



TENNESSEE TECH UNIVERSITY

REQUEST FOR PROPOSAL

GRAPHIC DESIGN SERVICES

Proposal Due Date/Time	March 14, 2025
	3:00 pm Central Time

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

TABLE OF CONTENTS

SECTION

- 1 INTRODUCTION
- 2 RFP SCHEDULE OF EVENTS
- 3 PROPOSAL REQUIREMENTS
- 4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION
- 5 PROPOSAL EVALUATION & CONTRACT AWARD

RFP ATTACHMENTS:

- 6.1 Contractor Requirements Form
- 6.2 *Pro Forma* Contract
- 6.3 Proposal Transmittal/Statement of Certifications & Assurances
- 6.4 Project Narrative & Description
- 6.5 Technical Proposal & Evaluation Guide
 - Section A – Mandatory Requirements
 - Section B – Qualifications and Experience
 - Section C – Technical Approach
- 6.6 Cost Proposal & Scoring Guide
- 6.7 Proposal Score Summary Matrix
- 6.8 Listing of Tennessee Institutions

1 INTRODUCTION

1.1 Background

Tennessee Tech University is a four-year comprehensive university located in Cookeville, Tennessee. Tennessee Tech is the state's only technological university and currently enrolls approximately 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 College of Fine Arts, is a nationally accredited School of Art, Craft and Design, offering 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 a non-exclusive contract with a qualified and experienced firm to provide graphic design services for graphic art work to be used for CD-ROM, DVD, Digital Apps and other digital multimedia projects. The primary focus of the services will be for projects of Tennessee Tech's iCube (Business Media Center), which uses marketing strategies and emerging technologies to advance collaborative solutions for education, training, public policy campaigns, and other statewide, regional, statewide, regional, and national initiatives. A more in-depth description of the types of services being requested is provided in the RFP Attachments 6.4 and 6.5.

Tennessee Tech has issued this Request for Proposal (RFP) to define the university'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 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, disabled 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, disabled and service-disabled veteran owned businesses are strongly encouraged to register with the State of Tennessee Governor's Office of Diversity Business Enterprise (Go-DBE) to attain official certification. Tennessee Tech will work with the successful Proposer and the Go-DBE Office regarding registration/certification.

The Scope of Services is further defined in RFP Attachment 6.4.

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

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

- Scope of Services in Section A;
- Contract Term in Section B;
- Payment Terms and Conditions in Section C; and,
- Contractor Requirements in Section D;
- 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

Tennessee Tech is issuing this proposal, with the option for other institutions within the Tennessee Board of Regents, the University of Tennessee System of Higher Education and the State of Tennessee Departments, as well as other state funded public universities in Tennessee to utilize the proposal in establishing their own contract for these goods/services. A listing of these institutions is provided in Attachment 6.8.

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
gholt@tntech.edu
Phone: 931-372-6062

1.6 Assistance to Proposers with a Disability

A Proposer with a 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.

1.7.2 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

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

RFP – GRAPHIC DESIGN SERVICES

1.7.4 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 1.6.7 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.

- 1.7.5 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 A written question/answer period deadline is designated in the RFP Section 2, Schedule of Events. The purpose of the written question/answer period is to allow Proposers to submit any questions for official written response by Tennessee Tech. 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. 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. Tennessee Tech reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification.
- 1.7.8 Any data or information provided by Tennessee Tech in this RFP and 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.

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 written question and answer period deadline is defined in the RFP Schedule of Events. The purpose of the written question/answer period is to allow Proposers to submit any questions they may have regarding RFP terms and the scope of services requested. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by Tennessee Tech as described in RFP Sections 1.7, *et seq.*, above and on the date in the RFP Section 2, 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 significant adjustment to the Schedule of Events via internet posting, see Section 1.7.7.		
EVENT	TIME	DATE (all dates are Tennessee Tech business days)
1. Tennessee Tech Issues RFP		February 10, 2025
2. Disability Accommodation Request Deadline	4:30pm	February 24, 2025
3. Pre-Proposal Written Questions Deadline	Noon	February 24, 2025
4. Tennessee Tech Responds to all Questions	4:30pm	February 28, 2025
5. Proposal Deadline and Opening	3:00pm	March 14, 2025
6. Technical Presentations by Proposers (if required)		April 7 – April 11, 2025
7. Tennessee Tech Finalizes Technical Scores		April 18, 2025
8. Tennessee Tech Opens Cost Proposals and Calculates Scores		April 21, 2025
9. Tennessee Tech Issues Intent to Award Letter and Opens RFP Files for Public Inspection		April 24, 2025
10. Award of Contract		May 1, 2025
11. Contract Effective Date		June 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. 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 the university. Any amendment or negotiation shall be within the scope of the original procurement. Tennessee Tech may initiate negotiations which serve to alter the bid/proposal 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 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 **separately sealed** Cost Proposal (as described below).

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

“Technical Proposal in Response to RFP for Graphic Design Services - Do Not Open”

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

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

“Cost Proposal in Response to RFP for Graphic Design Services -- Do Not Open”

*Electronic copy must be submitted on a flash drive with the Cost Proposal submission. Do not email 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 Cost Proposals for RFP for Graphic Design Services”

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

Purchasing and Contracts Office
Tennessee Technological University
Campus Box 5144
1 William L. Jones Drive
Derryberry Hall, Suite 301
Cookeville, TN 38505

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

- 3.2.2 Each Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Each Proposer must duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate). The order of the response to the Technical Proposal and Evaluation Guide must be preserved.
- 3.2.3 Each proposal should be concisely prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English 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. Work samples requested are to be included with the Technical Response.
- 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 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 hardcopy 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 Cost Proposal**
- 3.3.1 The Cost 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 cost exactly as required by the Cost 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 Cost Proposal. Digital signatures are acceptable. Failure to submit one (1) original Cost Proposal with a signature shall be cause for rejection of the proposal.**
- 3.3.4 If a Proposer fails to submit a Cost Proposal as required, Tennessee Tech shall determine the proposal to be non-responsive and reject it.
- 3.3.5 In the event of a discrepancy between the original hardcopy Cost Proposal and the digital copy, the original, signed hardcopy document will take precedence.

4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION

4.1 Proposer Required Review and Waiver of Objections

Each Proposer must carefully review this RFP and all attachments, including but not limited to the *Pro Forma* Contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "Comments"). Comments concerning RFP objections must be made in writing and received by Tennessee Tech no later than the Written Comments Deadline in the RFP Section 2, Schedule of Events. Protests based on any objection shall be considered waived and invalid if these comments/objections have not been brought to the attention of Tennessee Tech as directed above.

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, at Tennessee Tech's sole discretion. A proposal that limits or changes any of the terms or conditions contained in the Pro Forma Contract may be considered non-responsive.

4.2 RFP Amendment and Cancellation

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>. Each proposal must respond to the final written RFP and 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 Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer. Regardless of the time of detection, 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. For reference purposes, the list is current available online at <http://www.tn.gov/generalservices/article/Public-Information-library> .

4.6 Proposal of Additional Goods and/or Services

If a Proposer offers related goods and/or services in addition to those required by and described in this RFP, Tennessee Tech, at its sole discretion, may add the additional goods and/or 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 associated with additional related goods and/or services must be provided on a separate attachment in the Cost Proposal. Tennessee Tech will not use proposed additional goods and/or 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.
- 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 amounts, form and substance acceptable to Tennessee Tech, as determined by the university in its sole discretion. 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 as additional insured 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 the successful Proposer to provide information to demonstrate financial stability and capability.

4.12 Proposal Withdrawal

A Proposer may withdraw or amend a Proposal before the submission deadline. After Proposal submission deadline, a Proposer will be permitted to withdraw a Proposal only where the enforcement of the Proposal would impose unconscionable hardship on the Proposer. Proposer must submit a written request to the Purchasing and Contracts Office to request withdrawal of a Proposal after submission deadline.

4.13 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 submission deadline.

4.14 Proposal Preparation Costs

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

4.15 Continued Validity of Proposals

Proposals shall state that the offer contained therein is valid for a minimum of 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 120 days from the date of the Cost Proposal opening.

4.16 Disclosure of Proposal Contents

4.16.1 Each proposal and all materials submitted to 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 price and cost information, shall be held in confidence during the evaluation process.

4.16.2 Upon the completion of the evaluation of proposals, indicated by public release of a Letter of Intent to Award, 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 said statute. Notations on proposals that materials submitted be kept confidential will not be honored. All bid documents and contracts become public records in accordance with applicable statute(s).**

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

4.17 Contract Approval

The RFP and the successful proposer selection processes do not obligate 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.

4.18 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.

4.19 Severability

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

4.20 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.

4.21 Vendor Registration

Proposers should complete Tennessee Tech's vendor registration process. When applicable, Tennessee Tech shall work with Proposers and the State of Tennessee 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:

<https://www.tbr.edu/purchasing/how-do-business-tbr>

4.22 Policy and Guideline Compliance

This proposal request and any award made hereunder are subject to Tennessee Tech's policies and guidelines.

4.23 Protest Procedures

A copy of Tennessee Tech's 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 cost in the evaluation of proposals. The maximum number of points for each category is detailed below.

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	20
Technical Approach	40
Cost Proposal	40

5.2 Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Proposer offering the lowest cost, but rather to the responsive and responsible Proposer deemed by 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 Response 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 its determination of whether: (1) the proposal meets requirements for further evaluation; (2) Tennessee Tech will request clarifications or corrections; or, (3) the university will determine the proposal 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, and consisting of three (3) or more Tennessee Tech employees, will evaluate each Technical Proposal that appears responsive to the RFP.
- 5.2.1.4 Each Proposal Evaluation Team member will independently and impartially 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. Cost 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's clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by Tennessee Tech. The Proposer shall submit its resulting clarification to Tennessee Tech in the format specified in the clarification request.

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 Technical Proposal score. No Cost Proposal information is to be discussed during the presentation.

5.2.3 Cost Proposal Evaluation

After the Technical Proposal evaluation is completed, the RFP Coordinator will open the Cost Proposals and use the RFP Cost Proposal and Scoring Guide to calculate and document the Cost Proposal scores.

5.2.4 Total Proposal Score

The RFP Coordinator will calculate the sum of the Technical Proposal scores and the Cost 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 who will consider the proposal evaluation process results and all pertinent information available to make a determination about the 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 as in the RFP Section 2, Schedule of Events.

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 following issuance of the Intent to 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 written by Tennessee Tech pursuant to this RFP 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 terms of this RFP and reject the proposal.

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



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	
<p>1. Contractor Legal Entity Name (Name used for tax filing purposes):</p> <p>_____</p>	<p>2. Is Contractor a permanent resident or citizen of the US?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No (If no, state country of citizenship): _____</p> <p>(Note: Contractors who are individuals and are not US citizens must complete a Foreign National Data Form prior to execution of contract.)</p>
<p>3. Kind of Ownership (Check all that apply)::</p> <p><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)*</p> <p>*Visit the State of Tennessee Governor's Office of Diversity Business Enterprise for definitions of these ownership classifications.</p>	<p>4. Minority / Ethnicity Code (Check one):</p> <p><input type="checkbox"/> African American (MA) <input type="checkbox"/> Native American (MN) <input type="checkbox"/> Hispanic American (MH) <input type="checkbox"/> Asian American (MS)</p> <p>5. Preference for reporting purposes: (Note: If Contractor qualifies in multiple categories as small, woman-owned and/or minority, Contractor is to specify in which category he/she is to be considered for reporting and classification purposes.) Check one only:</p> <p><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</p>
<p>6. Certification: I certify that all of the information as completed above is accurate and true. (Signature required below.)</p> <p>Signed: _____ Date: _____</p> <p>Name (Printed): _____ Title: _____</p>	

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
- Is eligible to receive supplemental security income (SSI) and has a disability as defined in subdivision a).

**ATTACHMENT 6.2
PRO FORMA CONTRACT**

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

**CONTRACT 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 graphic design services, as further defined 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]

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

A. SCOPE OF SERVICES:

The Contractor shall provide graphic design services on a non-exclusive, as requested basis, in accordance with the terms and requirements as set out herein. The primary focus of the services will be for projects of Tennessee Tech’s iCube (Business Media Center), which uses marketing strategies and emerging technologies to advance collaborative solutions for education, training, public policy campaigns, and other statewide, regional, statewide, regional, and national initiatives.

The Contractor [DOES] or [DOES NOT] agree to extend the terms, conditions and pricing for these services to other state of Tennessee universities, Tennessee Board of Regents and University of Tennessee System Institutions, and other entities/agencies of the State of Tennessee. Such extension shall be by separate agreement between the Contractor and the institution.

B. CONTRACT TERM:

Contract Term. This Contract shall be effective for the period commencing on June 1, 2025, and ending May 31, 2030. Tennessee Tech shall have no obligation for services rendered by the Contractor not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of Tennessee Tech under this Contract exceed [AMOUNT]. The Contract rates 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 Tennessee Tech requests work and the Contractor performs the work in accordance with the Contract requirements.

C.2. Compensation Firm. The Contract rates and the Maximum Liability of Tennessee Tech 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 Method. The Contractor agrees that Tennessee Tech shall issue payment for all goods and/or services under this Agreement via the method agreed upon by the Contractor and Tennessee Tech.

C.4. Payment Methodology. The Contractor shall be compensated for units of service authorized by Tennessee Tech in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service.

[COST ITEM1]

[COST]

[COST ITEM2]

[COST]

The Contractor shall submit invoices, in form and substance acceptable to Tennessee Tech with all of the necessary supporting documentation, prior to any payment.

C.5. Travel Compensation. Contract rates are inclusive of Contractor's travel expenses, if any, and no additional compensation shall be paid for such expenses.

C.6. Payment of Invoice. The payment of an invoice by Tennessee Tech shall not prejudice Tennessee Tech's right to object to or question any invoice or matter in relation thereto. Such payment 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.7. 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 Tennessee Tech, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable goods and/or services.

C.8. Deductions. Tennessee Tech 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 Tennessee Tech any amounts which are or shall become due and payable to Tennessee Tech by the Contractor.

D. CONTRACTOR REQUIREMENTS:

D.1 Project specific needs and requirements may include, but not be limited to, the following:

- a) Contractor shall contribute to instructional concept and wire frame designs;
- b) The iCube relies on the Contractor to pick and match precise colors based on the known identify of the project.
- c) Deliverables are in the form of .psd (or other format of Tennessee Tech's choice) files broken into multiple layers.
- d) In some cases, .psd files will have hundreds of layers all appropriately named and organized in extreme order.
- e) Deliverables will include glossy prints of main screens.
- f) When necessary, Contractor agrees tow work one-on-one with Tennessee Tech to explain unique aspects of files, to assist in the preparation of appropriate animations, etc. from base files.
- g) Contractor must prepare .psd files within ten (10) days of concept and wire frame design.
- h) Deliverables include appropriate packaging (print) files based on the main screen design work.
- i) Contractor's work on project shall create no ownership interest in such project (graphic ideas or graphic files) on the part of the Contractor. Tennessee Tech shall retain complete ownership of deliverables and all artwork used and created in conjunction with the Contract, whether such creation is by Tennessee Tech or Contractor. Tennessee Tech shall have complete discretion as to the use of and/or transfer of such deliverables and/or artwork at its sole discretion.
- j) Tennessee Tech strongly desires that each project have a single point of contact for each of its contracts so that continuity of ideas and ease of working relationship can be maintained throughout the life of the project.

D.2 Projects are defined as follows:

SIZE CATEGORY	NUMBER OF LAYERS IN .PSD FILE	.PSD FOR PROJECT AS DESCRIBED	NO. OF HOURS OF INITIAL CONSULTATION NEEDED (AT	NO OF HOURS OF PHONE CONSULTATION NEEDED DURING	NO. OF HOURS OF ON-SITE INSTRUCTION BY CONTRACTOR NEEDED UPON
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			CONTRACTOR'S SITE)	CREATIVE PROCESS	COMPLETION OF DELIVERABLES
1	0-50	Project material and internal material	2	2	2
2	51-200	Project material and internal material	4	4	4
3	201-500	Project material and internal material	6	6	6
4A	>500	Project material and internal material	7	7	7
4B	>500	Project material and internal material (up to 16 pages)	7	7	7

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). The individual signing 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, executed electronically and transmitted electronically.
- E.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by the Parties' authorized officials.
- E.3. Termination for Convenience. Tennessee Tech may terminate this Contract without cause for any reason by providing 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 services completed as of the termination date. Termination under this Section E.3 shall not be deemed a Breach of Contract by Tennessee Tech.
- E.4. Termination for Cause. If the Contractor fails to perform its obligations under the Contract in a timely or proper manner, or if the Contractor violates any term of this Contract, Tennessee Tech shall have the right to immediately terminate the Contract provided, however, the 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 Tennessee Tech for damages sustained by virtue of any breach of this Contract by the Contractor. In addition, in the event of default of the Contractor, Tennessee Tech may procure the articles or services from other source(s) and hold the Contractor responsible for any excess cost or loss of revenue.
- E.5. 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 Tennessee Tech. If such subcontracts are approved by Tennessee Tech, 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.
- 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:
- a. 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;

- b. 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.
- c. 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. 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.
- E.8 Records. The Contractor shall maintain documentation for all charges against Tennessee Tech and/or payments made to the university under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or monies paid or 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 Contractor's financial statements shall be prepared in accordance with generally accepted accounting principles.
- E.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by Tennessee Tech, the Comptroller of the Treasury, or their duly appointed representatives.
- E.10. Strict Performance. Either party's failure to insist in any one or more cases upon the strict performance of any term, covenant, condition, or provision of the contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision.
- E.11. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that the parties are independent Contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Neither the Contractor nor its employees have any authority to bind Tennessee Tech in any respect.
- E.12. 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 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.13. Tennessee Tech Liability. Tennessee Tech shall have no liability except as specifically provided in this Contract.
- E.14. 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.15. 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.16. Severability. If any provision of this Contract is held invalid, the surviving provisions will remain enforceable.
- 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:

Kevin Liska, Executive Director
iCube / Business Media Center
Tennessee Tech University
Campus Box 5103
Volpe library Room 362
1105 N. Peachtree Ave.
Cookeville, TN 38505
Phone: 931-372-3337
Email: kliska@tntech.edu

With a copy to:

Donna Wallis, Director
Purchasing and Contracts
Tennessee Tech University
Campus Box 5144
Cookeville, TN 38505
Phone: 931-372-3492
Email: 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. No changes to the Contract effective unless agreed to, in writing, by both parties.

- E.19. Subject to Funds Availability. This Contract is subject to the appropriation and availability of state and/or federal funds. Pursuant to T.C.A. § 12-3-305(c)(2), Tennessee Tech may, upon written notice to Contractor, terminate the Contract at the end of any fiscal year in the event that funds are not appropriated or are otherwise unavailable for the Contract's continuance.
- 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.

Should a breach occur, the non-breaching party shall notify the breaching party in writing and may provide a cure period during which time the parties will work in good faith to settle any issues. Should no resolution be accomplished, the non-breaching party may cancel the contract effective immediately upon written notice of termination.

E.21. Intellectual Property. It is understood by the Contractor 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. The Contractor and Tennessee Tech acknowledge and agree that the Contractor's work under this Contract shall belong to the university as "work-made-for-hire" (as such term is defined in U.S. Copyright Law). To the extent Contractor's work is not deemed to constitute "work-made-for-hire," Contractor hereby assigns and transfers to Tennessee Tech all of Contractor's right, title and interest in and 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. Contract Documents. Included in this Contract by reference are the following documents:

- a. This Contract document and its attachments
- b. The Request for Proposal # _____ and its associated amendments
- c. The Contractor's Proposal dated _____.

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.23. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with Tennessee Tech hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's goods and/or services are endorsed.

E.24. Indemnification. 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.25. 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.26. Prohibition on Hiring Illegal Immigrants. Pursuant to T.C.A. § 12-3-309(b), Contractor attests 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.27. 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.28. NCAA Compliance. The 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 12.5.2.2 "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.29. Iran Divestment Act. 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. § 12-2-101 et. seq.) list of entities or persons ineligible to contract with the State of Tennessee.
- E.30. Accessibility. All Informational Material and Technology (IMT) developed, purchased, upgraded or renewed by or for the use of Tennessee Tech will comply with all applicable Tennessee Tech policies, Federal and State laws and regulations including, but not limited to, WCAG 2.1 AA (also known as ISO standard, ISO/IEC 40500:2012), EPub3, the Americans with Disabilities Act, and Section 508 of the Rehabilitation Act of 1973, as amended.
- E.31. 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 the university, 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 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 its collection, access, use, storage, disposal and disclosure of Personal Information complies with all applicable federal and state privacy and data protection laws. Contractor represents and warrants that Contractor will use the Personal Information only for the purposes authorized by this Agreement and will not sell or share the Personal Information

with any other person or entity.

Contractor represents and warrants that Contractor will maintain compliance with SSAE-16 or -18 SOC Type I, II, or III standards, and shall undertake any audits and risk assessments Contractor deems necessary to maintain compliance with the same.

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 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 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 email 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 the university 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 the university 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.32. Trademarks. All logos, seals, names, symbols, and slogans associated with Tennessee Tech are trademarks registered with both the state and federal government and are the exclusive property of Tennessee Technological University. Reproduction of these marks for resale, or other commercial purposes, must have Tennessee Tech authorization. The office of Communications and Marketing is responsible for protecting the use of Tennessee Tech trademarks and for licensing commercial use of these marks and shall approval all requests for use and production as described herein.

E.33. Boycott of Israel. Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of Israel as defined by Tennessee Code Annotated §12-4-119.

IN WITNESS WHEREOF:

[CONTRACTOR LEGAL ENTITY NAME]:

[NAME AND TITLE]

Date

TENNESSEE TECH:

Philip B. Oldham, President

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.*

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

1. This proposal constitutes a commitment to provide all goods and/or services as defined in the RFP Attachment 6.2, *Pro Forma* Contract, Scope of Goods and/or Services, and 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 submitted herewith in response to the RFP shall remain valid for at one-hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
4. The Proposer shall comply with all applicable state and federal laws and regulations, including 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 shall comply with all of the provisions in the subject RFP.
6. 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.
7. The Proposer understands and agrees that Proposer shall be paid by university check, unless other payment arrangements are agreed upon between the parties.
8. The Proposer may elect to extend the terms and pricing of its Proposal to any state institution as listed in Attachment 6.8. Does Proposer agree to extend the terms and conditions of the RFP to other state institutions? _____ Yes _____ No (Note: Proposer's decision to extend its Proposal to others shall not affect the award of this Contract by Tennessee Tech.)

SIGNATURE & DATE:

PROJECT NARRATIVE AND DESCRIPTION

Tennessee Tech seeks proposals from qualified companies to provide graphic design services on a non-exclusive, as requested basis, primarily for its iCube.

- 1) Specific needs and requirements may include, but not be limited to, the following:
 - a) Contractor shall contribute to instructional concept and wire frame designs;
 - b) The iCube relies on the Contractor to pick and match precise colors based on the known identify of the project.
 - c) Deliverables are I the form of .psd (or other format of Tennessee Tech’s choice) files broken into multiple layers.
 - d) In some cases, .psd files will have hundreds of layers all appropriately named and organized in extreme order.
 - e) Deliverables will include glossy prints of main screens.
 - f) When necessary, Contractor agrees tow work one-on-one with iCube to explain unique aspects of files, to assist in the preparation of appropriate animations, etc. from base files.
 - g) Contractor must prepare .psd files within ten (10 days of concept and wire frame design.
 - h) Deliverables include appropriate packaging (print) files based on the main screen design work.
 - i) Contractor’s work on project shall create no ownership interest in such project (graphic ideas or graphic files) on the part of the Contractor. Tennessee Tech shall retain complete ownership of deliverables and all artwork used and created in conjunction with the Contract, whether such creation is by Tennessee Tech or Contractor. Tennessee Tech shall have complete discretion as to the use of and/or transfer of such deliverables and/or artwork at its sole discretion.
 - j) Tennessee Tech strongly desires that each project have a single point of contact for each of its contracts so that continuity of ideas and ease of working relationship can be maintained throughout the life of the project.

2) Projects are defined as follows:

SIZE CATEGORY	NUMBER OF LAYERS IN .PSD FILE	.PSD FOR PROJECT AS DESCRIBED	NO. OF HOURS OF INITIAL CONSULTATION NEEDED (AT CONTRACTOR’S SITE)	NO OF HOURS OF PHONE CONSULTATION NEEDED DURING CREATIVE PROCESS	NO. OF HOURS OF ON-SITE INSTRUCTION BY COTRACTOR NEEDED UPON COMPLETION OF DELIVERABLES
1	0-50	Project material and internal material	2	2	2
2	51-200	Project material and internal material	4	4	4
3	201-500	Project material and internal material	6	6	6
4A	>500	Project material and	7	7	7

		internal material			
4B	>500	Project material and internal material (up to 16 pages)	7	7	7

****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 specifications: _____

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A

SECTION A: MANDATORY REQUIREMENTS. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below. The RFP Coordinator will review the Proposal to determine if the Mandatory Requirement Items are addressed as required.

PROPOSER NAME:

- The Proposer must deliver its proposal to the Tennessee Tech Purchasing and Contracts Office no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.
- The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., *et. seq.*).
- The Technical Proposal must NOT contain cost or pricing information of any type.
- The Technical Proposal must NOT contain any restrictions of the rights of the State/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 and signed Contractor Requirements Form (Attachment 6.1).	
	A.2.	Provide the Proposal Transmittal and Statement of Certifications and Assurances (Attachment 6.3.) completed and signed by an individual empowered to bind the Proposer to the RFP provisions and any resulting contract.	
	A.3.	Provide Project Narrative & Documentation (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 (e.g., 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	To be considered for award, a Proposer must have prior experience providing graphic design services for a higher education institution. Provide a statement certifying that Proposer meets this requirement. Please also provide evidence of this experience.	

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B	
SECTION B — QUALIFICATIONS & EXPERIENCE	
PROPOSER NAME:	
<p>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.</p>	
Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	<p>B.1 Describe the Proposer’s form of business (<i>i.e.</i>, individual, sole proprietorship, 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.</p>
	<p>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.</p>
	<p>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.</p>
	<p>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.</p>
	<p>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.</p>
	<p>B.6 Provide a brief, descriptive statement indicating the Proposer’s credentials to deliver the requested goods and/or services.</p>
	<p>B.7 Provide a narrative to include the following information relative to Proposer:</p> <ul style="list-style-type: none"> ➤ Year founded ➤ Number of offices and locations ➤ Top three (3) officers, titles and years with the firm ➤ Annual billings for the years of 2020 through 2024, broken down per year as follows: <ul style="list-style-type: none"> - Percentage in media placement - Percentage in creative design - Percentage in strategic marketing - Percentage in Web-relative

	<p>➤ Focus of billings for the total period listed above (estimate percent of total for each of the following categories:</p> <ul style="list-style-type: none"> - Higher Education - Retail - Business-to-Business - Consumer - Government - Other
	<p>B.8 Provide information regarding your top three (3) clients. Briefly describe assignments you have managed for them. Indicate what percentage of your business workload is comprised of these clients. List any other current or past (with the last 5 years) higher education clients.</p>
	<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 three (3) client references for similar work. Each reference is to include:</p> <ul style="list-style-type: none"> • Company's name and business address • Name, title, telephone number, and email address of the company contact knowledgeable about Proposer's work; and • A brief description of the services provided and the period of service.
	<p>B.11 Provide a narrative regarding your most recent new account gained and most recent account that was lost. What were the reasons for each?</p>
	<p>B.12 List the primary members of the proposed account team that would manage TTU's account, including name, title, years with the firm, other account assignments, etc.</p>
<p><i>(Maximum Section B Score = 20)</i></p>	

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C		
PROPOSER NAME:		
SECTION C – TECHNICAL APPROACH		
<p>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 and impartially evaluate and score the proposal’s response to each item. Each evaluator will use the following raw point scale for scoring each item:</p> <p>0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent</p>		Score
Proposal Page # (to be completed by Proposer)		
	<p>C.1 Describe your creative process, including the individuals involved and how authorizations are secured during the editing process.</p> <p>Maximum points = 10</p>	
	<p>C.2 Which hardware and software does your firm currently use for designing purposes? Apple and/or PC? Adobe Creative Suite, Quark, others? Which versions?</p> <p>Maximum points = 1</p>	
	<p>C.3 Contractor must maintain confidentiality in its treatment of proprietary information relevant to Tennessee Tech’s marketing mission and goals. Provide a statement regarding your commitment to confidentiality.</p> <p>Maximum points = 1</p>	
	<p>C.4 Provide a narrative response regarding your capabilities in providing the services listed below. Please note that it is understood that one agency may not be able to provide all of these services; therefore, if some services require a subcontractor, include the names and credentials of any subcontract that may be involved in providing these or any other services pertinent to the Contract.</p> <ul style="list-style-type: none"> • Assistance with the development of overall strategic marketing plans and media placement plans for specific geodemographic target audiences. • Turnkey cable and broadcast television media placement; • Turnkey radio creative development, production and media placement; • Turnkey billboard advertising production and placement; • Turnkey web advertising production and placement • Creative development of individual or series ads and/or overall marketing campaigns. • Creative development assistance and production of television commercials, including video and motion graphics; • Concept development, creative design and production of publications such as brochures, flyers, posters or other printed materials; • Concept development, creative design and production of 	

	<p>promotional items, signage or graphics for tradeshow displays;</p> <ul style="list-style-type: none"> • Concept development, creative design and production of electronic media such as videos, CDs, DVDs and the Web; • Web services, including the capability for Web design, design and execution of e-mail campaigns/e-blasts, complete data-supported site review, search engine optimization, pay-per-lick campaigns, methods for soliciting user-generated content establishing and growing social networking sites, keyword analytics, conversion rate analysis and prosecution and placement of Web advertising; • Market research, including access to existing research such as Arbitron, Nielsen or other ratings, and the conducting and recommending of additional marketing research projects, such as focus groups or quantitative research projects from which Tennessee The may gain useful insight. • Other related services. Proposer should specify other services, if any that would be included in its proposed services. <p>Maximum points = 10</p>	
	<p>C.5 What specific services do you outsource to third parties? If you have a preferred vendor for said service(s), identify the vendor. Address each area below as far as whether the service is performed in-house by your personnel or whether it is an outsourced services. If you outsource services not listed below, please specify each.</p> <ul style="list-style-type: none"> • Search Engine Optimization • Search Engine Marketing • Web Programming • Web Analytics • Videography • Photography • Motion Graphics/Animation <p>Maximum points = 3</p>	
	<p>C.6 Proposer is to provide work samples of previous projects that Proposer has completed for clients.</p> <p>Maximum points = 15</p>	
<p><i>(Maximum Section C Score = 40)</i></p>		

COST PROPOSAL & SCORING GUIDE

NOTICE TO PROPOSER: This Cost Proposal **MUST** be completed **EXACTLY** as shown.

PROPOSER NAME:

SIGNATURE & DATE:

Note: The signatory must be an individual or company officer empowered to contractually bind the Proposer.

COST PROPOSAL SCHEDULE

Specify the proposed cost to provide the goods and services as outlined in the RFP.

Cost of additional services proposed, if any, will not be considered in the evaluation

Cost proposal shall be valid for a period of at least one-hundred twenty (120) days to allow for sufficient time to evaluate proposals and issue a contract. All amounts are to be stated in U.S. currency.

**For evaluation purposes, the lowest proposed rate will receive the maximum number of points listed for that category, with a proportionate number of points awarded to higher rates based on the following formula:
 Lowest Proposed Hourly Rate / Proposed Hourly Rate being Scored) x Maximum number of points for Category – Points Awarded. Point values will be routed to 2 decimal places.**

Description of Services	Max Point Value	Proposed Rate
PART 1 – HOURLY SERVICES:		
Design and development consultation at Contractor’s location.	4	\$_____/hr. Min. # of hours – if any: __
Technical Consultation (by phone or in person) at Contractor’s location.	4	\$_____/hr. Min. # of hours – if any: __
Consultation / instruction at Tennessee Tech site upon transfer of deliverable by Contractor to Tennessee Tech. Travel costs are to be included in the hourly rate. Hourly rate will begin when the Contractor arrives on-site at Tennessee Tech.	4	\$_____/hr. Min. # of hours – if any: __
Converting .psd (or other current format) file to other format as required by Tennessee Tech	4	\$_____/hr. Min. # of hours – if any: __

PART 2 – FLAT FEE SERVICES: This fee is to include all associated costs with the research and creation of the .psd files (or then currently required format) and delivery of same to Tennessee Tech. Additional costs not covered herein in hourly charges will not be permitted.

Category 1 Project (as defined in Attachment 6.4, 2)	4	\$ _____
Category 2 Project (as defined in Attachment 6.4, 2)	8	\$ _____
Category 3 Project (as defined in Attachment 6.4, 2)	4	\$ _____
Category 4A Project (as defined in Attachment 6.4, 2)	4	\$ _____
Category 4B Project (as defined in Attachment 6.4, 2)	4	\$ _____

PART 3 – ADDITIONAL SERVICES: Please provide a separate cost attachment to list any proposed services that are in addition to those specified. These costs will not be considered in the evaluation but may be included in the resulting contract, at Tennessee Tech’s discretion.

TOTAL MAXIMUM COST PROPOSAL POINTS: 40

PROPOSAL SCORE SUMMARY MATRIX

	<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>	
QUALIFICATIONS & EXPERIENCE (maximum: 20 points)						
<i>EVALUATOR 1</i>						
<i>EVALUATOR 2</i>						
<i>EVALUATOR 3</i>						
<i>EVALUATOR 4</i>						
<i>EVALUATOR 5</i>						
	AVERAGE/ TOTAL:		AVERAGE/ TOTAL:		AVERAGE/ TOTAL:	
TECHNICAL APPROACH (maximum: 40 points)						
<i>EVALUATOR 1</i>						
<i>EVALUATOR 2</i>						
<i>EVALUATOR 3</i>						
<i>EVALUATOR 4</i>						
<i>EVALUATOR 5</i>						
	AVERAGE/ TOTAL:		AVERAGE/ TOTAL:		AVERAGE/ TOTAL:	
COST PROPOSAL (maximum: 40 points)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100 points)						

***LISTING OF LOCALLY GOVERNED STATE UNIVERSITIES (LGIs), TBR SYSTEM INSTITUTIONS,
THE UT SYSTEM OF HIGHER EDUCATION INSTITUTIONS, AND
STATE OF TENNESSEE AGENCIES***

Tennessee Board of Regents, System Office
Austin Peay State University
East Tennessee State University
Middle Tennessee State University
Tennessee State University
Tennessee Technological University
University of Memphis
Chattanooga State Community College
Cleveland State Community College
Columbia State Community College
Dyersburg State Community College
Jackson State Community College
Motlow State Community College
Nashville State Community College
Northeast State Community College
Pellissippi State Community College
Roane State Community College
Southwest Tennessee Community College
Volunteer State Community College
Walters State Community College
University of Tennessee
TCAT-Athens
TCAT-Pulaski
TCAT-Hohenwald
TCAT-Jackson
TCAT-Whiteville
TCAT-Crump
TCAT-McKenzie
TCAT-Paris
TCAT-Newbern
TCAT-Ripley
TCAT-Covington
TCAT-Shelbyville
TCAT-Murfreesboro
TCAT-McMinnville
TCAT-Nashville
TCAT-Dickson
TCAT-Elizabethton
TCAT-Knoxville
TCAT-Oneida/Huntsville
TCAT-Harriman
TCAT-Jacksboro
TCAT-Crossville
TCAT-Memphis
TCAT-Livingston
TCAT-Hartsville
TCAT-Morristown
State of Tennessee Departments