



TENNESSEE TECH UNIVERSITY

REQUEST FOR PROPOSAL

**INTENSIVE ENGLISH PROGRAM, PATHWAY & DIRECT RECRUITMENT
PROVIDER - revised 12/4/2024**

Proposal Due Date/Time	December 20, 2024
	3:00pm CT

*Electronic copies of this Request for Proposal available at <https://www.tntech.edu/purchasing/bidopportunities.php>
or by contacting Donna Wallis at dwallis@tntech.edu*

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1 INTRODUCTION

1.1 Background

Tennessee Tech University (“Tennessee Tech”) is a four-year comprehensive university located in Cookeville, Tennessee. Tennessee Tech is the state’s only technological university and currently enrolls more than 10,000 students. Tennessee Tech offers more than 40 bachelor’s and 20 graduate degree programs and 120 concentrations through its various academic divisions – the College of Agriculture and Human Ecology, College of Arts and Sciences, College of Business, College of Education, College of Engineering, College of Fine Arts, College of Graduate Studies, Whitson-Hester School of Nursing, and the College of Interdisciplinary Studies. Tennessee Tech also offers the PhD in education, engineering, and environmental science and maintains three Centers of Excellence, including the Center for Energy Systems Research, the Center for Manufacturing Research and the Center for the Management, Utilization and Protection of Water Resources. The Appalachian Center for Craft, a Tennessee Tech satellite campus and an academic program offered through the School of Art, Craft and Design, offers a Bachelor of Fine Arts degree with concentrations in clay, fibers, glass, metals and woods. Tennessee Tech has consistently achieved high rankings for academic excellence and affordability.

Founded in 1915, Tennessee Tech is governed by its own Board of Trustees.

1.2 Statement of Purpose, Scope of Services

Tennessee Tech intends to secure one or more contracts for qualified contractor(s) to operate an Intensive English Program (IEP), operate a Pathway Program, and conduct Direct Recruitment on its campus. Tennessee Tech has issued this Request for Proposal (RFP) to define Tennessee Tech's minimum service requirements; solicit Proposals; detail Proposal requirements; and, outline Tennessee Tech’s process for evaluating Proposals and selecting a contractor to provide the requested goods and/or goods and/or services.

Through this RFP, Tennessee Tech 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 Tennessee Tech. Proposers must complete the Contractor Requirements Form (See Attachment 6.1 for form and classification definitions). In addition, all small, minority, women and service-disabled veteran owned businesses are strongly encouraged to register with the Governor’s Office of Diversity Business Enterprise (Go-DBE) to attain official certification. If requested, Tennessee Tech shall work with the successful Proposer and the Go-DBE Office regarding registration/certification.

See Attachment 6.4 for additional information and requirements.

1.3 Pro Forma Contract

The RFP Attachment 6.2, *Pro Forma* Contract details Tennessee Tech’s required:

- Scope of Services in Section A;
- Contract Term in Section B;
- Financial Terms and Conditions in Section C;
- Contractor Responsibilities in Section D; and,
- Terms and Conditions in Section E.

The *Pro Forma* Contract substantially represents the contract document that the successful Proposer selected by Tennessee Tech 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

(Reserved.)

1.5 Nondiscrimination

No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by federal or Tennessee constitutional or state laws shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.

Tennessee Tech 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.

Greg Holt, Compliance Officer
Tennessee Tech University
Derryberry Hall, Room 258
Box 5037
1 William L. Jones Drive
Cookeville, TN 38505
gholt@tntech.edu
Phone: 931-372-6062

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 RFP Coordinator to request reasonable accommodation no later than the Disability Accommodation Request Deadline in the RFP Section 2, Schedule of Events.

1.7 RFP Communications

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

Interested parties must direct all communications regarding this RFP to the following RFP Coordinator, who is Tennessee Tech's only official point of contact for this RFP.

Donna Wallis, Director of Purchasing & Contracts
Tennessee Tech University
Derryberry Hall, Suite 301
1 William L. Jones Drive
Campus Box 5144
Cookeville, TN 38505
Phone: 931-372-3492
Email: DWallis@tntech.edu

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

RFP – Intensive English Program, Pathway & Direct Recruitment Provider

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

- 1.7.4 The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline in the RFP Section 2, Schedule of Events.
- 1.7.5 Each Proposer shall assume the risk of the method of dispatching any communication or Proposal to Tennessee Tech. Tennessee Tech assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital “postmarking” of a communication or Proposal to Tennessee Tech by the specified deadline date shall not substitute for actual receipt of a communication or Proposal by Tennessee Tech.
- 1.7.6 Tennessee Tech 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 Tennessee Tech will convey all official responses and communications pursuant to this RFP via Internet posting at <https://www.tntech.edu/purchasing/bidopportunities.php>. It is the Proposers’ responsibility to access this website to obtain updates to information as needed to submit a response to the most current information issued by Tennessee Tech.
- 1.7.8 Any data or information provided by Tennessee Tech (in this RFP, an RFP Amendment or any other communication relating to this RFP) is for informational purposes only. Tennessee Tech will make reasonable efforts to ensure the accuracy of such data or information; however, it is the Proposer's obligation to independently verify any data or information provided by Tennessee Tech. Tennessee Tech expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Proposers. Only Tennessee Tech’s official, written responses and communications shall be considered binding with regard to this RFP.

1.8 Proposal Deadline

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

1.9 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, Tennessee Tech will issue its official response to questions as described in RFP Sections 1.7, *et seq.*, above and on the date specified in the RFP Section 2, Schedule of Events.

1.10 Site Visits by Proposers

Proposers desiring to visit Tennessee Tech to personally examine the space identified for office and instructional purposes may do so by contacting Mr. Charles Wilkerson, Director, International Education at (931) 372-3634 or cwilkerson@tntech.edu. Site visits are to be conducted during the period as identified in the Schedule of Events and questions raised during the site visit shall be addressed in writing to the RFP coordinator as specified in Section 1.9 above.

1.11 Presentations

Proposers may be asked to make a presentation to Evaluation Team members during the Technical Proposal evaluation Phase of the RFP scoring process. The purpose of the presentation would be to enable evaluators to ask questions regarding the Proposer’s technical proposal, and to verify Proposer’s qualifications and ability to provide the services as required by Tennessee Tech. Proposers may elect to make such presentation in person or by remote set up, i.e. Teams, at their discretion. Such presentations would be made during the timeframe as identified in Section 2.0, Schedule of Events.

2 RFP SCHEDULE OF EVENTS

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

RFP SCHEDULE OF EVENTS		
NOTICE: Tennessee Tech reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Tennessee Tech will communicate any adjustment to the Schedule of Events via internet posting. See RFP Section 1.7.8.		
EVENT	TIME	DATE (all dates are Tennessee Tech business days)
1. Tennessee Tech Issues RFP		November 15, 2024
2. Disability Accommodation Request Deadline	4:30pm	December 3, 2024
3. Site Visits by Proposers		November 15 – December 3, 2024
4. Pre-Proposal Written Questions Deadline	Noon	December 3, 2024
5. Tennessee Tech Responds to all Questions	4:30pm	December 6, 2024
6. Technical & Financial Proposal Deadline	3:00pm	December 20, 2024
7. Tennessee Tech Completes Technical Proposal Evaluations		January 17, 2025
8. Tennessee Tech Opens Financial Proposals and Calculates Scores		January 20, 2025
9. Tennessee Tech Issues Intent to Award Letter and Opens RFP Files for Public Inspection		January 22, 2025
10. Award of Contract		January 29, 2025
11. Contract Effective Date		February 1, 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. There will be no best and final offer procedure. Tennessee Tech 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 Tennessee Tech. Any amendment or negotiation shall be within the scope of the original procurement. Tennessee Tech may initiate negotiations which serve to alter the Proposal in a way favorable to Tennessee Tech. 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 Financial Proposal (as described below).

3.1.2 Each Proposer must submit one (1) hardcopy original, and one (1) electronic* copy of the Technical Proposal to Tennessee Tech in a sealed package that is clearly marked:

“Technical Proposal in Response to RFP - Intensive English Program, Pathway & Direct Recruitment Provider - Do Not Open”

*Electronic copy must be submitted on a flash drive with the Technical Proposal. Do not email the electronic copy.

3.1.3 Each Proposer must submit one (1) original, and one (1) electronic* copy of the Financial Proposal to Tennessee Tech in a separate, sealed package that is clearly marked:

“Financial Proposal in Response to RFP - Intensive English Program, Pathway & Direct Recruitment Provider -- Do Not Open”

*Electronic copy must be submitted on a flash drive with the Financial Proposal submission. Do not email the electronic copy.

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

“Contains Separately Sealed Technical and Financial Proposals for RFP - Intensive English Program, Pathway & Direct Recruitment Provider”

3.1.5 Tennessee Tech’s Purchasing and Contracts Office must receive all Proposals in response to this RFP, at the address identified in Section 1.7.1, 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.

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

3.2 Technical Proposal

3.2.1 The RFP Attachment 6.5, Technical Proposal and Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. This guide includes mandatory and general requirements as well as technical queries requiring a written response.

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

3.2.2 Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. 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 should 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 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 Tennessee Tech may, at its sole discretion, determine a Proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference sections of the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide (including using Attachment 6.5 as a table of contents as specified in 3.2.2 hereof);
- 3.2.6 Tennessee Tech may at its sole discretion, determine a Proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide
- 3.2.7 **The Proposer must sign and date the original Technical Proposal. Digital signatures are acceptable. Failure to submit one (1) original with a signature will be cause for rejection of the Proposal.**
- 3.2.8 In the event of a discrepancy between the original Technical Proposal and the digital copy, the original, signed document will take precedence.
- 3.2.9 Tennessee Tech may request Proposers to give an oral presentation of their solution, either in-person or remotely.

3.3 Financial Proposal

- 3.3.1 The Financial Proposal must be submitted to Tennessee Tech in a sealed package separate from the Technical Proposal.
- 3.3.2 Each Proposer shall ONLY record the proposed financials exactly as required by the Financial Proposal and Evaluation Guide and shall NOT record any other rates, amounts, or information unless specifically requested in the RFP Attachment 6.6.
- 3.3.3 **The Proposer must sign and date the original Financial Proposal. Digital signatures are acceptable. Failure to submit one (1) original with a signature will be cause for rejection of the Proposal.**
- 3.3.4 In the event of a discrepancy between the original Financial Proposal and the digital copy, the original, signed document will take precedence.
- 3.3.5 If a Proposer fails to submit a Financial Proposal as required, Tennessee Tech shall determine the Proposal to be non-responsive and reject it.

4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION

4.1 Proposer Required Review and Waiver of Objections

Each Proposer must carefully review this RFP and all attachments, including but not limited to defects, objections, or any other matter requiring clarification or correction (collectively called "Questions"). All such Comments must be made in writing and received by Tennessee Tech no later than the Written Questions 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 materially 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

Tennessee Tech reserves the unilateral right to amend this RFP at any time. If an RFP amendment is issued, Tennessee Tech will communicate such amendment via Internet posting at <https://www.tntech.edu/purchasing/bidopportunities.php> Proposal must respond to the final written RFP, including any exhibits, attachments, and amendments.

Tennessee Tech 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 Tennessee Tech 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. Tennessee Tech 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 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 Tennessee Tech or otherwise qualify a Proposal. Tennessee Tech 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 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.

4.3.6 Tennessee Tech shall reject a Proposal if the Financial 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, Tennessee Tech shall consider any of the foregoing prohibited actions to be grounds for Proposal rejection or Contract termination.

4.3.7 Tennessee Tech 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:

4.3.7.1 An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

4.3.7.2 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

4.3.7.3 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.

4.3.8 Tennessee Tech reserves the right, at its sole discretion, to waive a Proposal's variances from full compliance with this RFP. If Tennessee Tech 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 Tennessee Tech 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 Iran Divestment Act

By submission of this Proposal, Proposer and each person signing on behalf of 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 Tennessee Code Annotated § 12-12-106.

4.6 Proposal of Additional Services

If a Proposer offers related services in addition to those required by and described in this RFP, Tennessee Tech, at its sole discretion, may add the additional services to the Contract before Contract signing. 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 (or revenues) associated with additional related services must be provided on a separate attachment in the Financial Proposal. Tennessee Tech will not use proposed additional services in Proposal evaluation.

4.7 Assignment & Subcontracting

4.7.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without Tennessee Tech's prior approval. Tennessee Tech may, at its sole discretion, refuse approval of any subcontract, transfer, or assignment.

4.7.2. If a Proposer intends to use subcontractors, the Proposer must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.5, Section B, Qualifications & Experience Requirements.)

4.7.3. Unless Tennessee Tech expressly disapproves of a subcontractor named in a Proposal prior to Contract signing, the subcontractor is considered an approved subcontractor.

4.7.4. After Contract award, a Contractor may only substitute an approved subcontractor with Tennessee Tech's prior, written approval.

4.7.5. Notwithstanding any Tennessee Tech 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.

4.8 Right to Refuse Personnel

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

4.9 Insurance

4.9.1 During the course of the Contract, the Contractor will maintain, at its own expense, insurance in form and substance acceptable to Tennessee Tech. Insurance shall be written by insurance company(ies) licensed to operate in the State of Tennessee. The Contractor shall be required to provide acceptable proof of insurance naming Tennessee Tech and Tennessee Tech Foundation as additional insureds prior to execution of Contract. The Contractor shall provide current proof of insurance to Tennessee Tech upon request. Contractor's failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the Contract negotiations and/or Contract.

4.9.2 The Contractor agrees that the required insurance provided hereunder shall be primary over any insurance of Tennessee Tech and that the Contractor's interests are not covered whatsoever by

Tennessee Tech. The Tennessee Claims Commission has exclusive jurisdiction over claims against Tennessee Tech.

4.9.3 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 Contractor's services under this Contract.

4.10 Department of Revenue Registration

Before the Contract is signed, the apparent successful Proposer must be registered with or exempted by the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. Tennessee Tech shall not award a contract unless the Proposer provides proof of such registration or documentation from the Department of Revenue that the Contractor is exempt from this registration requirement.

4.11 Financial Stability

Prior to award of a Contract, Tennessee Tech may require a Proposer to provide information to demonstrate financial stability and capability.

4.12 Service Location and Work Space

Tennessee Tech shall provide on-campus space for Contractor's use in performing its obligations under this contract. See Attachment 6.4, Section IV for further details regarding Service Location and Work Space.

4.13 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.

4.14 Proposal Errors and Amendments

At the option of Tennessee Tech, 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 Tennessee Tech.

4.15 Proposal Preparation Costs

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

4.16 Continued Validity of Proposals

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

4.17 Disclosure of Proposal Contents

4.17.1 Each Proposal and all materials submitted to Tennessee Tech in response to this RFP shall become the property of Tennessee Tech. Selection or rejection of a Proposal does not affect this right. All Proposal information, including detailed financial information, shall be held in confidence during the evaluation process.

4.17.2 Upon the completion of the evaluation of Proposals, indicated by public release of a Letter of Intent to Award, Tennessee Tech will make the Proposals and associated materials open for review by the public in accordance with Tennessee law. **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 Tennessee statute. Notations on Proposals requiring materials submitted be kept confidential will not be honored. All bid documents and contracts become public records in accordance with applicable statute(s).**

4.17.3 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.

4.18 Contract Approval

The RFP and Contractor selection processes do not obligate Tennessee Tech 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 Tennessee Tech obligations pursuant thereto shall commence only after the Contract is fully executed by the appropriate authorities.

4.19 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 Tennessee Tech. Tennessee Tech 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.

4.20 Contract Amendment

After contract award, Tennessee Tech 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, Tennessee Tech will provide the Contractor a written description of the additional goods and/or services. The Contractor must respond to Tennessee Tech 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 Tennessee Tech and the Contractor reach an agreement regarding the goods and/or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods and/or services must be signed by both Tennessee Tech 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 Tennessee Tech has issued a written contract amendment with all required approvals.

4.21 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 Tennessee Tech and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.22 Next Ranked Proposer

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

4.23 Contractor Registration

Proposers should complete Tennessee Tech's vendor registration process. When applicable, Tennessee Tech shall work with Proposers and the Governor's Office of Diversity Business Enterprise (Go-DBE) for Proposers to obtain official state certification. Although registration with Tennessee Tech 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:

4.24 Policy and Guideline Compliance

This RFP and any award made hereunder are subject to Tennessee Tech's policies.

4.25 Protest Procedures

A copy of the bid protest procedures is available upon request to the RFP Coordinator.

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

5 PROPOSAL EVALUATION & CONTRACT AWARD

5.1 Evaluation Categories and Maximum Points

Tennessee Tech will consider qualifications and experience, technical approach, and financials in the evaluation of Proposals. The maximum number of points for each category is as follows.

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	30
Technical Approach	45
Financial Proposal	25

5.2 Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Proposer offering the highest revenue (lowest cost), but rather to the responsive and responsible Proposer deemed by Tennessee Tech 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 Proposal Evaluation

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

5.2.1.2 The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.5, Technical Proposal and Evaluation Guide, Technical Proposal Section A). If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Chief Procurement Officer will review the proposal and document his/her determination of whether: (1) the proposal meets requirements for further evaluation; (2) Tennessee Tech will request clarifications; or (3) Tennessee Tech 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.

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

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

- 5.2.1.5 During the Technical Proposal evaluation, Tennessee Tech may identify approximately 3-5 finalists, who will continue through the remaining phases of the process. Financial Proposals from Proposers not considered finalists will not be opened or considered for award.
- 5.2.1.6 Tennessee Tech reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by Tennessee Tech. The Proposer shall put any resulting clarification in writing as may be required by Tennessee Tech.
- 5.2.2 **Finalist Presentations**
- During the Technical Proposal evaluation process, Tennessee Tech may require each finalist to make a presentation of its Technical Proposal. The presentation will enable the Proposers to present their Technical Proposal and field questions from the evaluators. Presentations will be part of the final Proposal score. No Financial Proposal information is to be discussed at the presentation.
- 5.2.3 **Financial Proposal Evaluation**
- After the Technical Proposal evaluation is completed, the RFP Coordinator will open the Financial Proposals and use the RFP Financial Proposal and Scoring Guide to calculate and document the Financial Proposal scores.
- 5.2.4 **Total Proposal Score**
- The RFP Coordinator will calculate the sum of the Technical Proposal scores and the Financial Proposal scores to yield the best-evaluated Proposal.
- 5.3 Contract Award Process**
- 5.3.1 The RFP Coordinator will forward the results of the Proposal evaluation process to the appropriate Tennessee Tech official(s), who will consider the Proposal evaluation process results and all pertinent information available to make a determination regarding Contract award. Tennessee Tech 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 Tennessee Tech official.
- 5.3.2 After the appropriate official's determination, Tennessee Tech will issue an Intent to Award to identify the apparent best-evaluated Proposal. **Note: 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 Tennessee Tech will make the RFP files available for public inspection for a defined period following issuance of the Intent to Award and prior to Contract award. **By submitting a Proposal, the Proposer understands and agrees that its Proposal will become available to the public.**
- 5.3.4 The Proposer with the apparent best-evaluated Proposal must agree to and sign a contract with Tennessee Tech that shall be substantially the same as the RFP Pro Forma Contract. Prior to contract execution, Tennessee Tech reserves the right, at its sole discretion, to add terms and conditions or to revise Pro Forma Contract requirements in Tennessee Tech'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 deadline provided by Tennessee Tech. If the Proposer fails to provide the signed Contract by the deadline, Tennessee Tech may determine that the Proposer is non-responsive to the RFP terms and reject the Proposal.
- 5.3.6 If Tennessee Tech determines that an apparent successful Proposal is non-responsive and rejects the Proposal, the RFP Coordinator will re-calculate scores for each responsive Financial Proposal to determine a new potential contract awardee.

CONTRACTOR REQUIREMENTS FORM

In order to comply with statutory requirements and/or regulations, Tennessee Tech requires contractors to provide following information prior to the issuance of the contract. Please complete all information and sign as directed.



I. Ownership Information	
1. Contractor Legal Entity Name (Name used for tax filing purposes): _____	2. Is Contractor a permanent resident or citizen of the US? <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, state country of citizenship): _____ (Note: Contractors who are individuals and are not US citizens must complete a Foreign National Data Form prior to execution of contract.)
3. Kind of Ownership (Check all that apply):: <input type="checkbox"/> Government (GO) <input type="checkbox"/> Non-Profit (NO) <input type="checkbox"/> Majority (MJ) <input type="checkbox"/> Minority (MO)* <input type="checkbox"/> Woman (WO)* <input type="checkbox"/> Small (SB)* <input type="checkbox"/> State of TN Agency <input type="checkbox"/> Service-Disabled Veteran (SV)* <input type="checkbox"/> Certified Disabled (DB)* <i>*See reverse side of form for clarification of these categories.</i>	4. Minority / Ethnicity Code (Check one): <input type="checkbox"/> African American (MA) <input type="checkbox"/> Native American (MN) <input type="checkbox"/> Hispanic American (MH) <input type="checkbox"/> Asian American (MS) 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.) Check one only: <input type="checkbox"/> Small <input type="checkbox"/> Minority-Owned <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Service-Disabled Veteran <input type="checkbox"/> Certified Disabled
6. Certification: I certify that all of the information as completed above is accurate and true. (Signature required below.) Signed: _____ Date: _____ Name (Printed): _____ Title: _____	
II. Sales and Use Tax.	
As a contractual requirement under Tennessee law, vendors who contract with the state of Tennessee must be registered to collect sales tax if they make sales that are subject to the Tennessee sales and use tax. If you are already registered to collect Tennessee sales and use tax, please provide your registration number: _____ (Note: This number is NOT your federal ID number.) If you are not registered, please go to Tennessee Taxpayer Access Point (TNTAP) and under the header "Registration", select TN Vendor Contract Questionnaire . This will open a survey designed to evaluate whether you must register for sales and use tax. Based on your responses, you will be directed to either register or will be provided with a letter of exemption from sales tax collection. Please provide a copy of the exemption letter or evidence of registration to Tennessee Tech to satisfy this contractual requirement.	

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

- a) African American (a person having origins in any of the black racial groups of Africa);
- b) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- c) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
- d) Native American (a person having origins in any of the original peoples of North America).

Woman-Owned (WO) 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 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 (SB) means a business that is independently owned and operated for profit, is not dominant in its field of operation and is not an affiliate or subsidiary of a business dominant in its field of operation. The Governor's Office of Diversity Business Enterprise establishes small business guidelines on industry size standards. The criteria guidelines are required to be met in order for a business to be considered small. The annual receipts or number of employees indicates the maximum allowed for a small business concern and its affiliates to be considered small.

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

Service-Disabled Veteran Business Enterprise (SDVBE) means 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, and that:

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

Certified Disabled-Owned (DB) 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 BETWEEN
TENNESSEE TECHNOLOGICAL UNIVERSITY
AND
[CONTRACTOR NAME]**

This Contract, by and between Tennessee Technological University hereinafter referred to as “Tennessee Tech” and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the “Contractor,” is for the provision of providing an Intensive English Language Program (IEP), Pathway Program and Direct Recruitment Program on the university’s campus, as further described herein. The Contractor is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY]. The Contractor’s address is: [ADDRESS]

A. SCOPE OF SERVICES:

- A.1 Contractor shall provide an Intensive English Language Program (IEP), Pathway Program, and/or Direct Recruitment on Tennessee Tech’s campus. The Program will provide English language instruction for non-native English speakers in order to help develop English language skills for LEP (Limited English Proficient) students to enable matriculation into Tennessee Tech’s undergraduate and graduate programs. Contractor shall also provide additional services to the NEP (Non-English Proficient) members of the Upper Cumberland community. Additionally, Contractor shall provide Pathway programs for international applicants who need additional support. Other services include direct recruitment, assistance in processing and conversion of applicants, and digital programming. [THIS SECTION TO BE MODIFIED DEPENDING ON THE SERVICE(S) PROVIDED BY CONTRACTOR.]
- A.2 During the term of the Contract, Contractor shall not provide similar services to another postsecondary institution in the State of Tennessee without the prior approval of Tennessee Tech.

B. CONTRACT TERM:

- B.1 This Contract shall be effective for the period commencing on [DATE], and ending five (5) years thereafter. Tennessee Tech shall have no obligation for goods and/or services rendered by the Contractor which are not performed within the specified period.
- B.2 Term Extension. At the expiration of the initial 5-year contract term, Tennessee Tech shall conduct a thorough review of the Contract and may elect to extend this Contract for additional years, for a total contract term not to exceed ten (10) years. Any extension of the term of this Contract will be effected through an amendment to the Contract.

C. FINANCIAL TERMS AND CONDITIONS:

- C.1. [TERMS AND CONDITIONS DETAILING FREQUENCY OF PAYMENTS AND OTHER FINANCIAL TERMS AS CONTAINED IN THE RFP AND RFP RESPONSE SHALL BE INSERTED IN THIS SECTION, AS APPLICABLE.]

C.2 Payments to University. The payment of an amount(s) to Tennessee Tech by the Contractor shall not prejudice the university's right to object to or question the amount of payment or other matter in relation thereto. Such receipt of payment by Tennessee Tech shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts received therein.

C.3. Offsets. No offsets are permitted. In the event that one party is indebted to the other party, such debt shall be fulfilled by payment, not an offset against the debt of the other party.

D. CONTRACTOR RESPONSIBILITIES:

Contractor responsibilities and/or detailed Scope of Work are provided in Attachment 6.4.

If, during recruitment, the Contractor recommends students to another university, that will be considered a breach of contract and Tennessee Tech shall have the right to immediately terminate the Contract.

E. TERMS AND CONDITIONS:

E.1. Authorized Signatories and Counterparts. Tennessee Tech is not bound by this Contract until it is executed by Tennessee Tech's authorized official(s). If applicable, Contractor represents s/he is authorized to enter into this Contract on behalf of the entity named in the Contract. The parties agree that the Contract may be executed in counterparts, signed electronically and transmitted electronically.

E.2. Modification and Amendment. This Contract may be modified only through a written amendment executed by the parties.

E.3. Termination for Convenience. Tennessee Tech may terminate this Contract without cause for any reason. Termination under this Section E.3 shall not be deemed a Breach of Contract by Tennessee Tech. Tennessee Tech shall give the Contractor at least sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for approved services as of the termination date. 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.

E.4. Termination for Cause. It shall be the responsibility of the Contractor to perform its contractual duties on an ongoing basis as specified in the Contract. Failure to do so is considered a breach of contract. If Tennessee Tech feels that the Contractor is not performing its obligations at a satisfactory level, Tennessee Tech will notify the Contractor of its concerns in writing. With the notification, Tennessee Tech shall identify areas of improvement and will specify a time within which the Contractor shall cure such breach of contract. Should satisfactory improvement not be made, at the sole discretion of Tennessee Tech, Tennessee Tech shall have the right to terminate the contract with 30 days' notice. Notwithstanding the above, the Contractor shall not be relieved of liability to Tennessee Tech for damages sustained by virtue of any breach of this Contract by the Contractor.

E.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods and/or services performed under this Contract without obtaining the prior written approval of Tennessee Tech. Notwithstanding any use of approved subcontractors, the Contractor shall be the prime Contractor and shall be responsible for all work performed.

E.6. Conflicts of Interest. Contractor certifies its compliance with applicable federal and state laws, rules and regulations and Tennessee Tech policies with respect to Conflict of Interest, including, but not limited to the following:

- Pursuant to T.C.A. § 12-4-103, Contractor acknowledges that it is unlawful for any state official or employee to bid on, sell, or offer for sale, any merchandise, equipment or material, or similar commodity, to the state of Tennessee during the tenure of such official's or employee's office or employment, or for six (6) months thereafter, or to have any interest in the selling of the same to the state;

- Pursuant to TTU Policy 132, Conflict of Interest, Tennessee Tech prohibits purchases of merchandise, equipment, materials or similar commodities from a Tennessee Tech employee's business or from a family member's business. Family member, as defined by the policy, means a spouse or child dependent or non-dependent of Tennessee Tech employee, unless otherwise defined by statute.
- Pursuant to TTU Policy 132, Conflict of Interest, Tennessee Tech prohibits service contracts with an individual who is, or within the past six months has been a state employee. Contracts with the employee's spouse, a company or corporation in which a controlling interest is held by any state employee or the employee's spouse shall be considered, for the purpose of applying this rule, to be a contract with said individual.

- E.7. Nondiscrimination. Contractor acknowledges and agrees that no person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by federal, or Tennessee constitutional or state laws shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the Contract.
- E.8. Records. The Contractor shall maintain documentation for all charges against Tennessee Tech under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by Tennessee Tech, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- E.9. Monitoring. The State of Tennessee and Tennessee Tech shall be entitled to monitor this Contract to the extent allowed by T.C.A. § 12-3-602, and Contractor shall maintain books and records related to this Contract for three (3) years from the date of final payment.
- E.10. Strict Performance. Failure by either party 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.
- E.11. 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.
- E.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that the parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual goods and/or services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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

- E.13. Tennessee Tech Liability. Tennessee Tech shall have no liability except as specifically provided in this Contract. Contractor agrees that the Tennessee Claims Commission shall have exclusive jurisdiction to resolve disputes related to this Contract.

- E.14. Insurance. The Contractor shall maintain a commercial general liability policy, which 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 and which shall name Tennessee Tech and Tennessee Tech Foundation as additional insured. The Contractor shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law. The Contractor shall deliver to Tennessee Tech certificates of insurance upon request. 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 Tennessee Tech. The enumeration in the Contract of the kinds and amounts of liability insurance shall not abridge, diminish or affect the Contractor's legal responsibilities arising out of or resulting from the goods and/or services under this Contract.
- E.15. Force Majeure. Should an event (e.g., war, act of God, riot, natural disaster, etc.) beyond a party's reasonable control occur, that party will be excused from performing its obligations under this contract, provided the following provisions are met: (1) The affected party must promptly notify the other party of the occurrence of the event, its effect on performance, and how long that party expects it to last, and (2) the affected party shall update that information as reasonably necessary and use reasonable efforts to limit damage to the other party and to resume its performance under this agreement.
- E.16. Governing Law. This Contract shall be governed by the laws of the State of Tennessee without regard to its choice of law principles. Contractor shall comply with all applicable federal, state, and local laws and regulations and applicable Tennessee Tech policies and procedures.
- E.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- E.18. Communications and Contacts.

Tennessee Tech:

Charlie Wilkerson, Director of International Education
Tennessee Tech University
Box 5093
Derryberry Hall, Room 135
1 William L. Jones Drive
Cookeville, TN 38505
(931) 372-6525
cwilkerson@tntech.edu

With a copy to:

Donna Wallis, Director of Purchasing and Contracts
Tennessee Tech University
Purchasing and Contracts Office
Campus Box 5144
Derryberry Hall, Suite 301
1 William L. Jones Drive
Cookeville, TN 38505
(931) 372-3492
dwallis@tntech.edu

The Contractor:

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

All instructions, notices, consents, demands, or other communications shall be sent in a manner that verifies proof of delivery. All communications which relate to any changes to the Contract shall not be considered effective until agreed to, in writing, by both parties.

- E.19. (Reserved.)
- E.20. Breach. A party shall be deemed to have breached the Contract if any of the following occurs. 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.
- E.21. Intellectual Property. Contractor agrees that Tennessee Tech will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract.
- E.22. Competitive Procurements. If this Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, and/or services, such procurements shall be made on a competitive basis, when practical.
- E.23. Inventory/Equipment Control. No equipment shall be purchased under this Contract.
- E.24. Contract Documents. Included in this Contract by reference are the following documents:
- a. This Contract document and its attachments;
 - b. The Request for Proposal – Intensive English Program, Pathway & Direct Recruitment Provider and its associated amendments;
 - c. The Contractor's Proposal dated [DATE].

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

- E.25. (Reserved.)
- E.26. Hold Harmless. The Contractor agrees to indemnify and hold harmless Tennessee Tech as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action, including reasonable attorney's fees, which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for Tennessee Tech in the event such service is necessary to enforce the terms of this paragraph or otherwise enforce the obligations of the Contractor to Tennessee Tech hereunder.

In the event of any such suit or claim, Tennessee Tech shall give the Contractor immediate notice thereof and Contractor shall provide all assistance required by Tennessee Tech in Tennessee Tech's defense. The Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. The Contractor has no right to represent Tennessee Tech in any legal matter, such rights being governed by ***Tennessee Code Annotated***, Section 8-6-106.

- E.27. 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.28. Prohibition on Hiring Illegal Immigrants. Pursuant to T.C.A. § 12-3-309(b), Contractor attests by signature below that the Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract, and will not knowingly utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of this Contract.

E.29. Sales and Use Tax. Contractor certifies that the Contractor has either registered with the State of Tennessee's Department of Revenue for or does not make sales of goods or services that are subject to the collection of Tennessee sales and use tax, as required by T.C.A. § 12-3-306, and will provide proof of compliance upon request.

E.30. Data Privacy and Security.

Data Privacy. "Personal Information" means information provided to Contractor by or at the direction of Tennessee Tech, or to which access was provided to Contractor by or at the direction of Tennessee Tech, in the course of Contractor's performance under this Agreement 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 federal and state privacy and data protection laws, including without limitation, the Gramm-Leach-Bliley Act ("GLBA"); the Health Information Portability and Accountability Act ("HIPAA"); the Family Educational Rights and Privacy Act ("FERPA") of 1974 (20 U.S.C.1232g), the FTC's Red Flag Rules and any applicable federal or state laws, as amended, together with regulations promulgated thereunder.

Some Personal Information provided by Tennessee Tech 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 Tennessee Tech for at least five (5) years and agrees to become a "school official" as defined in the applicable Federal Regulations for the purposes of this Agreement.

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. Contractor represents and warrants that Contractor will use the Personal Information only for the purposes authorized by this Agreement and will not sell or share the Personal Information with any other person or entity.

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 Tennessee Tech with the name and contact information for an employee of Contractor who shall serve as Tennessee Tech's primary security contact and shall be available to assist Tennessee Tech twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Incident; (ii) notify Tennessee Tech of a Security Incident as soon as practicable, but no later than forty eight (48) hours after Contractor becomes aware of it, except where disclosure is prohibited by law; and (iii) notify Tennessee Tech of any such Security Incident by email to ociso@tntech.edu with a copy by e-mail to Contractor's primary business contact at Tennessee Tech.

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 Tennessee Tech for actual costs incurred by Tennessee Tech 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 Agreement, at Tennessee Tech's written request or upon the termination or expiration of this Agreement, Contractor shall return to Tennessee Tech 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.

- E.31. Service and Software Accessibility Standards. (Reserved.)
- E.32. NCAA Requirements. Contractor agrees, as applicable, to comply with relevant National Collegiate Athletic Association (NCAA) legislation, interpretations and policies, located on the [NCAA website](#) and as amended from time to time, on the use of a student-athlete's name or likeness. This duty to comply includes, but is not limited to, the requirements found in the relevant NCAA Division Manual, such as NCAA Rule 12.5.2 "Use of Student Athlete Name or Likeness." Contractor further agrees to immediately report any real or suspected violation of the NCAA legislation, interpretations, and/or policies to Amanda Thatcher, at AMiller@tntech.edu.
- E.33. Iran Divestment Act. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief, neither it nor any of its subcontractors, if applicable, is on the Iran Divestment Act (T.C.A. §§ 12-12-101 et seq.) list of entities or persons ineligible to contract with the State of Tennessee.
- E.34. Click-Wrap Agreements. If applicable to this Contract, the Contractor agrees that click-wrap agreements shall not be binding upon Tennessee Tech. No employee has the actual or apparent authority to enter into click-wrap agreements on behalf of Tennessee Tech without the approval of Tennessee Tech's President or his/her designee. No employee has the authority to modify, amend, or supplement this Agreement through a click-wrap agreement. This Agreement can only be modified, amended, or supplemented under these terms through a written amendment in accordance with Tennessee Tech's policies and procedures.
- E.35. Boycott of Israel. 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 T.C.A. § 12-4-119.

IN WITNESS WHEREOF:

[CONTRACTOR LEGAL ENTITY NAME]:

[NAME AND TITLE]

Date

TENNESSEE TECH:

Claire Stinson, Vice President for Planning & Finance

Date

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 6.4 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 Tennessee Tech, 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 shall remain valid for at least one-hundred twenty (120) days subsequent to the date of the Financial 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 Tennessee Tech policies and guidelines in the submission of its Proposal and, if the successful Proposer, in the performance of the Contract.
5. 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.
6. By signature below and/or upon submission of its Proposal, the 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.

SIGNATURE & DATE: _____

CONTRACT SCOPE & MANDATORY REQUIREMENTS

This is a two (2) part RFP where interested Proposers may submit proposals to the a) Services Type One, or b) Services Type Two, or c) both types of services. It should be clearly specified by the Proposer if they are responding to both types of services or one type of service.

Responsive Proposer must be able to provide all features and deliverables described below, in regards to that particular Services Type. Any Proposal which does not provide these features and deliverables will be considered non-responsive and may be rejected without further consideration, at Tennessee Tech's sole discretion.

Tennessee Tech wishes to secure strategic international enrollment partner which will provide:

1. Intensive English Program (IEP) which will assist in the recruiting of degree seeking international students for Tennessee Tech's undergraduate programs and graduate students who need additional assistance on their English language skills. The program should have a diverse recruitment base and thus not be limited to a few nations but shall be diverse in its number of recruitment resources. Diversity is important to Tennessee Tech and the IEP provider should have a proven track record showcasing diversity in its recruiting as well as its enrollments as well as matriculations into universities nationwide.
2. Direct entry student recruitment - Based on the current academic programs, current international student enrollment, strategic international plan, the IEP, and direct entry student recruitment and conversion services, this will provide the greatest potential to recruit a diverse mix of high-quality students at scale to Tennessee Tech's expectations.
3. Application processing and assist with conversion – Tennessee Tech is looking for the partner to provide an end-to-end recruitment, conversion, and operations-processing function.
4. Marketing and in-country support
5. Co-development of digital and in person pathway programs. By working with Tennessee Tech in their development or creation, the courses could be used academically in students' program of study. These are unique academic programs and student experiences that set up international students for success and progression through their degree program and provide international students with English language and academic bridge on-campus.

I. Overview of All Services

Tennessee Tech is seeking proposals for an experienced and qualified Contractor to perform the following services on its Cookeville campus: a) operate an Intensive English Language Program (IEP), b) assist Tennessee Tech in its development of a Pathway Program, and 3) assist in the recruitment of direct applicants on its campus, using its own personnel. The Program shall enable international students from various regions of the world to matriculate into a degree-seeking program at Tennessee Tech. The Contractor's Program shall a) offer Program participants a complete Accredited English language training program that is capable of assisting entering students with various language backgrounds and varying levels of English proficiency earn TOEFL scores required for admission to the university; b) possess the proven ability to recruit appropriate international students; c) contain a complete processing component to deal with all logistical issues necessary to ensure that the students are able to transfer from their home country to the university's facility; 4) have a proven network to help recruit direct applicants; and, 5) have experience in the development of pathway programs on university campuses. The Program would be flexible to either have SEVIS approval to admit non-immigrant students or permit the host university to maintain the non-immigrant students and issue documents to support student visas. The Tennessee Tech IEP, Pathway, and Direct Recruit program is expected fulfill a need for international students to interact with American students and vice versa through the following objectives:

Objective 1. Program participants will be offered a 5 to 8 weeks morning/early afternoon Intensive English as a Second Language (ESL) program focused on increasing proficiency of the Program participants in English language skills (speaking, listening reading, and writing) and also improving their test taking skills

to be applied toward the Test of English as a Foreign Language (TOEFL) exam. Through the Program, participants will:

- a) Facilitate, maintain and imitate clear inflection in conversation to improve speaking skills;
- b) Incorporate English vocabulary into conversation, acknowledge statements and respond to questions to improve listening skills;
- c) Improve English language vocabulary and reading skills eloquently in the context of engagement through a cultural reader text;
- d) Convey ideas through keyboarding and writing instruments to improve writing and technical skills to enhance competency and comfort with test taking techniques on the TOEFL test.

Objective 2. Program participants shall develop increased Academic English language confidence and skills through cultural enrichment opportunities arranged as a part of the Pathway Program in developing courses to help students improve their language development and gain university credits simultaneously. Other means could be provided such as afternoon/evening field trips, guest lectures, and interactive opportunities with organizations such as International Community Hospitality Association, Rotary, World Affairs Council and the University Services Center for Service Learning and Community Service. Through these extracurricular activities, participants will:

- a) Develop cultural awareness and perspective by visiting regional points of interest;
- b) Participate in on-site social events;
- c) Experience free time for exploration and participate in local activities;
- d) Attend seminars from guest speakers (role models) living near the university but hailing from countries within the above referenced geographic regions; and
- e) Improve understanding of American culture through academic and social components.

Objective 3 The provider will utilize its diverse network of Offices around the world to promote Tennessee Tech, for students who could be admitted directly to the university, and would not necessarily need ESL classes. The various types of applicants would be:

- a) Freshmen, students who finished high school in the past year
- b) Transfer students who would be requesting some transfer credits
- c) Non-degree students who are college students at home, who want a semester abroad experience
- d) Graduate students, who are looking for a Masters or PhD program.

II. Type One Services– Intensive English Program (IEP) and Pathway Program

Estimated IEP Enrollment Numbers*:

Year One = 20
Year Two = 30
Year Three = 35
Year Four = 40
Year Five = 50

Estimated Pathway Enrollment Numbers*:

Year One = 5
Year Two = 10
Year Three = 15
Year Four = 20
Year Five = 25

The Proposer must have an accredited English Language Curriculum, preferably by Accreditation Council for Continuing Education and Training (ACCET) or The Commission on English Language Program Accreditation (CEA), or continue to facilitate the curriculum utilized at the TTU's Center for ESL.

Proposer shall provide a minimum 2 session per semester program, with times of class services for morning/early afternoon academic program. The comprehensive Program will offer a minimum 2 sessions each semester. Goals of the Program will include improvement of English language skills (speaking, listening, reading, note taking, academic integrity, essay and research writing and making presentations) and improvement of students' test taking skills to be applied towards TOEFL. The Program shall develop increased English language confidence and skills through cultural enrichment opportunities with afternoon/ evening field trips, guest lectures

and interactive opportunities with organizations in addition to classroom observation. The classes shall be designed to develop the student's proficiency in the English language in an academic setting and extend the student's competence in basic communication skills. The student will build on his or her awareness of and use of basic English structure and vocabulary with an aim to improve writing skills in an academic setting.

The Proposer shall be responsible for staffing a Student Services Coordinator, whose responsibilities will involve but not be limited to, 24-hour call support, logistical advice, as well as other student requests or services.

The Proposer will act as support of any logistical arrangements by the student for travel to the United States and airport pickup services from Nashville International Airport or McGhee Tyson Airport in Knoxville, TN. The Contractor shall also provide logistics with airport providers, or provide transportation options for students to and from campus as necessary, for students not living in on-campus housing.

The Proposer must be an official testing site for an academic test in the future.

The Proposer must require its students to be insured with adequate medical insurance which covers repatriation and medical evacuation. (Note: Program participants who have been admitted to Tennessee Tech qualify for international student insurance currently available through a provider that maintains the minimal coverage, repatriation and medical evacuation.)

The Proposer must offer its students campus orientation, counseling, programming, and academic support.

Tennessee Tech shall offer meal plans for purchase by Program participants through its Food Services vendor at a rate similar to other university students.

Tennessee Tech has many student services available on campus for additional charges per student. These services will be required as an advantage for the international students to become familiar with the campus and communicate with other University students. Examples of these services include recreation center, computer access and labs, swimming pool, and library access.

Tennessee Tech will supply dedicated classroom, storage, and office space to the successful Proposer for its use. Temporary office space will be available in the Derryberry room 135 and on the 4th floor, in 2025. Additional instructional space will be available for the Spring 2025 semester in Foundation Hall. Tennessee Tech plans to provide space in Henderson Hall, Oakley Hall and Foundation Hall.

The Proposer is responsible for supplying all instructional materials necessary for the operation of the IEP. This includes, but may not be limited to, text books, equipment including copy machine(s), office computers, student lab computers, and any other instructional support materials and equipment.

The successful Proposer will pay Tennessee Tech monthly service billings for services including postal charges, Internet and telephone access.

The Proposer must provide a housing plan for its students. The Proposer has the option of making arrangements with Tennessee Tech's Residential Life or a local housing vendor to supply off-campus housing for the students. If the Proposer chooses to contract with an off-campus housing vendor, the living quarters must be within walking distance to the Tennessee Tech campus. Linens, cookware, and other necessary items not supplied by the housing facility will be the responsibility of the Contractor. The Contractor is responsible for periodic cleaning of all student housing, and for cleaning between resident rental periods at the housing facilities.

During the term of the Contract, Contractor shall not provide similar services to another postsecondary institution in the State of Tennessee without the prior approval of Tennessee Tech.

It shall be the responsibility of the successful Proposer to perform its contractual duties on an ongoing basis as specified in the Contract. Failure to do so is considered a breach of contract. If Tennessee Tech feels that the Contractor is not performing its obligations at a satisfactory level, Tennessee Tech will notify the Contractor of its concerns in writing. With the notification, Tennessee Tech shall identify areas of improvement and will specify a time within which the Contractor shall cure such breach of contract. Should satisfactory improvement not be made, at the sole discretion of Tennessee Tech, Tennessee Tech shall have the right to terminate the contract

with 30 days' notice. Notwithstanding the above, the Contractor shall not be relieved of liability to Tennessee Tech for damages sustained by virtue of any breach of this Contract by the Contractor.

****Proposer must initial here** to confirm that the above requirements have been read and understood, and that Proposer's response addresses all requirements and meets these specifications: _____

III. Type Two Services – Direct Recruitment

Estimated Recruitment Enrollment Numbers*

Year One = 15

Year Two = 20

Year Three = 45

Year Four = 60

Year Five = 75

The Proposer must have a proven ability to internationally recruit students into the university. The Proposer must have relationships with recruiters in other countries and actively recruiting students into the IEP will be a material requirement of the Contract.

The Proposer must have a proven ability to internationally recruit students into the IEP. Tennessee Tech desires a large, diverse recruitment base.

The Contractor will handle day to day recruitment efforts abroad; Tennessee Tech will support all recruitment efforts, with visits by the Admissions, Graduate, and Faculty, for example, to show how direct the relationship is. Students will have opportunities to speak to Tennessee Tech officials directly or in-directly online.

Tennessee Tech is looking for the Contractor to provide an end-to-end recruitment, conversion, and operations-processing function. Contractor will perform application processing and assist with conversion.

The Proposer is responsible and must provide staffing and procedures to follow all requirements provided by the Department of Homeland Security to warrant International Students in the United States.

The Proposer must be SEVP (Student Exchange Visitor Program) Certified and permitted to admit non-immigrant students in the event they will operate the program directly.

During the term of the Contract, Contractor shall not provide similar services to another postsecondary institution in the State of Tennessee without the prior approval of Tennessee Tech.

It shall be the responsibility of the successful Proposer to perform its contractual duties on an ongoing basis as specified in the Contract. Failure to do so is considered a breach of contract. If Tennessee Tech feels that the Contractor is not performing its obligations at a satisfactory level, Tennessee Tech will notify the Contractor of its concerns in writing. With the notification, Tennessee Tech shall identify areas of improvement and will specify a time within which the Contractor shall cure such breach of contract. Should satisfactory improvement not be made, at the sole discretion of Tennessee Tech, Tennessee Tech shall have the right to terminate the contract with 30 days' notice. Notwithstanding the above, the Contractor shall not be relieved of liability to Tennessee Tech for damages sustained by virtue of any breach of this Contract by the Contractor.

*All enrollment figures presented above are estimates only, to be used in the Proposal evaluations. They do not represent a guarantee of nor a limit on actual enrollments.

****Proposer must initial here** to confirm that the above requirements have been read and understood, and that Proposer's response addresses all requirements and meets these specifications: _____

IV. Additional Services

Proposer may offer services in addition to those required by and described in this RFP. The additional services may be added to the Contract before contract signing at the sole discretion of Tennessee Tech. Revenue/pricing

information associated with additional services must be provided ONLY IN THE FINANCIAL PROPOSAL. Please note that proposed additional services will not be used in evaluating the proposal.

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A

SECTION A — MANDATORY REQUIREMENTS

TECHNICAL PROPOSAL & EVALUATION GUIDE

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

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

PROPOSER LEGAL ENTITY NAME:

- The Proposer must deliver its proposal to and the proposal must be received by the Purchasing and Contracts Office of Tennessee Tech no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.
- The Technical Proposal and the Financial Proposal documentation must be packaged separately as required (refer to RFP Section 3.1., *et. seq.*).
- The Technical Proposal must NOT contain financial information of any type.
- The Technical Proposal must NOT contain any restrictions of the rights of the State/Tennessee Tech 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 a completed Contractor Requirements Form (Attachment 6.1).	
	A.2.	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.	
	A.3.	Provide Contract Scope & Mandatory Requirements (Attachment 6.4), initialed to indicate acceptance.	
	A.4.	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 Tennessee Tech) and, if so, the nature of that conflict. NOTE: Determination of conflict of interest shall be solely within the discretion of Tennessee Tech, and Tennessee Tech reserves the right to cancel any award.	

	A.5.	Provide a copy of a current certificate of liability insurance. If Proposer's current limits/coverages do not meet Tennessee Tech's requirements, the successful Proposer will be required to submit a valid, current certificate of insurance that meets the requirements prior to contract award.	
	A.6	Provide credentials regarding the Proposer's capabilities to provide the services as set out in the RFP, including information regarding contracts with customers of similar size and scope as Tennessee Tech.	
	A.7	The Proposer must have - and demonstrate - a proven ability to internationally recruit students into the English Language Program at Tennessee Tech. Provide evidence of recruiting relationships in other countries and demonstrate your success in international recruiting.	

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 Tennessee Tech employees, will independently evaluate and score the Proposal’s “qualifications and experience” responses. Point values may be rounded to 2 decimal places.

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
B.1	Describe the Proposer’s form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, email address and telephone number of the person Tennessee Tech 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 narrative to include the following information relative to Proposer: <ul style="list-style-type: none"> • Year founded • Number of offices and locations • Top three (3) officers, titles and years with the company • Number of employees
B.8	Provide a narrative description of the proposed project team and its organizational structure. Lists its members and include resumes for each.

	<p>B.9 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.</p>	
	<p>B.10 Provide a listing of all higher education institutions where Proposer currently operates an IEP program. Include the following information for each:</p> <ul style="list-style-type: none"> • Length of time Proposer has operated program at this site; • Number of program participants for each year during its operation (to demonstrate program viability and growth); and • Name and email address of university administrator(s) who work closely with the Program and is/are best qualified to provide feedback regarding the Program; <p style="text-align: center;">-or-</p> <p>b) Provide a listing of all higher education institutions where Proposer currently conducts direct recruiting. Include the following information for each:</p> <ul style="list-style-type: none"> • Length of time Proposer has operated at this site; • Number of students recruited for each year during its operation; and <p style="padding-left: 40px;">Name and email address of university administrator(s) who work closely with the Proposer and is/are best qualified to provide feedback regarding the Program</p> <p><i>Note: Tennessee Tech reserves the right to contact or visit any campus where the Proposer currently operates an IEP Program to ascertain information with respect to the Program's operation and success, as determined by the campus community.</i></p>	
	<p>B.11 Provide a listing of all higher education institutions in the U.S. where Proposer has operated an IEP Program or Direct Recruitment Program (or both). Give reason for termination of contract (if applicable) and the name and email address of the primary contact person at the university regarding the Program.</p>	
<p>(Maximum Section B Score = 30)</p>		

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C

**PROPOSER
NAME:**

SECTION C – TECHNICAL APPROACH. Do not include any financial information in the Technical Proposal response. 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 Tennessee Tech employees, will independently evaluate and score the proposal’s response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

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

Proposal Page # (to be completed by Proposer)	Technical Approach Items	Score
	<p>C.1 Proposer shall provide a narrative response as to its understanding of all of the requirements listed in Attachment 6.4 and how it proposes to meet Tennessee Tech’s needs in the areas noted in Attachment 6.4.</p> <p>Maximum points =</p>	
	<p>C.2 The Proposer must have an accredited English Language Curriculum, preferably by Accreditation Council for Continuing Education and Training (ACCET) or The Commission on English Language Program Accreditation (CEA). The Proposer shall provide documentation on the levels of instruction, format, and amount of time necessary for students to become proficient enough to earn appropriate TOEFL scores or continue to facilitate the curriculum utilized at the TTU’s Center for ESL. This documentation should be based on historical data from current programs at institutions similar to Tennessee Tech.</p> <p>Maximum points =</p>	
	<p>C.3 Proposer must provide documentation on the number of students they have with institutions similar to Tennessee Tech. If a Proposer does not have a history with a university similar to Tennessee Tech, they must supply projections and the basis for those projections.</p> <p>Maximum points =</p>	
	<p>C.4 The Proposer must provide documentation on the levels of instruction, format, and amount of time necessary for students to become proficient enough to earn appropriate TOEFL scores. This documentation should be based on historical data from current programs at institutions similar to Tennessee Tech.</p> <p>Maximum points =</p>	
	<p>C.5 The Proposer must provide a plan for increasing student matriculation into Tennessee Tech. Include documentation on the number of student matriculations with institutions similar to Tennessee Tech after completion of its Program. If a Proposer does not have a history with a university similar to Tennessee Tech, the Proposer must supply projections and the basis for those projections. The Proposer should address special needs of students who have academic needs in other subjects.</p>	

	Maximum points =	
	<p>C.6 The Proposer must have a proven ability to internationally recruit students into the Tennessee Tech IEP. Tennessee Tech desires a large, diverse recruitment base. The Proposer must provide a listing of recruiting relationships they currently have in other countries and provide information as to how the Proposer plans to use its diverse base to recruit students to the Tennessee Tech IEP and ultimately lead to an increase into the university's degree seeking programs.</p> <p>Maximum points =</p>	
	<p>C.7 Proposer shall provide information regarding the size and structure of its proposed staff both at the beginning of the program, as well as its plans for proposed Program growth.</p> <p>Maximum points =</p>	
	<p>C.8 Proposer shall describe its management of logistical arrangements for student transportation, beginning with arrival at a local airport.</p> <p>Maximum points =</p>	
	<p>C.9 Proposer shall describe its medical insurance program which covers repatriation and medical evacuation. (Note: Program participants who have been admitted to Tennessee Tech qualify for international student insurance currently available through the university.)</p> <p>Maximum points =</p>	
	<p>C.10 The Contractor must offer the students: campus orientation, counseling, programming, and academic support. Programs should demonstrate commitment to multi-ethnicity and multiculturalism. Programs should also improve understanding of American culture through. Proposer should have experience working with on- and off-campus organizations to attain these results. Please describe your program.</p> <p>Maximum points =</p>	
	<p>C.11 Tennessee Tech will supply dedicated classroom, storage, and office space. The Proposer must provide a complete description of all office, storage, and classroom space required. This shall include the number of offices, computer lab, and classroom space including size requirements. Temporary office space will be available in the Derryberry Hall, Room 135 and on the 4th floor in 2025l.</p> <p>Maximum points =</p>	
	<p>C.12 The Proposer must present a proposed housing plan for its students. The Proposer has the option of making arrangements with Tennessee Tech's Residential Life or a local housing vendor to supply off-campus housing for the students. Please describe Proposer's plan.</p> <p>Maximum points =</p>	

	<p>C.13 With this contract Tennessee Tech seeks to partner with a Contractor who can provide the best services in a manner that best suits the needs of the university with respect to recruitment and retention of students of the Program. Please describe your efforts at retention and historical retention numbers at institutions similar to Tennessee Tech.</p> <p>Maximum points =</p>	
SECTION C TOTAL MAXIMUM SCORE		45

FINANCIAL PROPOSAL & SCORING GUIDE

FINANCIAL PROPOSAL & SCORING GUIDE			
NOTICE TO PROPOSER: This Financial Proposal MUST be completed EXACTLY as shown.			
PROPOSER NAME:			
SIGNATURE & DATE:			
NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer company president, evidence SHALL be attached showing the Signatory's authority to bind the Proposer.			
SECTION A — Financial Proposal & Scoring Guide			
FINANCIAL PROPOSAL SCHEDULE			
<p>The proposed revenue, detailed below, shall indicate the proposed revenue for the entire scope of service including all services to be provided as defined in the RFP Attachment 6.2. Pro Forma Contract, Scope of Services for the total contract period. The proposed revenue and the submitted technical proposal associated with this revenue shall remain valid for at least 120 days subsequent to the date of the Financial Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the University. All monetary amounts are United States currency.</p> <p>*****</p> <p>The Proposer must present a detailed financial plan of gross profit from tuition to Tennessee Tech. It shall be the Contractor's responsibility to collect student fees, including housing, and pay all amounts due Tennessee Tech prior to registration of student. (Note: A non-refundable housing deposit is due the university at least 30-days prior to start of the semester for which the student will be enrolled.) Student tuition costs to the Proposer and the percentage of those tuition costs that return to Tennessee Tech must be clearly identified (Use additional sheets as necessary to provide details of cost/revenue), using this table to provide summary of net revenue to be paid to Tennessee Tech on an annual basis. Include any proposed guarantee of revenue and/or per student fee to be paid to Tennessee Tech by the Contractor.</p> <p>Because of Tennessee Tech's commitment of services to the Program, a minimum \$10,000 per year guarantee is required to be paid to the University by the Contractor. At the end of the contract year, such guarantee will be applied to the total due the University from the Contractor, as a result of operations. All payments shall be made at frequencies as determined by the University and the Contractor and shall be paid within 30 days following the determination of the amount owed.</p> <p>FOR PURPOSES OF EVALUATION ONLY, PROPOSERS SHALL USE THE FOLLOWING PROJECTED ENROLLMENT NUMBERS. THESE NUMBERS DO NOT REPRESENT A COMMITMENT ON BEHALF OF EITHER PARTY, BUT ARE TO BE USED AS A TOOL TO ADEQUATELY AND FAIRLY EVALUATE THE PROPOSALS.</p>			
	IEP	PATHWAY	DIRECT RECRUITMENT
CONTRACT YEAR	PROJECTED ENROLLMENT	PROJECTED ENROLLMENT	PROJECTED ENROLLMENT
1	20 Students	5 Students	15 students
2	30 Students	10 Students	20 students
3	35 Students	15 Students	45 students
4	40 Students	20 Students	60 students
5	50 Students	125 Students	75 students

Revenue Item Description (to be completed by Proposer)**	Proposed Revenue							
	Year 1	Year 2	Year 3	Year 4	Year 5			
<p><i>The RFP Coordinator shall use the evaluation revenue amount derived from the proposed revenue amounts above and the following formula to calculate the FINANCIAL PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.</i></p>						<p>Evaluation Revenue Amount: <i>(sum of all weighted revenue amounts above)</i></p>		
<p style="text-align: center;"> $\frac{\text{Amount of Financial Proposal being Evaluated}}{\text{Highest Evaluated Financial Proposal}} \times 25 = \text{SCORE}$ </p>								

** Proposer should include additional pages if / as necessary.

SCORE SUMMARY MATRIX

	<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>	
QUALIFICATIONS & EXPERIENCE (maximum: 30 points)						
<i>EVALUATOR 1</i>						
<i>EVALUATOR 2</i>						
<i>EVALUATOR 3</i>						
	AVERAGE/ TOTAL:		AVERAGE/ TOTAL:		AVERAGE/ TOTAL:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 45 points)						
<i>EVALUATOR 1</i>						
<i>EVALUATOR 2</i>						
<i>EVALUATOR 3</i>						
	AVERAGE/ TOTAL:		AVERAGE/ TOTAL:		AVERAGE/ TOTAL:	
	TECHNICAL SCORE:		TECHNICAL SCORE:		TECHNICAL SCORE:	
FINANCIAL PROPOSAL (maximum: 25 points)						
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100 points)						

ATTACHMENT 6.8

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

1. Attachment 6.5 Section A – Mandatory Requirements:
 - Completed, signed and dated Contractor Requirements Form (A.1)
 - Completed, signed and dated Proposal Transmittal and Statement of Certifications and Assurances (A.2)
 - Initialed Attachment 6.4 (A.3)
 - Statement regarding Conflict of Interest (A.4)
 - Current Certificate of Insurance (A.5)
 - Information regarding credentials of Proposer (A.6)
 - Evidence of recruiting relationships in other countries success in international recruiting (A.7)

2. Submission of Proposal
 - On-Time Submittal per deadline contained in Section 2, Schedule of Events
 - Separately Sealed Financial & Technical Proposals
 - NO Financial Proposal Data** of **ANY** type in Technical Proposal
 - One (1) Original Technical Proposal
 - One (1) Electronic Technical Proposal (flash drive, packaged with Technical Proposal)
 - One (1) Original Financial Proposal
 - One (1) Electronic Financial Proposal (flash drive, package with Financial Proposal)

* 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.