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.9.2. Before the Contract resulting from this RFP is signed, the apparent Successful Proposer (and Proposer's employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods and/or goods and/or services as required by the contract. The Institution may require any Proposer to submit evidence of proper licensure.

4.10 Financial Stability

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

4.11 Proposal Withdrawal

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

4.12 Proposal Errors and Amendments

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

4.13 Proposal Preparation Costs

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

4.14 Continued Validity of Proposals

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

4.16 Disclosure of Proposal Contents

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

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

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

4.17 Contract Approval

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

4.18. Contractor Performance

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

4.19. Contract Amendment

After contract award, the Institution may request the Contractor to deliver additional goods and/or perform additional services within the general scope of the contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the Institution will provide the Contractor a written description of the additional goods and/or services. The Contractor must respond to the Institution with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the Institution and the Contractor reach an agreement regarding the goods

and/or services and associated compensation, such agreement must be effectuated by means of a contract amendment. Further, any such amendment requiring additional goods and/or services must be signed by both the Institution and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render services until the Institution has issued a written contract amendment with all required approvals.

4.20. Severability

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

4.21 Next Ranked Proposer

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

4.22 Contractor Registration

Proposers should complete the Institution's vendor registration process. Although registration with the Institution is not required to make a proposal, a resulting contract from this RFP process cannot be finalized without the successful proposer being a registered vendor.

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

<https://www.apsu.edu/procurement/vendors/index.php>

In addition to above, the Institution shall work with Proposers and the Governor's Office of Diversity Business Enterprise (Go-DBE) for Proposers to obtain official state certification. Staff of the GoDBE are available for assistance to minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFP (visit <https://www.apsu.edu/procurement/vendors/go-dbe.php> for contact information). For assistance with this process, Proposers can contact appurchasing@apsu.edu.

4.23 Policy and Guideline Compliance

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

4.24 Protest Procedures

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

<https://www.apsu.edu/procurement/employees/index.php> Section 8. of the Procurement and Contract Services Manual.

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

5 PROPOSAL EVALUATION & CONTRACT AWARD

5.1 Evaluation Categories and Maximum Points

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

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	225
Technical Requirements	275
Presentation	250
Cost Proposal	250
Total	1,000

5.2 Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Proposer offering the lowest cost, but rather to the responsive and responsible Proposer deemed by the Institution to offer the best combination of attributes based upon the evaluation criteria.

“Responsive Proposer” is defined as a Proposer that has submitted a response that conforms in all material respects to the RFP. “Responsible Proposer” is defined as a Proposer that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

5.2.1 Technical Response Evaluation

The Solicitation Coordinator will use the RFP Attachment 6.6, Technical Proposal and Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

5.2.1.1 The Solicitation Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.6, Technical Proposal and Evaluation Guide, Section A). If the Solicitation Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Chief Procurement Officer will review the proposal and document his/her determination of whether: (1) the proposal meets requirements for further evaluation; (2) the Institution will request clarifications; or (3) the Institution will determine the proposal to be non-responsive to the RFP and reject it. A determination that a proposal is non-responsive must be approved by the Chief Business Officer before notice may be sent out that the proposal has been rejected.

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

5.2.1.3 Each Proposal Evaluation Team member will independently evaluate each Technical Proposal against the evaluation criteria, rather than against other proposals, and will score each in accordance with the RFP Attachment 6.6, Technical Proposal and Evaluation Guide.

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

5.2.1.5 Finalist Presentation Evaluation

During the Technical Proposal evaluation process, the RFP Coordinator will use the RFP Attachment 6.6, Section C.1, to manage the Finalist Presentation Evaluations and maintain evaluation records.

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

- b Each Proposal Evaluation Team member will independently evaluate each Presentation against the Presentation criteria in this RFP, rather than against other presentations, and will score each in accordance with the defined topics in Section C.1. After completion of the Finalist Presentations, the evaluators will each finalize scoring of the Technical Proposals.

5.2.3 Cost Proposal Evaluation

After the Technical Proposal evaluation and Finalist Presentation evaluation has been completed, the Solicitation Coordinator will open the Cost Proposals and use the RFP Attachment 6.7, Cost Proposal and Scoring Guide to calculate and document the Cost Proposal scores.

5.2.4 Total Proposal Score

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

5.3 Contract Award Process

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

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

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

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

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

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

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

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

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

ATTACHMENT 6.1

TAX/ MINORITY / ETHNICITY FORM

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

This form must be completed in full.

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

***Minority Business Enterprise (MBE):**

"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- Business Enterprise (WBE):**

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 Enterprise (SBE):**

Small Business Enterprise (SBE) definition: "Tennessee small business" means a business that is a continuing, independent, for profit business which performs a commercially useful function with residence in this state and has total gross receipts of no more than ten million dollars (\$10,000,000) averaged over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis".

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

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

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

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

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

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

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

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

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

**CONTRACT
BY AND BETWEEN
AUSTIN PEAY STATE UNIVERSITY
AND
[CONTRACTOR NAME]**

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

The Contractor is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY] with its principal location being:

[ADDRESS]

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

A. SCOPE OF SERVICES:

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

A.2. Extension of the Award: Any organization (third-party entity) may purchase under this agreement, including other universities, local government agencies, and state-government agencies (located in any state within the United States). The third-party entity may negotiate its own terms with the supplier. ADD IF CONTRACTOR AGREED IN BID TO OPEN PRICING UP TO OTHER STATE ENTITIES.

B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing on [START DATE] and ending on [END DATE]. The 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 [WRITTEN NUMBER] [NUMBER] days prior to the Contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the 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. [THESE DATES SHOULD BE COMPLETE WHEN RFP IS ISSUED]

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the 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 in Attachment B.

The Contractor shall submit 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.

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.

To ensure payment is made in a timely manner, the Contractor shall submit ALL invoices electronically to accountspayable@apsu.edu. Contractor agrees that no payment shall be made until the Contractor is officially registered through the Institution's Vendor Portal and provide all registration information requirements.

C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the 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 of [WRITTEN DOLLAR AMOUNT] [\$NUMBER AMOUNT], representing [WRITTEN NUMBER] percent [NUMBER %] of the maximum total compensation payable under this Contract, shall be withheld by the Institution until [WRITTEN NUMBER] [NUMBER] days after final completion of the services to be performed by the Contractor under this Contract. [THIS MAY BE DELETED IF NOT APPLICABLE]

D. STANDARD TERMS AND CONDITIONS:

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

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

- D.3. Ethnicity. This Contract shall not be executed until the Contractor has completed the Minority/Ethnicity Form.
- D.4. Termination for Convenience. The Institution may terminate this Contract, in whole or in part, without cause for any reason. Termination under this Section D. 4 shall not be deemed a Breach of Contract by the Institution. The Institution shall give the Contractor at least [WRITTEN NUMBER] [NUMBER] days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the 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 based upon such termination. [THIS SHOULD BE COMPLETE BEFORE ISSUANCE OF RFP]
- D.5. Termination for Cause. If the Contractor fails to perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any term of this Contract, the 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 venturers, or associates of one another. It is expressly acknowledged by the parties hereto that the parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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

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

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

E. ADDITIONAL TERMS AND CONDITIONS:

E.1. Communications and Contacts.

The Institution:

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

The Contractor:

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

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

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

- E.2. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the 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.

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

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

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

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

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

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

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

- E.7. Competitive Procurements. If this Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or services, such procurements shall be made on a competitive basis, when practical.
- E.8. Inventory/Equipment Control. The Contractor agrees to be responsible and accountable for the maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Contract. The Contractor shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Contract and shall submit an inventory control report with the required progress reports.

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

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

- E.9. 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.10. 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.11. 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.12. 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 (including Institution), 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 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 and shall provide all assistance required by the Institution in the Institution's defense. 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.13. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

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

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

- E.15. Red Flags and Identity Theft. The Contractor shall have policies and procedures in place to detect relevant Red Flags, as that term is defined in Federal Trade Commission regulations, that may arise in the performance of the Contractor's activities under the Contract or review the Institution's Red Flags identity theft program and report any Red Flags to Institution.
- E.16. Sales and Use Tax. The Contractor attests that it has registered with, or have received an exemption from, the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract. The Contractor shall comply, and shall require any subcontractor to comply, with all laws and regulations governing the remittance of sales and use taxes on the sale of goods and services made by the Contractor, or the Contractor's subcontractor.
- E.17. Data Privacy and Security.
Data Privacy. "Personal Information" means information provided to Contractor by or at the direction of Institution, or to which access was provided to Contractor by or at the direction of Institution, in the course of Contractor's performance under this Contract that: (i) identifies or can be used to identify an individual (including , without limitation , names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers).

Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information complies with all applicable international, federal and state privacy and data protection laws, including without limitation, the Gramm-Leach-Bliley Act ("GLBA"); the Health Information Portability and Accountability Act ("HIPAA");the Family Educational Rights and Privacy Act ("FERPA") of 1974 (20

U.S.C.1232g), the FTC's Red Flag Rules, as amended, together with regulations promulgated thereunder

Contractor agrees that any Personal Information of students provided to the Contractor under this Contract shall only be used for the specific purposes outlined in this Contract. The Contractor shall not sell, share, or disclose any such personal information of students to any other individual, organization, or entity. The Contractor shall implement and maintain appropriate technical, administrative, and physical safeguards to protect the confidentiality and security of all personal information received under this Agreement. Upon the termination or expiration of the Contract, the Contractor shall securely destroy or return all copies of personal information, as directed by APSU.

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

With respect to any processing of personal data of persons located in, or personal data obtained from within, the European Union (EU), Contractor certifies that it will comply with all applicable laws or regulations related to acceptance, transmission, and/or storage of such personal data as defined by and in accordance with the EU's General Data Protection Regulations ("GDPR"). Contractor will only act on the written instruction of the Institution and will assist the Institution in compliance with GDPR in relation to the security of processing, the notification of personal data breaches, data protection impact assessments, answering data subjects' requests, and allowing data subjects to exercise their rights under the GDPR. Contractor consents to audits and inspections as necessary to ensure compliance with these provisions.

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

Incident Response. "Security Incident" means any reasonably suspected breach of information security, unauthorized access to any System, server or database, or any other unauthorized access, use, or disclosure of Personal Information or Highly-Sensitive Personal Information occurring on Systems under Contractor's control. Contractor shall: (i) provide Institution with the name and contact information for an employee of Contractor who shall serve as Customer's primary security contact and shall be available to assist Customer twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Incident; (ii) notify Institution of a Security Incident as soon as practicable, but no later than twenty-four (24) hours after Contractor becomes aware of it, except where disclosure is prohibited by law; and (iii) notify Institution of any such Security Incident by email to apitsecurity@apsu.edu with a copy by e-mail to Contractor's primary business contact at the Institution.

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

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

The Contractor shall provide and retain timely, accurate, and comprehensive information such as records and reports that allow Institution to monitor risks. The inventory of reports should include SOC 1, SOC 2, and reports for data breaches.

- E.18. Contractor Reporting. The Contractor shall assist with the Institution's state and federal reporting requirements by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled

veterans, and persons with disabilities. Such reports shall be provided to the Institution in form and substance as required by the Institution.

- E.19. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- E.20. Boycott of Israel. The Contractor certifies that is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total potential value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.
- E.21. Service and Software Accessibility Standards. The Contractor warrants and represents that the service and software, including any updates, provided to the Institution will meet the accessibility standards set forth in WCAG 2.0 AA (also known as ISO standard, ISO/IEC 40500:2012), EPub 3 and Section 508 of the Vocational Rehabilitation Act. To the extent that the products fail to meet the WCAG 2.0 AA, EPub 3 and Section 508 standards, the Contractor will provide Institution with a fully completed Accessibility Statement and Conformance and Remediation forms (Attachments 6.11 & 6.12). The Contractor shall indemnify and hold the Institution harmless in the event of claims arising from inaccessibility related to the Contractor’s product and/or services.
- E.22. Click-Wrap Agreements. The Contractor agrees that click-wrap agreements shall not be binding upon the Institution. No employee has the actual or apparent authority to enter into click-wrap agreements on behalf of the Institution without the approval of the Institution’s Procurement and/or Contracts Office. No employee has the authority to modify, amend, or supplement this Contract through a click-wrap agreement. This Contract can only be modified, amended, or supplemented under these terms through a written amendment in accordance with the Institution’s procedures, policies, and guidelines.
- E.23. Binding Contract. The Contractor fully understands that this Contract is not binding except and until all appropriate State officials' approvals and signatures have been obtained, and the fully executed document returned to the Contractor.

<p>CONTRACTOR LEGAL ENTITY NAME:</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name and Title</p> <p>_____</p> <p>Date</p>	<p>INSTITUTION LEGAL ENTITY NAME:</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name and Title</p> <p>_____</p> <p>Date</p>
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CONTRACTOR RESPONSIBILITIES

Contractor Responsibilities to be added upon contract award

CONTRACT RATES

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

PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES

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

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

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

<input type="checkbox"/>	does
<input type="checkbox"/>	does not

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

SIGNATURE & DATE: _____

RFP REQUIREMENTS

Overview

Austin Peay State University (hereinafter Institution) is soliciting proposals from qualified proposers for the procurement of vendor to provide oversight to the daily operations of the Ann R. Ross Bookstore on the campus of Austin Peay State University in Clarksville, Tennessee. The vendor will also serve as the university's textbook distributor.

The Contract resulting from this Request for Proposal (RFP) shall be for a maximum period of five (5) years with an option to renew for five (5) additional years for a possible total contract term of ten (10) years, inclusive of any applicable renewals.

The following are requirements to respond to this Request for Proposal and should be used as a strict guideline in the preparation of a proposal. Each Proposer must use the Technical Proposal and Evaluation Guide (Attachment 6.6) to organize, reference, and draft its Technical Proposal. **Each Proposer must duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate).** The order of the response to the Technical Proposal and Evaluation Guide must be preserved.

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

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

A. Financial Stability Mandatory Requirements (Proposers to indicate in Attachment 6.6, Section A page reference numbers of its Proposal to these requirements)

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

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

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

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

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

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

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

A.5 Provide **EITHER**:

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

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

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

B. Qualifications and Experience Requirements (Proposers to indicate in Attachment 6.6, Section B page reference numbers of its Proposal to these requirements)

- B.1.** Describe the Proposer's form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, Limited Liability Company) and detail the name, mailing address, email address and telephone number of the person the Institution should contact regarding the Proposal.
- B.2.** Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years, and if so, an explanation providing relevant details.
- B.3.** Provide a statement of whether the Proposer or any of the Proposer's principals have been convicted of, pled guilty to, or pled *nolo contendere* to any felony, and if so, an explanation providing relevant details.
- B.4.** Provide a statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.
- B.5.** Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.
- B.6.** Provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFP.
- B.7.** Provide a brief, descriptive Statement indicating the Proposer's credentials to deliver the requested goods and/or services.
- B.8.** Indicate how long the Proposer has been providing the requested goods and/or services and include the number of years in business.
- B.9.** Indicate the Proposer organization's number of employees, client base, and location of offices (list all offices in the State).
- B.10.** Provide a narrative description of the proposed project team and its organizational structure, list its members, and include resumes. (The Institution reserves the right to approve any changes in the proposed project team). Information about each project team member shall include, but not be limited to, the following:
 - 1. Contact Name
 - 2. Title
 - 3. Years with the Proposer's firm
- B.11.** Provide a statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform. The area of the state that each subcontractor will cover must be included.
- B.12.** Provide customer references for similar projects, with an emphasis on higher education entities, representing three of the larger accounts serviced by the Proposer. The standard reference questionnaire, which must be used and completed, is provided at RFP Attachment 6.8. References that are not completed as required may be deemed non-responsive and may not be considered.

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

Client References may be submitted electronically or physically.

Electronic Submission:

- (a) Electronic submission of Client References will be accepted via email to: waltonp@apsu.edu.
- (b) Client References must be received directly from the client providing the reference or submitted by Proposer with original signature from the client providing the reference.

Physical Submission:

- (a) Add the Proposer Identification Number to the standard reference questionnaire at RFP Attachment 6.8. and make a copy for each reference. For identification purposes to proposer's references, it is acceptable to provide Proposer name and brief explanation why a Proposer Identification Number is being used on a separate sheet of paper.
- (b) Send a reference questionnaire and new, standard #10 envelope to each reference.
- (c) Instruct the reference to:
 - (i) complete the reference questionnaire;
 - (ii) sign and date the completed reference questionnaire;
 - (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;
 - (iv) sign his or her name in ink across the sealed portion of the envelope; and
 - (v) return the sealed envelope directly to the Proposer (the Proposer may wish to give each reference a deadline, such that the Proposer will be able to collect all required references in time to include them within the sealed Technical Response).
- (d) Do NOT open the sealed references upon receipt.
- (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.

NOTES:

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

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

C. Technical Requirements Proposers to indicate in Attachment 6.6, Section C page reference numbers of its Proposal to these requirements.

C.1. Proposer Finalist Presentations

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

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

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

Presentations will last no more than ninety (90) minutes.

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

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

D. Cost Proposal

D.1 Proposer Cost Proposal

- D.1.1 Proposer shall provide pricing on the core list provided in Attachment 6.6. All pricing must be included in Proposer’s Cost Proposal (Attachment 6.6).
- D.1.2 Cost Proposal Components. Proposer shall provide flat rate pricing for all categories listed on Attachment 6.6. for five (5) years.
- D.1.3 Proposer shall provide cost for the following:
 - i. Minimum Guarantee
 - ii. Commission percentage on net sales
 - iii. Discount provided to faculty, staff and department of at least 20%
 - iv. Amounts if any above the minimum requirements for the annual textbook scholarship award.
 - v. Additional in-kind services to be considered
 - vi. Capital Investments Program
 - vii. Commission percentage on e-commerce sales.
 - viii. Two outside exit stairways (Optional)

Proposer must indicate, in its Cost Proposal which training options listed above are included with contract award. If training options are provided at no additional cost, Proposer should include “no cost” for these items in its Cost Proposal.

- D.1.4 In its Cost/Revenue Proposal, Proposer shall indicate any cash discounts available for early payment. Institution solely reserves the right to determine payment method.
- D.1.5 Any additional products or services related to this RFP, in accordance with Section C. above, must be provided on a separate document with the Cost Proposal.

D.2 Price Escalation

Requests for price increases for services proposed in response to this RFP may be requested by the Successful Proposer at the annual renewal period. It will be solely the Institution’s right to choose either to accept the price increase or cancel the item from the Contract. The Institution requires sixty (60) day notice prior to the anniversary renewal date of the Contract for any requested price increases, and any price increase notice must be accompanied with record/proof of manufacturing price increase. In no event shall the proposed price increase exceed the annual Consumer Price Index (CPI). Should the Institution feel that the price increase request makes this Contract no longer cost effective for the Institution, the Institution shall cancel the Contract and conduct another competitive process. In no event shall price increase be uploaded unless the above mentioned prior notice has been given and approved by the Institution.

PROJECT NARRATIVE AND DOCUMENTATION**1. SCOPE OF CONTRACT**

- 1.1 The University is seeking a qualified Contractor to supply management, labor, equipment, apparel, swag, goods, course materials, and supplies necessary to manage and operate a professional Bookstore, with trade book section and café, and online services.
 - 1.1.1 The University will consider proposals that include virtual or book delivery options AND a physical presence for Convenience/Apparel. However, it will not consider proposals that offer only one of the two.
- 1.2 The University's overall goal in soliciting a Contractor is to have Bookstore services that will enhance and improve the level of services and satisfaction, financial effectiveness, and coincide with our University strategic goals.
- 1.3 An award resulting from this RFP will be for a period of fifteen (15) years, with five (5) year renewals to review the agreement, in collaboration between the University and Contractor, to decide if any sections of the agreement need to be amended.
- 1.4 The selected proposer shall be obligated to purchase the remaining inventory of the current bookstore, Barnes & Noble College, at their cost and cooperate in a smooth transition plan.

2. CAMPUS PROFILE

- 2.1 Austin Peay State University (hereinafter "APSU" or "University") is located in Clarksville, Tennessee, and is credited by the Southern Association of Colleges and Schools Commission on Colleges to award associate, baccalaureate, master's, education specialist, and doctoral degrees.
- 2.2 APSU has numerous programs accredited through specialized program accreditation agencies. These accreditations are earned after rigorous evaluation and proof of excellence within the field of student and degree level. These program accrediting agencies are on the Tennessee Higher Education Commission's list.
- 2.3 APSU Athletics is a member of the Atlantic Sun Conference (ASUN). In 2024, men's Hockey was added, and in 2026, women's Lacrosse was added. This will be APSU's 17th NCAA Division I Intercollegiate Team.
 - 2.3.1 APSU Athletics is currently under an exclusive apparel supplier deal with Under Armor for all Athletics Apparel. A proposal for Athletics apparel sale must be made separate from the proposal for the rest of the University. The proposals can be combined in one submission but must address the needs of Athletics separately.
- 2.4 The student population is diverse, traditional and nontraditional, athletes, and military-affiliated. In fall 2023, campus student enrollment was 9,945, with 1,627 University employees.
- 2.5 APSU occupies a site that has served the cultural and educational needs of the Clarksville area for more than 200 years. Clarksville is the fifth-largest city and Tennessee's youngest city by median age. It is set against the Cumberland River and just 45 minutes away from Nashville.
- 2.6 The University Bookstore on the Clarksville campus is located at 328 College Street. It offers 13,000 square feet and possible options for expansion. The bookstore was fully renovated in 2020, including a café and patio seating section. The bookstore has a great visual presence along College Street from both directions. The bookstore has dedicated and shared parking

options at the store location. The bookstore is within walking distance of historic downtown Clarksville, the city's new F&M Arena (which houses APSU's men's and women's basketball teams), and the new University Welcome Center will be across the street.

- 2.7 University Bookstore at Fort Campbell Army Post, Bastonge Avenue, Fort Campbell, Kentucky. Fort Campbell is the second largest military post in the world and just 10 miles away from the Clarksville campus. This satellite Bookstore site only requires part-time operations by the Contractor.
- 2.8 The Bookstore operation is the only collegiate book and supply store on the University campus. A small off-campus store operated by an unaffiliated and independent party is located within half a mile of the University.

3. Proposals

- 3.1 The University is open to proposals for creative solutions to address the scope of services mentioned in Section 1 and 3:
 - 3.1.1 Contractor processes and procedures to provide excellent services, ease of use, supply and demand, and affordability for our students and campus community.
 - 3.1.2 Contractor processes and procedures to provide excellent support for our faculty and faculty support regarding adoption process and sourcing course materials and educational supplies. To include refund policy.
 - 3.1.3 Contractor processes and procedures to provide support and services involving campus events, and support our athletics programs and departments.
 - 3.1.4 Contractor processes and procedures to contribute to revenue for the University.
 - 3.1.4.1 To include capital investment to be used for remodeling/renovation of Bookstore facilities.
 - 3.1.5 Contractor must supply a list of all college and university bookstore references that were operated by the Contractor in the past five (5) years. Information must include persons to contact with addresses, phone numbers, and emails.
- 3.2 The University reserves the right to request additional information to determine the responsibility of the apparent successful Contractor relative to its ability to comply with terms and conditions of this RFP.

4. ADDITIONAL TERMS OF CONTRACT

- 4.1 The Contractor must be able to integrate with the University technology systems and setups. Any significant changes or redesigning will require communication from the Contractor to the University in advance. Austin Peay State University is the owner of the University Bookstore website apsubookstore.com.
- 4.2 The University and Contractor shall collaborate on Bookstore hours and locations of operations.
- 4.3 The Contractor shall assist the University in following AIMT (Accessibility Informational Material and Technology) to meet requirements and deadlines, assisting the university and students with accessible course materials and tools.
- 4.4 The Contractor shall comply with the Higher Educational Opportunity Act (HEOA) and all federal, state, and University policies and guidelines.
- 4.5 Any exterior signage changes during the contract term must have the University's prior approval.

- 4.6 The University will work with the Contractor so that the Contractor does not have to collect funds owed to them for any 3rd party organizations that pay for student's course materials and supplies (e.g., WorkForce Essentials, etc.). The Contractor will invoice the University for such charges instead of the Contractor having to collect the funds owed for such services directly.
- 4.7 The university will invoice the Contractor 5% each month if payments are considered late. If payments are two months late, then 10% late fees will be invoiced. If payments are three months late, 20% late fees will be applied, but no more than the maximum allowed by federal or TN law.
- 4.8 The Contractor must have the University's approval to promote, market, or sell additional resource materials that were not included in the instructor's adoption and supply order.
- 4.8.1 The University has implemented a licensing program for its logo, mascot, etc. The Contractor must sell only licensed products. The University's name and/or mascot cannot be used for brand or product endorsement.
- 4.9 The Contractor shall agree to promptly withdraw from display and sale any items which the University requests in writing not to be sold in the Bookstore. Such University requests shall not be made arbitrarily or capriciously. However, the Contractor shall be allowed to discuss University requests with the Manager of Auxiliary Support Services and request reconsideration of requests for withdrawal of items.
- 4.10 The Contractor shall make all purchases in its own name and not in any way attempt to bind the University in its contractual agreements. Any contract document issued by the Contractor must clearly state that it is the Contractor who is bound by the document, not the University.
- 4.11 The Contractor shall procure all necessary permits and licenses and abide by all applicable federal, state, and local laws, regulations, and ordinances.
- 4.12 As a condition of the contract award, the Contractor must furnish certification of authority to conduct business in the State of Tennessee. Such registration is obtained from the Secretary of State, who will also provide certification. However, the Contractor need not be registered as a prerequisite to respond to this Request for Proposal.
- 4.13 The Contractor shall be responsible for any taxes and assessments arising from the operation of the Bookstore, including, but not limited to, payroll and personal property taxes, franchise taxes, sales and use taxes, and income taxes.
- 4.14 Then University is only responsible for general property risks of accidental loss to the building, furniture, displays equipment, and/or other equipment or furnishings owned by the University and provided to the Contractor under this contract, except when caused by Contractor negligence. The Contractor shall be responsible for all risks to the stock, fixtures, furnishings, equipment, and all other contents of the Bookstore owned by the Contractor.
- 4.15 The Contractor shall not allow the premises of any improvements thereon to become subject to any liens, charges, or encumbrances.
- 4.16 Upon the termination of the contract, the Contractor shall surrender the premises in as good a state and condition as they were at the commencement of this agreement; reasonable use including wear and tear excepted. The University, by written notice, may require any or all alterations, additions, and improvements to the premises not to be removed. Notwithstanding the foregoing, the Contactor shall remove all personal property, furniture, furnishings, equipment, and trade fixtures placed prior to the expiration of the contract. Furthermore, the Contractor is required, at their sole expense, to repair any damage to the premises caused by such removal.
- 4.17 The University shall require a performance bond upon approval of a contract pursuant to this RFP. The amount of the performance bond shall be in the sum of \$1,000,000.00 and Contractor will submit a renewed bond annually.

- 4.18 The Contractor must agree not to operate a bookstore business in Montgomery County, Tennessee, in direct competition with the University Bookstore during the term of the Contract unless gross sales are included in the University Bookstore gross sales and commission is paid to the University as defined herein.
- 4.18.1 A separate detailed operating statement indicating gross sales for the off-campus Bookstore must be submitted within thirty (30) calendar days following the last day of each month's accounting period in the format as specified herein, along with required commission payment.
- 4.18.2 The pricing of all like merchandise shall be the same at the University Bookstore(s) and off-campus bookstore.
- 4.17 The Contractor will submit, in writing, any proposed changes to Bookstore policies for review and approval by the University. Any review and decisions, with respect to changes, may require an amendment to the contract.
- 4.18 The Manager of Auxiliary Support Services will serve as liaison between the University and Contractor for operational matters regarding the Bookstore, shall collaborate concerning questions or assistance Contractor may need working with the University.
- 4.19 The Contractor shall maintain a commercial general liability policy. The commercial general liability policy shall provide coverage including, but not limited to, bodily injury, personal injury, death, property damage, and medical claims, with minimum limits of \$1,000,000 per occurrence, \$3,000,000 in the aggregate. The Contractor shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law. The Contractor shall deliver to the Institution both certificates of insurance no later than the effective date of the Contract. If any policy providing insurance required by the Contract is canceled before the policy expiration date, the Contractor, upon receiving a notice of cancellation, shall give immediate notice to the Institution. The enumeration in the Contract of the kinds and amounts of liability insurance shall not abridge, diminish or affect the Contractor's legal responsibilities arising from or resulting from the services under this Contract.

5. EXCLUSIVITY

- 5.1 Contractor shall have the exclusive right to rent and sell new and used textbooks, course packs, trade books required for courses, paperback books required for courses, other educational materials and supplies, software (excluding software incidentally offered by the University), and textbooks, trade books required for courses and study aids published or distributed electronically both on campus and on the University's website on behalf of the University as the University Bookstore; and the non-exclusive right to sell other miscellaneous merchandise and services on campus. The Contractor will have exclusive rights to use the University Bookstore website: apsubookstore.com.
- 5.2 The University Bookstore is also the exclusive on-campus seller of University licensed products, with the exception of items sold by the Student Recreation & Fitness Center, incidental sales by the Athletic Department of items not carried by the University Bookstore, and certain for other departmental sales items unique to their departments.
- 5.3 Contractor shall have the exclusive right to conduct a used book buyback program on University owned and operated property. The University agrees that it will not authorize or permit anyone to offer or conduct a used book buyback program on the campus, nor to conduct any direct or indirect remote book buys on campus if Contractor chooses to do so.
- 5.4 Contractor shall be granted exclusive rights to accept student credit charges at the start of each term.

- 5.5 Contractor shall be granted rights to accept payment through the University Gov Bucks program.
- 5.6 Contractor shall have the exclusive right to include bookstore related promotional information in mailings, packets, flyers or campus announcements provided to students or prospective students by the University.
- 5.7 The Contractor shall have the exclusive right to host the only website linked directly from the University's website for the sale of course materials, as well as other items typically sold in a college bookstore, such as educational supplies, notebooks, stationery, desk and room accessories, gift items, class and alumni rings, jewelry, clothing bearing the University emblem, logo, insignia and other identifying marks, providing that this exclusive right applies only to those products being sold in the University Bookstore or on the University Bookstore website. Exceptions to this exclusivity will be the department of Athletics website, promoting a particular event or program specific to its own discipline, and link(s) to University contractor's sites selling items for the University's use.

6. UNIVERSITY RESPONSIBILITIES

- 6.1 The Contractor shall have exclusive rights to accept University student financial aid credit at any APSU Bookstore; in-store and online. The University will work with the Contractor for payment reimbursement and student financial aid credit information.
- 6.2 The Contractor can request a campus Police escort for bank deposits, within reason, as agreed between the Contractor and University Police, at no additional cost to the Contractor.
- 6.3 The Contractor can call University Police for assistance 24/7 if ever needed.
- 6.4 The University shall provide all maintenance and repairs to the Bookstore on the Clarksville campus: electrical, plumbing, heating, air conditioning, ventilation equipment, roof, walls, slab, and building structure. The contractor is responsible for any damages caused by the Contractor, its employees, agents, vendors, or the like.
- 6.5 The University shall provide heat, air, electricity, water, and sewage services. The University shall maintain these services and make every reasonable effort to avoid disruption for the Contractor. In the event any service must be interrupted for repair or modification, the University shall provide to the Contractor representative as much advance notice as possible. In the event of such interruption or any disruption of services, the University shall take such steps as it reasonably can to promptly restore them, but shall not be responsible for any loss sustained by the Contract as a result of interruption of services from any cause.
- 6.6 The University shall provide pest control and external trash removal, (large dumpster near shipping/receiving area for Bookstore to use).
- 6.7 The University shall maintain any landscaping and parking lot maintenance; including snow removal as is reasonable required for operations.
- 6.8 The Contractor will have use of a University trailer, for events, at no charge.
- 6.9 The Contractor will have use of University phone system.
- 6.10 The University shall bear the cost of rekeying all exterior doors in the Bookstore. Thereafter, these costs shall be paid to the University by the Contractor if changes are made as its request. The Contractor must not make lock changes.
- 6.11 University faculty and staff are responsible to submit their course material and recommended supply orders to the Contractor in a timely manner, as to assist the Contractor's responsibilities and expectations to the University.

- 6.11.1 If there will be no adoption for a course, the University faculty or academic department staff are responsible to make sure this information is properly given to the Contractor in a timely manner.

7. CONTRACTOR'S RESPONSIBILITIES AND EXPECTED SERVICES

- 7.1 Contractor shall manage and operate the University Bookstore(s), including main campus Bookstore café, website, and electronic commerce sites, (including hyperlinks to alternate sources), and the Fort Campbell Army Educational Center Bookstore.
- 7.2 It is essential that the staff employed by Contractor maintain proper standards of courtesy, service, and professionalism dealing with the University community, retirees, alumni, and visiting guests.
- 7.2.1 Contractor shall have adequate qualified management and staff handling Bookstore operations.
- 7.2.2 Contractor shall exert reasonable efforts to implement and maintain positive public relations and communications with campus community. To include answering calls, emails, replying to messages, announcements, updates, instructional information, and following up in a timely manner regarding inquiries, requests, or general services.
- 7.2.3 Contractor employees shall strictly adhere to University regulations while on University's premises including, but not limited to, regulations governing access to buildings, personal conduct, possession of prescribed substances or articles, tobacco use, parking and traffic. Further, the University reserves the right to require the removal of Contractor's employees from assignment on the University's campus for good cause.
- 7.2.4 Contractor shall exert reasonable efforts to implement and maintain positive and effective public relations and communications with students, alumni, community members, and University.
- 7.3 The Contractor will maintain efficient and operational equipment, to avoid any delays or issues with services.
- 7.4 The Contractor must have a good online order process and system, for both delivers and instore pickups.
- 7.5 The Contractor must work to provide products, prices, and services that promote confidence that the University community is obtaining the best possible combination of quality, customer service, and price.
- 7.6 The Contractor shall provide special order book service and make every effort to obtain the earliest possible delivery.
- 7.7 The Contractor will work with the University to accept University student financial aid credit as a form of payment. The University will reimburse Contractor amounts owed.
- 7.8 The Contractor shall integrate the use of the University Gov Bucks as a payment method for purchases by University students, faculty, and staff in the Bookstore.
- 7.9 The Contractor shall accept and honor as form of payment for department purchases the University purchasing card or complete a department charge form and invoice department for charges made.
- 7.10 The Contractor must work with the University to carry a variety of University logo swag, Greek, and apparel for all ages and sizes. The Contractor must also have approval from the University before using any University logos.
- 7.11 The Contractor is expected to participate in and collaborate with appropriate University personnel regarding campus events; including but not limited to Athletics, Commencement, Student

Services, Book Readings/Signings, Military/VA student events, fundraising, occasional non-university-centric community events, etc.

- 7.11.1 These events may conflict with Bookstore's standard business hours, but the Contractor is expected to pre-plan staffing demands for services to be delivered at the events.
- 7.11.2 Contractor needs to maintain communications with the University event coordinator so University knows the Bookstore is prepared and receives confirmation well in advance of the event.
- 7.11.3 If the Contractor cannot meet the requests from the University involving the campus event, the Contractor must put this in writing to the University event coordinator and copying Manager of Auxiliary Support Services in adequate time, so that the University can make other arrangements, including sourcing goods. In this scenario, the Bookstore would not have exclusive rights to sole sales of books and apparel as a third party may be contracted for said event.
- 7.12 The Contractor shall stock a sufficient quantity, display, and offer, all required course materials (printed, custom, digital) in store and online prior to classes starting so all students can have their course materials by or before the first day of classes.
 - 7.12.1 The Contractor should order course materials at full enrollment cap for all University short terms and courses that only the Bookstore will carry for the students.
 - 7.12.2 The Contractor shall not be responsible for course materials or other items not being ready for students due to failure of faculty members to submit timely order requests or short notice for class schedule adjustments. However, the Contractor shall make every reasonable effort to supply items requested, even when requests are not timely.
- 7.13 The Contractor must work with the University to find affordable course material options and supplies for University students.
 - 7.13.1 Offer a vibrant textbook or digital rental program or any other programs that can help lower the cost of course materials for students, while also allowing academic freedom to University faculty.
- 7.14 The Contractor is required to have course materials, with ISBN numbers, and supplies required, posted with cost, on the Bookstore website when registration for classes opens up.
- 7.15 The Contractor will assist University faculty and academic support staff pertaining to course materials and supplies required for their students by:
 - 7.15.1 Bookstore establishing positive good working relationships with University faculty and academic departments; following up and following through, being accessible and knowledgeable.
 - 7.15.2 Bookstore providing easy and efficient methods to collect and receive adoption orders from University faculty or staff. Also providing follow up and confirmation orders received, cost comparisons with similar materials ordered to assist faculty in their decision process with selecting the best course material at the lowest possible price options to their students.
 - 7.15.3 Bookstore provide training and assistance when and as needed.
 - 7.15.4 Develop a partnership to establish workable and reasonable adoption deadlines.
 - 7.15.5 Assist with special orders, like uniforms, pins, scrubs, medical supplies students need outside regular course materials.
 - 7.15.6 Contractor, working with the University, making every effort to obtain early all course material orders and supplies recommended in order to maximize the quantity of course materials.

- 7.15.7 Contractor provide timely reports and updates on status of orders to faculty members and academic administrative assistants involving the status of their orders for all their course materials, supplies and other materials or items the student is required to have for their course. This should include items discovered to be unavailable, delayed in delivery, new editions, etc.
- 7.15.8 If Contractor cannot source course academic course materials, supplies, or other items students require for the course, then the Contractor needs to inform the instructor, by email, and copying the Manager of Auxiliary Support Services.
- 7.16 Assist Middle College, part of the Clarksville-Montgomery County School System. They require special handling with orders and pickups involving course materials and supplies for their students.
- 7.17 The Contractor will comply and work with the University to ensure all students, including those with disabilities, have access to accessible materials and technology they require to complete their courses.
- 7.18 Contractor should give full refunds up to the fourteenth (14th) class day per University academic calendar of each semester or at least two weeks after purchase with receipt.
- 7.18.1 Contractor's refund policy needs to be clearly communicated and advertised.
- 7.19 The Contractor is responsible to cover their own internal security needs, including installation, maintenance, and monitoring.
- 7.20 The Contractor is responsible for their internal Bookstore custodial services.
- 7.21 The Contractor shall provide University Police Bookstore management contact information for emergency purposes.
- 7.22 Storage of merchandise will be in the areas allocated for the Bookstore and will be at the Contractor's sole expense and risk.
- 7.23 Delivery of merchandise to and from the Bookstore will be at the Contractor's risk and expense. The Contractor shall clearly indicate on the all orders that deliveries must be made to the Bookstore, not the University Central Receiving/Warehouse.
- 7.24 The Contractor will be required to pay an annual fee for their employees' campus parking; (which all University employees and students pay annually as well).
- 7.25 The Contractor shall be responsible for any legal issues relating to their employees or services, theft issues, etc.
- 7.26 The Contractor shall be responsible for the disposition of any surplus items acquired, regardless of the cause.
- 7.27 If the Contractor requires new keys or locks for the Bookstore, after the first initial set is provided to them at no cost. Thereafter, the Contractor will be required to cover the cost for new keys or locks. The University must change out locks and keys, not the Contractor.
- 7.28 The Contractor is required to procure all necessary permits and licenses, abide by all applicable federal, state, and local laws, regulations, and ordinances.
- 7.29 The Contractor must furnish certification of authority to conduct business in the State of Tennessee as a condition to the contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

- 7.30 The Contractor shall be responsible for any and all taxes and assessments arising out of the operation of the Bookstore, including, but not limited to, payroll and personal property taxes, franchise taxes, sales and use taxes, and income taxes.
- 7.31 The Contractor shall comply with all energy conservation guidelines that are imposed on University departments.
- 7.32 The University share bear the cost of rekeying all the doors and locks when Contractor is ready to move into the Bookstore or start of a new contract agreement and there are management changes. (Thereafter, if the Contractor requires a change in locks, they can put in a request and the University will change the locks, provide new keys and then Contractor will be invoiced to pay for the service).
- 7.33 The University will provide phones for the Contractor.
- 7.34 The University is responsible for building and property; except when caused by Contractor negligence.
- 7.35 University staff will be on hand to assist Contractor employees, to help with scope of services as stated in Section 1.
- 7.36 The Contractor shall be responsible for all risks to the stock, fixtures, furnishings, equipment, injuries, theft and all other contents of the Bookstore owed by the Contractor.

8. MILITARY-AFFILIATED STUDENT POPULATION

- 8.1 Many of these students are using VA education benefits or VA Veteran Readiness & Employment program to cover the cost of their course materials and supplies. Supplies may also include laptops, printers, paper, backpacks, graphing calculators, etc. Currently, the Bookstore has established a very successful working relationship with the University, Bursar's Office, and VAVR Offices that has promoted our military-affiliated students' success and needs to continue.
- 8.2 The Contractor to host and participate in Military/VA student events, as a partnership with the University. Event is to accommodate the military-affiliated student population so that they have their VA education benefits or VA Veteran Readiness & Employment paperwork and courses in order, receive their course materials and supplies to them before the start of their courses.
- 8.3 The Contractor must work with the appropriate University departments (VA Benefits) and VAVR offices/counselors, to help ensure all University military-affiliated students are given the respect and prompt assistance required to set them up for success in their courses and University experience.
- 8.4 If the Contractor cannot source any of the requested items for the students, then the Contractor must submit this information in writing to the University, giving the University and VAVR counselors sufficient time to find the course materials and/or supplies needed from other vendors. If a situation starts to develop whereby it appears the Contractor cannot meet the supply and demand for our students, then this can lead to the Contractor being in breach of the agreement.
- 8.5 The Contractor will work directly with VAVR as needed, including billing/invoices between VAVR and the Contractor. University will not be involved with any billing/invoices pertaining to course materials, supplies, or any related purchases made with the Contractor.

9. ATHLETICS

- 9.1 Athletics reserves the right to purchase course materials and supplies for their athletic students with a vendor of their choice.

- 9.1.1 However, if Athletics decides to use the Contractor to purchase all or some of their student athlete course materials, the Contractor must provide a clean, easy to reconcile invoice for the charges and after totaled, and provide them a special 20% discount.
- 9.1.2 Contractor must also work with Athletic staff to arrange pulling and transferring the course materials with the Athletic department, since Athletic department is paying for the student's course materials and have the students collect them from Athletics directly.
- 9.1.3 Contractor also assist the University Athletic department with athlete student buyback.
- 9.2 The Contractor must work with Athletic staff and management, to help ensure proper University Athletic apparel, swag, side items, other Athletic purchase requests are available in a timely manner for sale in the Bookstore, online sites, and at Athletic events.
- 9.3 The Contractor must also work with Athletics to participate in Athletic events selling merchandise agreed upon with Athletics. To help promote the University and the Athletic programs; also supporting Athletic agreements.
- 9.4 The contractor must be able to provide all price range options, from affordable to high-end, for Athletic Side Line apparel for the public to purchase in-store and online. Options must include replica jerseys, fitted caps, polos, exercise clothes, etc.
- 9.5 The Contractor will fully secure and manage an e-commerce site on the University athletic department website for online merchandise sales, or, will allow the athletic department to negotiate and secure outside vendor to maintain an e-commerce site. Royalties will be paid accordance with the current licensing rates and a 15% rebate of all sales through the athletics department e-commerce site.
- 9.5.1 Separate commission report needs to be received to show total gross sales with 15% rebate payment owned to University.
- 9.6 Monthly email showing dates, athletic event bookstore participated in, with total bookstore gross sales made at the event, sent monthly to Manager of Auxiliary Support Services; this is separate from section 9.4.

10. PROGRAMS OFFERED BY CONTRACTOR TO UNIVERSITY

- 10.1 Annual \$10,000.00, in-house donation, for University to use at its discretion for campus events. Not a cash payment.
- 10.2 Annual \$15,000.00, Textbook Scholarship, handled in-house, to use at the University's discretion.
- 10.3 University employees and retirees receive a 20% discount, excluding café purchases, course materials, and electronics.
- 10.4 Annual University Alumni 10% discount per promo code ads, two to three times annually, as agreed upon between Contractor and University.
- 10.5 The Contractor shall provide special promotions frequently throughout the year of the contract, and will be expected to support new student orientations.
- 10.6 University Departmental 20% discount. Note: University is tax-exempt.
- 10.7 Capital Investment or one-time signing bonus to the University for negotiable amount.
- 10.8 Annual Athletic sponsorship, \$50,000.00.

11. Commissions and Sales Report

11.1 These amounts are negotiable, based upon other offered terms.

University commissions to be paid by last day of the month.

Year 1 – 5: Monthly payment: \$32,000.00; annual total \$384,000.00
Year 6 – 10: Monthly payment: \$35,000.00; annual total \$420,000.00
Year 11 – 15: Monthly payment: \$38,000.00; annual total \$456,000.00

Annual Bonus Commissions

If Bookstore Total Gross Sales:

\$4,000,000.00 to \$4,250,000.00:	University receives an additional \$50,000.00
\$4,251,000.00 to \$4,500,000.00:	University receives an additional \$75,000.00
\$4,501,000.00 to \$5,000,000.00:	University receives an additional \$100,000.00
\$5,000,000.00 or more:	University receives and additional \$125,00.00

To be paid to the University within thirty (30) days of the last contract month annually; allowing an additional seven (7) day grace period. (Example Jan commission be due last day of February, but not considered late if payment received by March 7).

11.2 Commission Reports

11.2.1 Contractor needs to send monthly commission reports, with a breakdown category showing each gross sales received, per category. The University requires June sales commission data by July 15.

11.2.2 Monthly Athletic ecommerce gross sales also showing 15% royalty payment to be received.

12. CAPITAL INVESTMENT

12.1 In addition to the commissions and other payments provided to the University from the Contractor, the Contractor shall pay for remodeling/renovation of the Bookstore facilities.

12.2 Contractor shall clearly state in their proposal the space and function utilization and if Contractor supplied sub-contractors would be utilized to provide any or all services/functions proposed.

12.3 If the Contractor establishes other revenue producing services/functions in the future, the Contractor shall pay the University a commission (negotiated).

12.4 The Contractor's capital investment program shall include a full description of such plan(s), the dollar amount of this investment (excluding Contractor's employee costs), and the basis for the cost estimates of the same. If the actual expenditures are less than the proposed capital investment, the Contractor must pay the University the cash difference between the proposed capital investment and the actual expenditures.

12.5 During the term of the Contract, the University reserves the right to negotiate with the Contractor regarding capital improvements and/or other issues as identified in the RFP responses and/or contract. Such negotiations shall not diminish the overall financial commitment to the Contractor with regard to the Contract. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials.

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A

SECTION A — MANDATORY REQUIREMENTS

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

The Solicitation Coordinator will review the Proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Chief Procurement Officer must review the Proposal and attach a written determination. A determination that a proposal is non-responsive must be approved by the Chief Business Officer before notice may be sent out that the Proposal has been rejected. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each Proposal for compliance with all RFP requirements.

PROPOSER LEGAL ENTITY NAME:

AUTHORIZED PROPOSER SIGNATURE & DATE:

- The Proposal must be delivered to the Institution no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.
- The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., *et. seq.*).
- The Technical Proposal must NOT contain cost or pricing information of any type.
- The Technical Proposal must NOT contain any restrictions of the rights of the State/Institution or other qualification of the Proposal.
- A Proposer must NOT submit alternate Proposals.
- A Proposer must NOT submit multiple Proposals in different forms (as a prime and a sub-contractor).

Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.1.	Provide the 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.2.	Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee or Institution) and, if so, the nature of that conflict. NOTE: Determination of conflict of interest shall be solely within the discretion of the Institution, and the Institution reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Proposer’s business relationship with the financial institution is in positive standing. Such	

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

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B

**PROPOSER
NAME:**

SECTION B — QUALIFICATIONS & EXPERIENCE

The Proposer must address **ALL** Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).

A Proposal Evaluation Team, made up of three or more Institution employees, will independently evaluate and score the proposal's "qualifications and experience" responses.

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items	Points Awarded
	B.1 Describe the Proposer's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, email address and telephone number of the person the Institution should contact regarding the proposal.	
	B.2 Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer's company within the last ten years, and if so, an explanation providing relevant details.	
	B.3 Provide a statement of whether the Proposer or any of the Proposer's principals, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony, and if so, an explanation providing relevant details.	
	B.4 Provide a statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.	
	B.5 Provide a statement of whether, in the last ten years, Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.	
	B.6 Provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFP.	
	B.7 Provide a brief, descriptive statement indicating the Proposer's credentials to deliver the requested goods and/or services.	
	B.8 Indicate how long the Proposer has been providing the requested goods and/or services and include the number of years in business.	
	B.9 Indicate the Proposer organization's number of employees, client base, and location of offices (list all offices in the State of Tennessee).	

	<p>B.10 Provide a narrative description of the proposed project team and its organizational structure, list its members, and include resumes. (The Institution reserves the right to approve any changes in the proposed project team). Information about each project team member shall include, but not be limited to, the following:</p> <ol style="list-style-type: none"> 1. Contact Name 2. Title 3. Years with the Proposer's firm. 	
	<p>B.11 Provide a statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform. The area of the state that each subcontractor will cover must be included.</p>	
	<p>B.12 Provide customer references for similar projects, with an emphasis on higher education entities, representing three of the larger accounts serviced by the Proposer. The standard reference questionnaire, which <u>must</u> be used and completed, is provided at RFP Attachment 6.8. References that are not completed as required may be deemed non-responsive and may not be considered.</p> <p>The Proposer will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below.</p> <p>Client References may be submitted electronically or physically.</p> <p><u>Electronic Submission:</u></p> <ol style="list-style-type: none"> (a) Electronic submission of Client References will be accepted via email to: waltonp@apsu.edu. (b) Client References must be received directly from the client providing the reference or submitted by Proposer with original signature from the client providing the reference. <p><u>Physical Submission:</u></p> <ol style="list-style-type: none"> (a) Add the Proposer Identification Number to the standard reference questionnaire at RFP Attachment 6.8. and make a copy for each reference. For identification purposes to proposer's references, it is acceptable to provide Proposer name and brief explanation why a Proposer Identification Number is being used on a separate sheet of paper. (b) Send a reference questionnaire and new, standard #10 envelope to each reference. (c) Instruct the reference to: <ol style="list-style-type: none"> (i) complete the reference questionnaire; (ii) sign and date the completed reference questionnaire; (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope directly to the Proposer (the Proposer may wish to give each reference a deadline, 	

	<p>such that the Proposer will be able to collect all required references in time to include them within the sealed Technical Response).</p> <p>(d) <u>Do NOT open the sealed references upon receipt.</u></p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> • The Institution will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. • The Institution will not review more than the number of required references indicated above. • While the Institution will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the Institution reserves the right to confirm and clarify information detailed in the completed reference questionnaires and may consider clarification responses in the evaluation of references. • The Institution reserves the right to check other sources of references. <p>The Institution is under <u>no</u> obligation to clarify any reference information.</p>	
Maximum Section B Score = 225		

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C

The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (with the associated item references). A Proposal Evaluation Team, made up of three or more Institution employees, will independently evaluate and score the proposal's response to each item.

Technical Requirements		Points Awarded
	C.1. Proposer shall validate in its response its understanding that goods and/services proposed meet the RFP requirements regarding the daily operations and to be the textbook distributor of the Ann R. Ross Bookstore on the Austin Peay State University in Clarksville, Tennessee campus. Contractor shall manage and operate the University Bookstore (s), including main campus Bookstore café, website, and electronic commerce sites, (including hyperlinks to alternate sources), and the Fort Campbell Army Educational Center.	
	C.2. Proposer shall validate in its response that the Proposer can supply all price range options, from affordable to high-end, for Athletic Side Line apparel to purchase in store and online, to include replica jerseys, fitted caps, polos, exercise clothes, variety of University swag, Greek and apparel for all ages and sizes, per University approval.	
	C.3. Proposer shall validate in its response processes to ensure the bookstore shall stock a sufficient quality, display, and offer, all required course materials (printed, custom, digital) in store and online prior to classes starting so all students can have their course materials by or before the first day of classes.	
	C.4. Proposer shall validate in its response its understanding that Proposer shall provide adequate qualified management and staff handling Bookstore operations, maintain positive public relations and communications with campus community.	
	C.5. Proposer shall validate in its response its understanding to maintain efficient and operational equipment, to avoid delays or issues with services, accept University student financial aid credit as a form of payment, integrate the University Gov Bucks payment method, honor department purchases processes	
	C.6. Proposer shall validate in its response its understand that Contractor maintain proper standards of courtesy, service, and professionalism dealing with the University community, retirees, alumni, and visiting guests.	
	C.7. Proposer shall validate in its response its understanding that Proposer shall have adequate processes and procedures to provide excellent services, ease of use, supply and demand and affordability for our students and campus community. To include a refund policy. Assist with special orders, like uniforms, pins, scrubs, medical supplies students need outside regular course materials.	
	C.8. Proposer shall validate in its response its understand that Proposer shall provide support and services involving campus events, and support our athletics programs and departments. Collaborate and have positive working relationships with University Bursar's Office, VA/VR, VA Education Benefits, VA Veteran Readiness & Employment programs to service University military-affiliated students.	
	C.9. Proposer shall validate in its response its understanding that Proposer shall have a process to provide excellent support for our faculty and faculty support regarding adoption process and sourcing course materials and educational supplies. To include answering calls, emails, replying to messages, announcements, updates, instructional information, and following up in a timely manner regarding inquiries, requests, or general services. Contractor maintain	

	proper standards of courtesy, service, and professionalism dealing with the University community, retirees, alumni, and visiting guests.	
	C.10. Proposer shall validate in its proposal its understanding that Proposer shall provide monthly commission reports, with a breakdown category showing each gross sales received, per category. University requires June sales commission data by July 15. Monthly Athletic ecommerce gross sales also showing 15% royalty payment to be received. Commission payments to the University within thirty (30) days of last contract month annually; allowing an additional seven (7) day grace period.	
	C.11. Proposer shall validate in its proposal its understanding that Proposer shall provide capital investment program as defined in section 12 of the RFP.	
	Proposer shall validate in its proposal its understanding discounts and annual programs offered to the University as defined in Section 9	
	<p>C.12. <u>Accessibility Requirements</u></p> <p>All Informational Material and Technology (IMT) developed, purchased, upgraded or renewed by or for the use of the Institution will comply with all applicable Institution policies, Federal and State laws and regulations including but not limited to the accessibility guidelines set forth in Web Content Accessibility Guidelines 2.0 A & AA, EPub3 Accessibility guidelines, Section 508 and all other regulations promulgated under Section 504 of the Rehabilitation Act and Title II of The Americans with Disabilities Act as amended. Further:</p> <ul style="list-style-type: none"> a. Compliance means that a person with a disability can acquire the same information, engage in the same interactions, and enjoy the same goods and/or services as a person without a disability, in an equally effective and integrated manner, with substantially equivalent ease of use. b. The Successful Proposer warrants that any IMT purchased by, developed, upgraded or renewed for APSU will comply with the aforementioned accessibility guidelines and the contractor/vendor will provide accessibility testing results, written documentation verifying accessibility including the most recent VPAT for the product/service identified in this document. c. The Successful Proposer will promptly respond to and resolve accessibility issues/complaints, and to indemnify and hold the APSU harmless in the event of claims arising from inaccessibility of the contractor's/vendor's product(s) or service(s). d. Proposer shall provide access to the Institution as needed for testing/compliance review. <p>Additional information can be found in Attachment 6.11, Vendor Product Accessibility Statement and Documentation.</p> <p>If Proposer is not compliant at this time with these standards, Proposer shall describe in response to Section C.2.2, via the Accessibility Conformance and Remediation Form (Attachment 6.12) its plan for remediation.</p> <p>NOTE: Proposer is not required to be fully compliant to respond to this Proposal but must be working to achieve accessibility compliance.</p>	
Maximum Section B Score = 250		

C.1. Proposer Finalist Presentation		
Proposer Name		
<p>Proposers that submit responsive proposals, and receive the highest technical scores, will be designated as Finalists. Finalists will be required to make presentations to the evaluation committee. The presentations will be scheduled after the preliminary Technical Proposal review process is completed. The RFP Coordinator will notify all Proposers of the Finalists chosen and shall coordinate with each Finalist to schedule the date and time of presentation. If a Proposer is not chosen as a Finalist, its Cost Proposal shall remain sealed and unopened.</p> <p>Finalist Presentations will be held virtually via Microsoft Teams. Finalists are responsible for ensuring capability to participate remotely with necessary software to deliver the presentation.</p> <p>Proposers are strictly limited to the time allotted and the topics provided by the Institution. Points will be deducted if presentations exceed the allotted time or deviate from the presentation topics defined by the Institution.</p> <p>Presentations will last no more than ninety (90) minutes and Finalists and must cover the following topics:</p>		
Time Allotted	Topic	Points Awarded
5 minutes	Welcome and Introductions	
25 minutes	<p><u>Overview of System/User Experience</u></p> <ul style="list-style-type: none"> • Their process and plans to ensure a sufficient quality, of all required course materials (printed, custom, digital) in store and online prior to classes starting so all students can have their course materials by or before the first day of classes. 	
25 Minutes	<p><u>Role Features</u></p> <ul style="list-style-type: none"> • Process regarding commission sales data, invoicing, and payments working with the university. • Process and plans regarding Bookstore having the swag, apparel, additional educational items (pins, uniforms, etc.) available and in stock as stated in the RFP for both students, University community, alumni and visiting guests – all ages, all sizes. • Working with faculty and collecting adoption orders. • Process and experience working with military-affiliated students. • Any proposals they have involving course material affordability, or programs they are using that have appeared successful at other colleges • Any thoughts or plans regarding changes for the bookstore, physical location, café operations, etc. 	
25 Minutes	<p><u>Customer Service Requirements</u></p> <ul style="list-style-type: none"> • Proposer to describe General Customer Service support setup; management and staffing structure. How operations to be available and accommodating from training to just follow up and availability to help with services needed. 	
10 minutes	Additional Q & A (evaluation committee may ask questions of the Proposer).	
Total Finalist Presentation Points = 250		

ATTACHMENT 6.7

COST PROPOSAL & SCORING GUIDE									
NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as shown.									
PROPOSER NAME:									
SIGNATURE & DATE:									
<p><i>NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer company president, evidence SHALL be attached showing the Signatory's authority to bind the Proposer.</i></p>									
COST PROPOSAL SCHEDULE									
<p>The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of service including all services as defined in the RFP Attachment 6.2. <i>Pro Forma Contract, Scope of Services</i> for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the Institution. All monetary amounts are United States currency.</p>									
Cost Item Description	Proposed Cost					Institution Use ONLY			
	Year 1	Year 2	Year 3	Year 4	Year 5	Sum	Possible Points Score	Points Awarded	
Minimum Guarantee									
Commission percentage on net sales									
Discount provided to faculty, staff and department of at least 20%									
Amounts if any above the minimum requirements for the annual textbook scholarship award.									
Additional in-kind services to be considered									
Capital Investments Program									
Commission percentage on e-commerce sales.									
Two outside exit stairways (Optional)									
<p><i>The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.</i></p>							<p>Evaluation Cost Amount: <i>(sum of all weighted cost amounts above)</i></p>		
<p>Revenue Amount Being Evaluated</p> <hr style="width: 80%; margin: 0 auto;"/> <p>Highest Revenue Amount from <u>all</u> Proposals</p>					<p>X 250 <i>(maximum section score)</i></p>		<p>=</p>		<p>SCORE:</p>

ATTACHMENT 6.8**REFERENCE QUESTIONNAIRE**

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

The Proposer will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.6., Technical Response & Evaluation Guide, Section B, Item B.13.), and for enclosing the sealed reference envelopes within the Proposer's Technical Response.

RFP # 25-008 REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: _____
Proposer's Name (completed by Proposer before reference is requested)

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

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

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

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

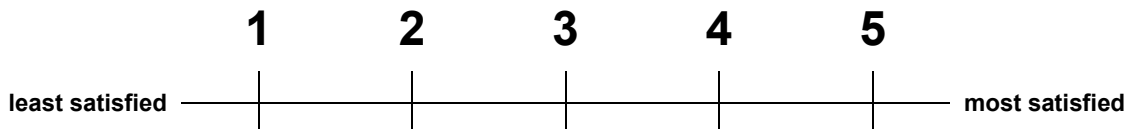
(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

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

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

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



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

- (5) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

- (6) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

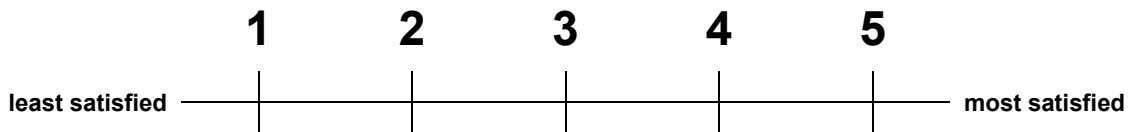
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?

- (8) In what areas of goods or service delivery does/did the reference subject excel?

- (9) In what areas of goods or service delivery does/did the reference subject fall short?

- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

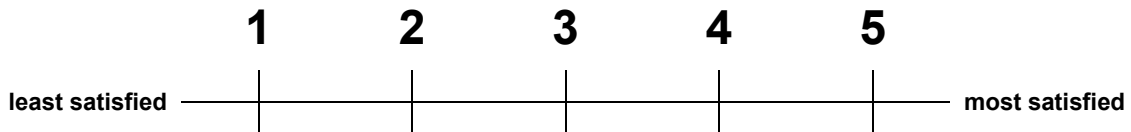
Please respond by circling the appropriate number on the scale below.



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

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

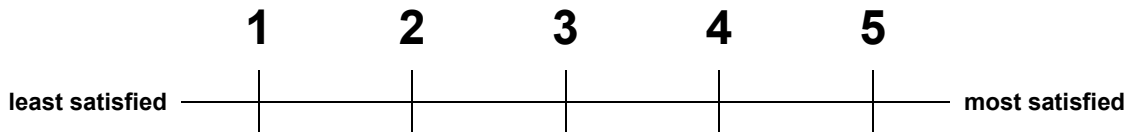
Please respond by circling the appropriate number on the scale below.



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

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

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



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

REFERENCE SIGNATURE:

(by the individual completing this request for reference information)

DATE:

Sample Protest Bond

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

KNOW ALL BY THESE PRESENTS:

That we,

(Name of Protestor)

(Address of Protestor)

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

(Name of Surety)

(Address of Surety)

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

\$ _____
(Dollar Amount of Bond)

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

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

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

(RFP 25-008)

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

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

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

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

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

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

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

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

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

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

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

On this _____ day of _____ in the year _____

WITNESS:

(Name of Protestor)

(Authorized Signature of Protestor)

(Name and Title of Signatory)

(Name of Surety)

(Signature of Attorney-in-Fact)

(Name of Attorney-in-Fact)

(Tennessee License Number of Surety)

Request for Vendor Registration

All Proposers are encouraged to complete the institution vendor registration process with the Institution and become a registered vendors. Although vendor registration with the Institution is not required to submit a bid, a resulting contract and/or PO from this RFQ process cannot be finalized without the successful Proposer being registered with the institution.

In addition to the above, the Institution will work with Proposers and the Governor’s Office of Diversity Business Enterprise (Go-DBE) to allow Proposers to obtain official state certification. For information regarding staff of the Governor’s Office of Diversity Business Enterprise available to assist minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses, as well as general, public information relating to this RFP, visit: <https://www.apsu.edu/procurement/vendors/go-dbe.php>

For assistance with this process, Proposers can contact appurchasing@apsu.edu.

Click on URL link below to register your company in as a vendor in our system.

<https://www.apsu.edu/procurement/vendors/>

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

If Yes, what country is the Parent company located: _____

Vendor Product Accessibility Statement and Documentation

Purpose of Accessibility Statement

An effective Accessibility Statement includes several key components including:

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

Key Components

Commitment Statement

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

Required Documentation

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

Product Usage Information for Users with Disabilities

- Describe any product features that may improve accessibility for users with disabilities including:
 - Accessibility-specific features (e.g. the ability to adjust font size and color/contrast settings for text or the availability of closed captions for videos)
 - General product features that may especially benefit users with disabilities (e.g. an 'HTML 5' mode optimized for mobile platforms that also improves keyboard-only navigation).
- Describe any high-impact product accessibility gaps along with suggested interim workarounds that allow users to complete key tasks until the gaps are resolved. For example, if a technical support website isn't compatible with screen readers used by the blind, appropriate interim workarounds might include:
 - Alternative business processes that bypass the accessibility barrier (e.g. providing phone-based support until the web-based support site is accessible)

- Use of a third-party product to replace or supplement inaccessible product functions (e.g. indicating that users may submit or check the status of technical support tickets via email).
- Describe accessibility features provided by your communication channels (e.g. a deaf or hard-of-hearing user may contact you via a TTY line or access support personnel familiar with telephone relay services).

Feedback Mechanism

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

Implementation Recommendations

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

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

Keep the Information in the Accessibility Statement and Documentation Current.

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

Direct any questions or comments to the institutional Accessibility Liaison (harrisj@apsu.edu).

Accessibility Conformance and Remediation Form**Instructions**

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

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

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

Vendor/Product Information

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

Specific Issues

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

Additional Information:

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

Exception 1.	
APSU Pro Forma Contract Section	
Proposers Response:	

Exception 2.	
APSU Pro Forma Contract Section	
Proposers Response:	

Exception 3.	
APSU Pro Forma Contract Section	
Proposers Response:	

Exception 4.	
APSU Pro Forma Contract Section	
Proposers Response:	

Exception 5.	
APSU Pro Forma Contract Section	
Proposers Response:	

Exception 5.	
APSU Pro Forma Contract Section	
Proposers Response:	

Exception 5.	
APSU Pro Forma Contract Section	
Proposers Response:	

PERFORMANCE 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. Bonds shall be certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached.

KNOW ALL BY THESE PRESENTS:

That we,

(Name of Principal)

(Address of Principal)

as Principal, hereinafter called the Principal, 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 engaged the Principal for a sum not to exceed

(Contract Maximum Liability)

to complete Work detailed in the Scope of Goods and/or services detailed in the State of Tennessee Request for Proposal bearing the RFP Number:

(RFP Number)

a copy of which said Request for Proposal and the resulting Contract are by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, if the Principal shall fully and faithfully perform all undertakings and obligations under the Contract hereinbefore referred to and shall fully indemnify and hold harmless the Obligee from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Obligee any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material, and Work used by the Principal and any immediate or remote subcontractor or furnisher of material under the Principal in the performance of said

Contract, in lawful money of the United States of America, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

AND for value received, it is hereby stipulated and agreed that no change, extension of time, alteration, or addition to the terms of the Contract or the Work to be performed there under or the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration, or addition to the terms of the Contract or the Work or the specifications.

IN WITNESS WHEREOF the Principal 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 _____, _____.

WITNESS:

(Name of Principal)

(Name of Surety)

(Authorized Signature of Principal)

(Signature of Attorney-in-Fact)

(Name of Signatory)

(Name of Attorney-in-Fact)

(Title of Signatory)

(Tennessee License Number of Surety)

ATTACHMENT 6.15

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

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

STATED BY EACH REQUIREMENT:

___ Signed and dated "Proposal Transmittal and Statement of Certifications and Assurances" form (Attachment 6.3 / §A.1)

___ Statement regarding Conflict of Interest (Attachment 6.4 / §A.2)

___ Bank Reference (Attachment 6.4 / §A.3)

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

Positive Credit Verification (Attachment 6.4 / §A.4):

___ Two (2) positive credit references

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

AND Provide EITHER (Attachment 6.4 / §A.5):

___ Official document or letter from accredited credit bureau within last three (3) months. (Not Acceptable: Marketing materials which state credit rating.)

OR

___ Dun & Bradstreet Credit eValuator Plus Report, verified and dated within last three (3) months

___ Completed Minority/Ethnicity Form (Attachment 6.4 / §A.6)

___ Current Certificate of Insurance with RFP (Attachment 6.4 / §A.7)

- Acknowledgement:
- If Proposer does not have required insurance limits at time of submission, Proposer must still submit valid and current insurance certificate showing then current limits. If needed, the , successful Proposer will submit certificate with required limits prior to APSU awarding the contract.

2. Submission of Proposal

___ On-Time Submittal (§§1.9, 2)

- Deadline is specified in Section 2 – Schedule of Events- submit both the Technical Proposal and Cost Proposal separately sealed (§3.1)
- Late Proposals will be IMMEDIATELY DISQUALIFIED

___ **NO Cost Data** of ANY type (required cost or optional cost) in Technical Proposal (§§3.21, 3.3)

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

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

___ Correct Format (§3):

___ One (1) Original Technical Proposal (§3.1.2)

___ One (1) Electronic Technical and Cost Proposal (§3.1.2)

___ One (1) Original Cost Proposal (§3.1.2)

___ Signatures on Costs and Technical Proposals (§3.2.7)

3. Pro Forma Agreement

___ Review any "Comments" to the Pro Forma Agreement (Attachment 6.13)

*** 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.**