



# TENNESSEE TECHNOLOGICAL UNIVERSITY

## Request for Quotations

### INTERPRETING SERVICES

Quotation Due	January 28, 2016
Date/Time:	3:00 p.m. Central Time

---

*Electronic copies of this Request for Bid available by contacting Donna Wallis at [dwallis@tntech.edu](mailto:dwallis@tntech.edu)*

# 1 INTRODUCTION

## 1.1 Background

The Tennessee Board of Regents (TBR) is the sixth largest system of public higher education in the nation, with 45 campuses, over 185,000 students, and 13,000 full-time employees. The system consists of six universities – one of which has a law school and one of which has a medical school, 13 community colleges, 26 technical centers, and the system office. Institutions are located in 90 of the 95 counties in Tennessee, and offer a large variety of degrees and services.

Institutions vary in complexity and size from a research intensive university with approximately 20,000 students, to a comprehensive university with over 21,000 students, to 4 regional universities (one that includes a medical school), to 13 community colleges, ranging in size from over 11,000 students to less than 3,000 students. The TBR system also includes 26 Tennessee Technology Centers which offer a wide variety of technical and vocational certificate programs.

Tennessee Technological University (hereinafter “University”) is a public, co-educational and comprehensive university located in Cookeville, TN. The University houses six academic divisions with a total student enrollment of over 11,500 students. The University has been named one of America's 100 Best College Buys for 2010, earning designation as one of the nation's best college educations for the cost. TTU stands as one of the Top 10 “Public Regional Universities” in the South, according to the 2011 report America's Best College guide published by U.S. News & World Report. For the sixth time, the University was named a “Best in the Southeast” college by The Princeton Review.

## 1.2 Statement of Purpose

Tennessee Technological University has issued this Request for Quotation (RFQ) to define the University's minimum service requirements; solicit Bids; detail Bid requirements; and, outline the University's process for evaluating Bids and selecting the contractor.

Through this RFQ, University seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are small, minority, or women-owned an opportunity to do business with the University as contractors and subcontractors. Vendors must complete the Minority/Ethnicity form (See Attachment A for form and classification definitions)

The University intends to secure a contract for On-Site Interpreting Services and Remote CART Services for the deaf/hearing-impaired.

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

The RFQ Attachment B, *Pro Forma* Contract details the University's required:

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

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

## 1.4 Coverage and Participation

It is acknowledged that Tennessee Technological University is issuing this Bid on behalf of all TBR Members Institutions and the University of Tennessee System of Higher Education that desire to purchase under a resulting Agreement.

## 1.5 Nondiscrimination

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

The University 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.

Libby Gays, Director, Human Resources  
P.O. Box 5132  
Cookeville, TN 38505  
Phone: 931-372-3039

## 1.6 Assistance to Bidders with a Disability

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

## 1.7 RFQ Communications

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

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

Donna Wallis – Assistant Director, Purchasing  
Tennessee Technological University  
1 William L. Jones Drive, Suite 301  
P.O. Box 5144  
Cookeville, TN 38505  
Phone: 931-372-3492  
Fax: 931-372-3727  
dwallis@tntech.edu

1.7.2 The University has assigned the following RFQ identification that must be referenced in all communications regarding the RFQ:

RFQ-INTERPRETING SERVICES

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

1.7.4 Each Bidder shall assume the risk of the method of dispatching any communication or Bid to the University. The University assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or electronic "postmarking" of a communication or Bid to the University by a deadline date shall not substitute for actual receipt of a communication or Bid by the University.

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

- 1.7.6 The University reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The University's official responses and other official communications pursuant to this RFQ shall constitute an amendment of this RFQ.
- 1.7.7 The University will convey all official responses and communications pursuant to this RFQ to the potential Bidders to whom the University mailed a Request for Quotation. Responses to questions/comments will be posted via Addendum to the Purchasing webpage at [www.tntech.edu/planning-and-finance/purchasing/upcomingbids](http://www.tntech.edu/planning-and-finance/purchasing/upcomingbids).
- 1.7.8 Only the University's official, written responses and communications shall be considered binding with regard to this RFQ.
- 1.7.9 The University reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFQ (e.g., written, facsimile, electronic mail, or Internet posting). All relevant communications will be posted to the Purchasing webpage at [www.tntech.edu/purchasing/upcomingbids/](http://www.tntech.edu/purchasing/upcomingbids/)
- 1.7.10 Any data or factual information provided by the University, in this RFQ or an official response or communication, shall be deemed for informational purposes only, and if a Bidder relies on such data or factual information, the Bidder should either: (1) independently verify the information; or, (2) obtain the University's written consent to rely thereon.

## **1.8 Bid Deadline**

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

## 2 RFQ SCHEDULE OF EVENTS

The following Schedule of Events represents the University'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., CST.

RFQ SCHEDULE OF EVENTS		
<b>NOTICE: The University reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The University will communicate any adjustment to the Schedule of Events to the potential Bidders.</b>		
EVENT	TIME	DATE ( <u>all</u> dates are University business days)
1. University Issues RFQ		1/13/2016
2. Disability Accommodation Request Deadline		1/21/2016
3. Bid Deadline		1/28/2016
4. University Issues Intent to Award Letter <u>and</u> Opens RFQ Files for Public Inspection		1/29/2016
5. Contract Effective Date		2/8/2016

### **3 BID REQUIREMENTS**

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

- 3.1 The University must receive all Bids in response to this RFQ, at the following address, no later than the Bid Deadline time and date in the RFQ Section 2, Schedule of Events. Late Bids will not be considered and will remain unopened and filed in the RFQ file.

1 William L. Jones Drive, Suite 301  
Cookeville, TN 38505

- 3.2 A Bid must be typewritten or hand-written in ink. A Bidder may not deliver a Bid orally or solely by means of electronic transmission.

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

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

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

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

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.

#### **4.2 RFQ Amendment and Cancellation**

The University reserves the unilateral right to amend this RFQ in writing at any time. If an RFQ amendment is issued, the University will communicate such amendment to the potential Bidders who were mailed the original RFQ. Each Bid must respond to the final written RFQ and any exhibits, attachments, and amendments. Any Amendments and/or Addendums will be posted to [www.tntech.edu/planning-and-finance/purchasing/upcomingbids](http://www.tntech.edu/planning-and-finance/purchasing/upcomingbids).

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

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

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

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

- 4.3.3 A Bid of alternate services (*i.e.*, a Bid that offers services different from those requested by this RFQ) shall be considered non-responsive and rejected.
- 4.3.4 A Bidder may not restrict the rights of the University or otherwise qualify a Bid. The University may determine such a Bid to be a non-responsive counteroffer, and the Bid may be rejected. A link to the impermissible clauses or copies of impermissible provisions is available from RFQ Coordinator upon request.
- 4.3.5 A Bidder may not submit the Bidder's own contract terms and conditions in a response to this RFQ. If a Bid contains such terms and conditions, the University may determine, at its sole discretion, the Bid to be a non-responsive counteroffer, and the Bid may be rejected.
- 4.3.6 A Bidder shall not submit more than one Bid. Submitting more than one Bid shall result in the disqualification of the Bidder unless specifically provided for in this RFQ.
- 4.3.7 A Bidder shall not submit multiple Bids in different capacities. This prohibited action shall be defined as a Bidder submitting one Bid as a prime contractor and permitting a second Bidder to submit another Bid with the first Bidder offered as a subcontractor. This restriction does not prohibit different Bidders from offering the same subcontractor as a part of their Bids, provided that the subcontractor does not also submit a Bid as a prime contractor. Submitting multiple Bids in different capacities may result in the disqualification of all Bidders knowingly involved.
- 4.3.8 The University shall reject a Bid if the Cost Bid was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Bidder. Regardless of the time of detection, the University shall consider any of the foregoing prohibited actions to be grounds for Bid rejection or contract termination.
- 4.3.9 The University shall not contract with or consider a Bid from:
- 4.3.9.1 an individual who is, or within the past six months has been, a state employee. An individual shall be deemed a state employee until such time as all compensation and terminal leave has been paid. Contracts with a company or corporation in which a controlling interest is held by any state employee or the employee's spouse shall be considered, for the purpose of applying this rule, to be a contract with the individual.
- 4.3.9.2 a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
- 4.3.9.3 a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person;
- 4.3.9.4 any individual, company, or other entity involved in assisting the University in the development, formulation, or drafting of this RFQ or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Bidders, and such individual, company, or other entity may not submit a Bid in response to this RFQ.
- 4.3.10 The University reserves the right, at its sole discretion, to waive a Bid's variances from full compliance with this RFQ. If the University waives minor variances in a Bid, such waiver shall not modify the RFQ requirements or excuse the Bidder from full compliance with the RFQ.

#### **4.4 Incorrect Bid Information**

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

#### **4.5 Bid of Additional Services**

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

#### **4.6 Assignment and Subcontracting**

4.6.1 The Bidder awarded a contract pursuant to this RFQ may not subcontract, transfer, or assign any portion of the Contract without the University's prior, written approval.

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

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

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

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

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

#### **4.8 Insurance**

Successful Bidder will be required to carry adequate public liability and other appropriate forms of insurance, to pay all taxes incurred in performance of the contract, and otherwise protect and hold the University harmless from any and all liability arising as a result of this contract which does not result from the University's own negligence.

#### **4.9 Sales and Use Tax**

Before the Contract resulting from this RFQ is signed, the apparent successful Proposer must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: [TN.Revenue@tn.gov](mailto:TN.Revenue@tn.gov).

#### **4.10 Financial Stability**

The successful Bidder may be required to provide information to the University to demonstrate financial stability and capability prior to award of contract.

#### **4.11 Bid Withdrawal**

A Bidder may withdraw a submitted Bid at any time up to the Bid Deadline time and date in the RFQ Section 2, Schedule of Events. To do so, a Bidder must submit a written request, signed by a Bidder's



authorized representative to withdraw a Bid. After withdrawing a previously submitted Bid, a Bidder may submit another Bid at any time up to the Bid Deadline.

#### **4.12 Bid Errors and Amendments**

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

#### **4.13 Bid Preparation Costs**

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

#### **4.14 Continued Validity of Bids**

All Bids 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 Bidders' offers are valid for a period of time sufficient for thorough consideration. Bids which do not so state will be presumed valid for one hundred twenty (120) days.

#### **4.15 Disclosure of Bid Contents**

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

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

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

#### **4.16 Contractor Registration**

All service contractors must complete a vendor application with University and become a registered vendor. The vendor application submitted by the Bidder will be sent to the Governor's Office of Diversity Business Enterprise for official certification. However, registration with the University is not required to make a Bid (any unregistered service provider must simply register as required prior to the final contract approval). Refer to the following Internet URL to obtain the University's vendor application instructions and forms: <https://ttuweb2.tntech.edu/purchasing/vendorreg/VendorLogin.asp>

#### **4.17 Contract Approval**

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

#### **4.18 Contract Cancellation**

Either party reserves the right to cancel the contract with a sixty (60) day written notice.

#### **4.19 Contract Term**

The University intends to enter into a contract with an expected effective period beginning on the date of execution and ending one year thereafter. The University reserves the right to renew the contract on

an annual basis for up to four (4) additional one-year terms at its option. The University reserves the right to cancel the Contract if sufficient funding for its continuance is not appropriated by the General Assembly of the State of Tennessee.

#### **4.20 Contract Payments**

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

#### **4.21 Contract Monitoring**

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

#### **4.22 Severability**

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

#### **4.23 Policy and Guideline Compliance**

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

#### **4.24 Protest Procedures.** The University's Bid Protest procedures are available at <https://policies.tbr.edu/policies/purchasing-policies-and-procedures#Protested-Bids>. Reference Section XVII of this policy.

### **5 SPECIFICATIONS AND REQUIREMENTS**

- 5.1** Contractor shall coordinate and provide interpreting services and high quality, real time, in class interpreting/remote CART for deaf/hearing impaired students at the main campus and all satellite campuses at a cost per hour with a two (2) hour minimum.
- 5.2** Contractor will provide sign language interpreters and high quality, real time, interpreting/remote CART in the absence of a regular assigned service provider at no additional charge.
- 5.3** Interpreters must be certified through the National Registry of Interpreters for the Deaf or the National Association of the Deaf.
- 5.4** Contractor must be available to work any time classes are in session, which may change from time to time. The number of interpreters needed will vary from semester to semester.
- 5.5** Compensation should be billed per hour and should include a \$10.00 per hour discount for every student beginning with the third student.
- 5.6** Contractor shall provide, or be responsible for providing, on site sign language interpreters for deaf/hearing impaired students. Hourly cost, with two (2) hour minimum per day, to include portal-to-portal rate not to exceed 1.5 hours each way.

- 5.7** Contractor shall provide high quality, real time, in class Remote CART for deaf/hearing impaired students. Services shall meet the specifications in Section 5.8, below.
- 5.8** Communication Access Real-Time (CART) Translation – Remote CART Specifications:
- 5.8.1** Offer Remote CART for an individual or group in any size setting at any location in the country where an internet connection is available. Real-time text will be displayed in a secure web environment that will allow an APSU representative to log in and view what the student is viewing during a live session/class.
- 5.8.2** Offer C-Level CART, a meaning for meaning translation that provides a summary of the overall content of the spoken presentation, as well as, word-for-word real-time translation.
- 5.8.3** Offer Offline captioning: the translating, proofing, and encoding of prerecorded material such as videos, television shows and movies, etc.
- 5.8.4** Offer Broadcast Captioning: television streaming of captions that are provided in closed or open forms.
- 5.8.5** Offer Closed Captioning: that can be turned on or off via a remote control, and viewable only when turned on.
- 5.8.6** Offer Open Captioning: captions that continuously remain on and cannot be turned off.
- 5.8.7** Offer Webcasting/Webstreaming where individuals connect, communicate and interact from two or more geographic locations, captions are streamed in real-time via an internet server for display on computers or video screens.
- 5.8.8** Offer Large Screen Captioning: Captions are projected onto a large screen for audiences to view; often used for graduations and events.
- 5.8.9** All materials required by the institution for remote captioning are a laptop, an internet connection and a microphone per session. The Service Provider will handle all other CART needs over the internet.
- 5.8.10** Make a Captioning Consultant available to ensure all institutional classroom needs are met for each individual student.
- 5.8.11** Offer each student a secure online area for all of his or her personal captioning documents. A digital copy of class transcripts are always available to students the day following their class, unless notes need to be expedited. Access to this area only includes the institution's Office of Disability Services - the student and the Captioning Consultant. Documents are; organized, simple, and available through a secure web page interface.
- 5.8.12** Offer support through the Captioning Consultant, who will be the first contact to answer questions and provide Office of Disability Services with the best service options, as well as, technical support to include 24/7/365 phone support.
- 5.8.13** Remote Fee only applies through start and finish of each session online.

## **6 CONTRACT AWARD PROCESS**

- 6.1** The RFQ Coordinator will forward the results of the Bid evaluation process to the appropriate University official who will consider the Bid evaluation process results and all pertinent information available to make a determination about the contract award. The University reserves the right to make an award without further discussion of any Bid.

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

- 6.2** After the appropriate official's determination, the University will issue an Intent to Award to identify the apparent best-evaluated Bid as in the RFQ Section 2, Schedule of Events.

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

- 6.3** The University will also make the RFQ files available for public inspection as in the RFQ Section 2, Schedule of Events.

- 6.4** The Bidder with the apparent best-evaluated Bid must agree to and sign a contract with the University which shall be substantially the same as the RFQ Attachment B, *Pro Forma* Contract.

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

- 6.5** The Bidder with the apparent best-evaluated Bid must sign and return the Contract written by the University pursuant to this RFQ no later than the Award of Contract Date in the RFQ Section 2, Schedule of Events. If the Bidder fails to provide the signed Contract by the deadline, the University may determine that the Bidder is non-responsive to the terms of this RFQ and reject the Bid.

- 6.6** If the University determines that the apparent best-evaluated Bid is non-responsive and rejects the Bid, the RFQ Coordinator will re-calculate scores for each responsive Cost Bid to determine the new, apparent best-evaluated Bid.

- 6.7** To view the bid tabulation after bids have been opened and evaluated, please visit this link: <https://www.tntech.edu/planning-and-finance/purchasing/bid-awards> Results are posted according to fiscal year and then by date of bid opening.

## ATTACHMENT A



*In order to comply with regulations as required by the state of Tennessee and United States federal income tax laws it is necessary that the following information be provided prior to the issuance of any University contract or purchase order. All sections of this form must be completed and signed as directed.*

<b>I. Minority / Ethnicity Form</b>	
1. Contractor Legal Entity Name (Name used for tax filing purposes):  _____	2. Is Contractor a US citizen? <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* <input type="checkbox"/> Woman (WO)* <input type="checkbox"/> Small (SM)* <input type="checkbox"/> State of TN Agency <input type="checkbox"/> Service-Disabled Veteran* *See reverse side of form for clarification of these categories.	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) <input type="checkbox"/> Other Minority (MO) Specify: _____
5. Preference for reporting purposes: (Note: If Contractor qualifies in multiple categories as small, woman-owned and/or minority, Contractor is to specify in which category he/she is to be considered for reporting and classification purposes.) Check one only. <input type="checkbox"/> Small <input type="checkbox"/> Minority <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Service-Disabled Veteran	
6. Certification: I certify that all of the information as completed above is accurate and true. Signed: _____ Date: _____ Name (Printed): _____ Title: _____	
<b>II. ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE.</b> The Contractor hereby attests, certifies, warrants and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.  Signed: _____ Date: _____ Name (Printed): _____ Title: _____	
<b>III. TENNESSEE SALES AND USE TAX.</b> Prior to award of a contract by the University, the Contractor shall be registered or shall have received an exemption from the Tenn. Department of Revenue for the collection of sales and use tax. Contractor's Tennessee Sales & Use Tax Registration Number: _____. Note: This is <u>NOT</u> your federal identification number. It is a unique registration number assigned by the TN Dept. of Revenue upon completion of registration. Contact the Department of Revenue at <a href="mailto:tn.revenue@tn.gov">tn.revenue@tn.gov</a> to determine whether or not your company is required to register. The Department of Revenue will provide Contractors who are not required to collect sales/use tax with a letter of exemption, a copy of which should be returned with this form to verify compliance with this section. Visit <a href="http://www.tn.gov/revenue/forms/sales/index.shtml">http://www.tn.gov/revenue/forms/sales/index.shtml</a> for more information.	

**\*Minority Ownership Clarification:**

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

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

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

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

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

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

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

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

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

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

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

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

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

## ATTACHMENT B PRO FORMA CONTRACT

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

### CONTRACT BETWEEN TENNESSEE TECHNOLOGICAL UNIVERSITY AND [CONTRACTOR NAME]

This Contract, by and between Tennessee Technological University, hereinafter referred to as the “University” and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the “Contractor,” is for the provision of Interpreting Services for the deaf/hearing impaired, as further defined in the "SCOPE OF SERVICES."

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

[ADDRESS]

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

#### A. SCOPE OF SERVICES:

- A.1. Contractor shall provide On-Site Interpreting Services and Remote CART Services for the deaf/hearing-impaired on an as-needed basis.

#### B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on date of execution and ending one (1) year thereafter. The University shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- B.2. Term Extension. The University reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that the University notifies the Contractor in writing of its intention to do so at least thirty (30) days prior to the Contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the University’s maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original Contract.

#### C. PAYMENT TERMS AND CONDITIONS:

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

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

C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the University in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

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

C.4. Travel Compensation.

Compensation to the Contractor for travel, meals and/or lodging in connection to work performed under this Contract shall be in the amount of actual cost to the Contractor, subject to the maximum amounts and limitations specified in the State Comprehensive Travel Regulations and pursuant to TBR Travel Policy, as they may be amended from time to time.

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

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

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

#### D. TERMS AND CONDITIONS:

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

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

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

D.4. Termination for Convenience. The University may terminate this Contract without cause for any reason. Termination under this Section D. 4 shall not be deemed a Breach of Contract by the University. The University 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 satisfactory, authorized service completed as of the termination date, but in no event shall the University be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

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



specified period of time in which to cure. Notwithstanding the above, the Contractor shall not be relieved of liability to the University for damages sustained by virtue of any breach of this Contract by the Contractor.

- D.6. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University. If such subcontracts are approved by the University, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination". Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.7. Conflicts of Interest. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.8. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Records. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the University, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the University, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that the parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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

- D.13. University Liability. The University shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, epidemics or any other similar cause.

- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations, including University policies and guidelines in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the Tennessee Claims Commission in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the University or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.
- D.17. Severability. If any terms or conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.18. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. ADDITIONAL TERMS AND CONDITIONS:

E.1. Communications and Contacts.

The University:

Donna Wallis, Assistant Director, Purchasing and Contracts  
Tennessee Technological University  
1 William L. Jones Drive, Suite 301  
PO Box 5144  
Phone: 931-372-3492  
Fax: 931-372-3727

The Contractor:

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

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

- E.2. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the University reserves the right to terminate the Contract upon written notice to the Contractor. Termination under this Section E.2 shall not be deemed a breach of Contract by the University. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the University any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.3. Breach. A party shall be deemed to have breached the Contract if any of the following occurs (However, this list is not exclusive.):
- failure to perform in accordance with any term or provision of the Contract;
  - partial performance of any term or provision of the Contract;
  - any act prohibited or restricted by the Contract, or
  - violation of any warranty.

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

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

- (1) In event of a Breach by Contractor, the University shall have available the remedy of actual damages and any other remedy available at law or equity.
- (2) Partial Default— In the event of a Breach, the University may declare a Partial Default. In which case, the University shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the University will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the University may revise the time periods contained in the notice written to the Contractor.

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

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

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

- E.4. Insurance. The Contractor shall maintain a commercial general liability policy. The commercial general liability policy shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of \$1,000,000 per occurrence, \$3,000,000 in the aggregate. The Contractor shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law. The Contractor shall deliver to the University both certificates of insurance no later than the effective date of the Contract. If any policy providing insurance required by the Contract is cancelled prior to the policy expiration date, the Contractor, upon receiving a notice of cancellation, shall give immediate notice to the University.

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

- E.5. Inventory/Equipment Control. No equipment shall be purchased under this Contract.

- E.6. University Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the University for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished

shall be returned to the University in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the University for the residual value of the property at the time of loss.

E.7. Contract Documents. Included in this Contract by reference are the following documents:

- a. This Contract document and its attachments
- b. The Request for Quotation and its associated amendments
- c. The Contractor's Bid

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

E.9. Hold Harmless. The Contractor agrees to indemnify and hold harmless the University as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the University in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the University.

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

E.10. 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 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.

E.11. Prohibition on Hiring Illegal Immigrants. Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that Contractor attest in writing that 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, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. Signature below constitutes such Attestation.

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

- E.12. Sales and Use Tax. Before this Contract is signed, the apparent successful Proposer must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: [TN.Revenue@tn.gov](mailto:TN.Revenue@tn.gov).
- E.13. This Agreement may be executed in two or more counterparts and may be electronically transmitted, subject to the limitations of state or federal law and/or University/TBR policies. Each counterpart, regardless of transmission method, shall be deemed an original and all of which together shall constitute one Agreement.
- E.14. Data Privacy and Security. Data Privacy. "Personal Information" means information provided to Contractor by or at the direction of Institution, or to which access was provided to Contractor by or at the direction of Institution, in the course of Contractor's performance under this 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 Institution to Contractor is subject to FERPA. Contractor acknowledges that its improper disclosure or re-disclosure of Personal Information covered by FERPA may, under certain circumstances, result in Contractor's exclusion from eligibility to contract with Customer for at least five (5) years and agrees to become a "school official" as defined in the applicable Federal Regulations for the purposes of this 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.

Incident Response. "Security Incident" means any reasonably suspected breach of information security, unauthorized access to any system, server or database, or any other unauthorized access, use, or disclosure of Personal Information or Highly-Sensitive Personal Information occurring on systems under Contractor's control. Contractor shall: (i) provide Institution with the name and contact information for an employee of Contractor who shall serve as Customer's primary security contact and shall be available to assist Customer twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Incident; (ii) notify Institution of a Security Incident as soon as practicable, but no later than forty eight (48) hours after Contractor becomes aware of it, except where disclosure is prohibited by law; and (iii) notify Institution of any such Security Incident by telephone at the following number: Jon Calisi: Office: 615-366-4456 Fax: 615-268-0782 and e-mail [Jon.Calisi@tbr.edu](mailto:Jon.Calisi@tbr.edu) with a copy by e-mail to Contractor's primary business contact at the Institution.

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

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

- E.15. Contractor Commitment to Diversity. The Contractor shall assist the University in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the University in form and substance as required by University.

**IN WITNESS WHEREOF:**

**[CONTRACTOR LEGAL ENTITY NAME]:**

---

**[NAME AND TITLE]**

**Date**

**TENNESSEE TECHNOLOGICAL UNIVERSITY:**

---

**Claire Stinson, Vice-President for Planning and Finance**

**Date**

## ATTACHMENT C

## COST SHEET

<b>All Bidders must list their best prices below, for each potential year of the service, for the services included in this Request for Quotation (RFQ).</b>						
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total</b>
Sign language done onsite, cost per hour for one or two students						
Sign language done onsite, cost per hour for three or more students.*						
Real time, interpreting/remote CART services cost per hour for one or two students						
Real time, interpreting/remote CART services cost per hour for three or more students.*						
Any other fees that the University would need to pay						
<b>TOTAL</b>						

“\* Compensation should be billed per hour and should include at least a \$10.00 per hour discount for every student beginning with the third student.