



TENNESSEE TECH UNIVERSITY

REQUEST FOR PROPOSAL

HIGH-TECH GREENHOUSE INSTALLATION

Proposal Due Date/Time	February 27, 2025
	3:00pm CT

Electronic copies of this Request for Proposal available at <https://www.tntech.edu/purchasing/bidopportunities.php> or by contacting Milghen Ortiz-McMahan at mortizmcmahan@tntech.edu

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1 INTRODUCTION

1.1 Background

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

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

1.2 Statement of Purpose, Scope of Services

Tennessee Tech intends to secure a contract for a qualified contractor to design, build, and install a high-tech Greenhouse for its Biology department. Tennessee Tech has issued this Request for Proposal (RFP) to define Tennessee Tech's minimum service requirements; solicit Proposals; detail Proposal requirements; and, outline Tennessee Tech’s process for evaluating Proposals and selecting a contractor to provide the requested goods and/or services.

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

See Attachment 6.4 for additional information and requirements.

1.3 Pro Forma Contract

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

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

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

1.4 Coverage and Participation

Tennessee Tech is issuing this RFP on behalf of all State of Tennessee higher education institutions and agencies, Tennessee Board of Regents System Institutions and University of Tennessee System Institutions that desire to purchase under the resulting Agreement. The Proposer may elect to extend the contract to any or all of these institutions by providing a written acknowledgment of such extension in its proposal. 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
Tennessee Tech University
Derryberry Hall, Room 258
Box 5037
1 William L. Jones Drive
Cookeville, TN 38505
gholt@tntech.edu
Phone: 931-372-6062

1.6 Assistance to Proposers with a Disability

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

1.7 RFP Communications

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

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

Milghen Ortiz-McMahan, Contract Specialist
Tennessee Tech University
Derryberry Hall, Suite 301
1 William L. Jones Drive
Campus Box 5144
Cookeville, TN 38505
Phone: 931-372-3452
Email: mortizmcmahan@tntech.edu

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

RFP – High-Tech Greenhouse Installation

- 1.7.3 Any oral communication shall be considered unofficial and non-binding with regard to this RFP. Only Tennessee Tech's official responses and communications, as defined in Section 1.7.7 below, shall be considered binding with regard to this RFP. Tennessee Tech's official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.
- 1.7.4 The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline in the RFP Section 2, Schedule of Events.
- 1.7.5 Each Proposer shall assume the risk of the method of dispatching any communication or Proposal to Tennessee Tech. Tennessee Tech assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital "postmarking" of a communication or Proposal to Tennessee Tech by the specified deadline date shall not substitute for actual receipt of a communication or Proposal by Tennessee Tech.
- 1.7.6 Tennessee Tech reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification.
- 1.7.7 Tennessee Tech will convey all official responses and communications pursuant to this RFP via Internet posting at <https://www.tntech.edu/purchasing/bidopportunities.php>. It is the Proposers' responsibility to access this website to obtain updates to information as needed to submit a response to the most current information issued by Tennessee Tech.
- 1.7.8 Any data or information provided by Tennessee Tech (in this RFP, an RFP Amendment or any other communication relating to this RFP) is for informational purposes only. Tennessee Tech will make reasonable efforts to ensure the accuracy of such data or information; however, it is the Proposer's obligation to independently verify any data or information provided by Tennessee Tech. Tennessee Tech expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Proposers. Only Tennessee Tech's official, written responses and communications shall be considered binding with regard to this RFP.
- 1.8 Proposal Deadline**
- Proposals must be submitted no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A Proposal must respond to the written RFP and any RFP exhibits, attachments, or amendments. A late Proposal shall not be accepted, and a Proposer's failure to submit a Proposal before the deadline shall cause the Proposal to be disqualified. It is the responsibility of the Proposer to ascertain any additional requirements with respect to packaging and delivery to Tennessee Tech. Proposers should be mindful of any potential delays whether foreseeable or unforeseeable.
- 1.9 Written Questions/Answer Period**
- A question and answer period deadline is defined in the RFP Section 2, Schedule of Events. The purpose of the written question/answer period is to allow Proposers to submit any questions they may have regarding the scope of goods and/or services requested. To ensure accurate, consistent responses to all known potential Proposers, Tennessee Tech will issue its official response to questions as described in RFP Sections 1.7, *et seq.*, above and on the date specified in the RFP Section 2, Schedule of Events.

2 RFP SCHEDULE OF EVENTS

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

RFP SCHEDULE OF EVENTS		
NOTICE: Tennessee Tech reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Tennessee Tech will communicate any adjustment to the Schedule of Events via internet posting. See RFP Section 1.7.8.		
EVENT	TIME	DATE (all dates are Tennessee Tech business days)
1. Tennessee Tech Issues RFP		January 27, 2025
2. Disability Accommodation Request Deadline	4:30pm	February 7, 2025
3. Pre-Proposal Written Questions Deadline	Noon	February 7, 2025
4. Tennessee Tech Responds to all Questions	4:30pm	February 13, 2025
5. Technical & Cost Proposal Deadline	3:00pm	February 27, 2025
6. Tennessee Tech Completes Preliminary Technical Proposal Evaluations to identify Finalists		March 14, 2025
7. Proposer Finalist Presentations (if requested)		March 24 – March 28, 2025
8. Tennessee Tech Opens Cost Proposals and Calculates Scores		March 31, 2025
9. Tennessee Tech Issues Intent to Award Letter and Opens RFP Files for Public Inspection		April 7, 2025
10. Award of Contract		April 14, 2025

3 PROPOSAL REQUIREMENTS

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

3.1 Proposal Form and Delivery

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

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

“Technical Proposal in Response to RFP – High-Tech Greenhouse Installation- Do Not Open”

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

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

“Cost Proposal in Response to RFP – High-Tech Greenhouse Installation -- Do Not Open”

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

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

“Contains Separately Sealed Technical and Cost Proposals for RFP – High-Tech Greenhouse Installation”

3.1.5 Tennessee Tech’s Purchasing and Contracts Office must receive all Proposals in response to this RFP, at the address identified in Section 1.7.1, no later than the Proposal Deadline time and date in the RFP Section 2, Schedule of Events. Late Proposals will not be considered and will remain unopened and filed in the RFP file.

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

3.2 Technical Proposal

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

NOTICE: NO 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. THE 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 Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Proposer must duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding Proposal page numbers as appropriate). The order of the response to the Technical Proposal and Evaluation Guide should be preserved.

- 3.2.3 Each Proposal should be concisely prepared, with emphasis on completeness and clarity of content. A Proposal, as well as any reference material presented, must be written in English on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible). All Proposal pages must be numbered.
- 3.2.4 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.
- 3.2.5 Tennessee Tech may, at its sole discretion, determine a Proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference sections of the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide (including using Attachment 6.5 as a table of contents as specified in 3.2.2 hereof);
- 3.2.6 Tennessee Tech may at its sole discretion, determine a Proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide
- 3.2.7 **The Proposer must sign and date the original Technical Proposal. Digital signatures are acceptable. Failure to submit one (1) original with a signature will be cause for rejection of the Proposal.**
- 3.2.8 In the event of a discrepancy between the original Technical Proposal and the digital copy, the original, signed document will take precedence.
- 3.2.9 Tennessee Tech may request Proposers to give an oral presentation of their solution, either in-person or remotely.

3.3 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 with a signature will be cause for rejection of the Proposal.**
- 3.3.4 In the event of a discrepancy between the original Cost Proposal and the digital copy, the original, signed document will take precedence.
- 3.3.5 If a Proposer fails to submit a Cost Proposal as required, Tennessee Tech shall determine the Proposal to be non-responsive and reject it.

4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION

4.1 Proposer Required Review and Waiver of Objections

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

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

4.2 RFP Amendment and Cancellation

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

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

4.3 Proposal Prohibitions and Right of Rejection

- 4.3.1 Tennessee Tech reserves the right, at its sole discretion, to reject any and all Proposals in accordance with applicable laws and regulations.
- 4.3.2 Each Proposal must comply with all of the terms of this RFP and all applicable state laws and regulations. Tennessee Tech may consider any Proposal that does not comply with all of the terms, conditions, and requirements of this RFP to be non-responsive and reject it.
- 4.3.3 A Proposal of alternate goods and/or services (*i.e.*, a Proposal that offers goods and/or services different from those requested by this RFP) shall be considered non-responsive and rejected.
- 4.3.4 A Proposer may not restrict the rights of Tennessee Tech or otherwise qualify a Proposal. Tennessee Tech may determine such a Proposal to be a non-responsive counteroffer, and the Proposal may be rejected.
- 4.3.5 A Proposer shall not submit multiple Proposals in different capacities. This prohibited action shall be defined as a Proposer submitting one Proposal as a prime contractor and a second Proposer submitting a Proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their Proposals, provided that the subcontractor does not also submit a Proposal as a prime contractor. Submitting multiple Proposals in different capacities may result in the disqualification of all Proposers knowingly involved.
- 4.3.6 Tennessee Tech shall reject a Proposal if the 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.

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 (refer to RFP Attachment 6.5, Section B, Qualifications & Experience Requirements.)

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

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

4.7.5. Notwithstanding any Tennessee Tech approval relating to subcontracts, the Proposer who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.8 Right to Refuse Personnel

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

4.9 Insurance

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

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

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

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

4.10 Department of Revenue Registration

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

4.11 Financial Stability

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

4.12 Proposal Withdrawal

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

4.13 Proposal Errors and Amendments

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

4.14 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 one-hundred twenty (120) days from the date of opening. This assures that Proposers' offers are valid for a period of time sufficient for thorough consideration. Proposals which do not so state will be presumed valid for one-hundred twenty (120) days from the date of the 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 Tennessee statute. Notations on Proposals requiring materials submitted be kept confidential will not be honored. All bid documents and contracts become public records in accordance with applicable statute(s).**

4.16.3 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 Contractor selection processes do not obligate Tennessee Tech and do not create rights, interests, or claims of entitlement by either the Proposer with the apparent best-evaluated Proposal or any other Proposer. Contract award and Tennessee Tech obligations pursuant thereto shall commence only after the Contract is fully executed by the appropriate authorities.

4.18 Contractor Performance

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

4.19 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.

4.20 Severability

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

4.21 Next Ranked Proposer

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.

4.22 Contractor Registration

Proposers should complete Tennessee Tech's vendor registration process. When applicable, Tennessee Tech shall work with Proposers and the Governor's Office of Diversity Business Enterprise (Go-DBE) for Proposers to obtain official state certification. Although registration with Tennessee Tech is not required to make a Proposal, a resulting contract from this RFP process cannot be finalized without the successful proposer being a registered vendor.

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

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

4.23 Policy and Guideline Compliance

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

4.24 Protest Procedures

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

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

5 PROPOSAL EVALUATION & CONTRACT AWARD

5.1 Evaluation Categories and Maximum Points

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

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	30
Technical Approach	40
Cost Proposal	30

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 Proposal Evaluation

- 5.2.1.1 The RFP Coordinator will use the RFP Attachment 6.5, Technical Proposal and Evaluation Guide, to manage the Technical Proposal evaluation and maintain evaluation records.
- 5.2.1.2 The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.5, Technical Proposal and Evaluation Guide, Technical Proposal Section A). If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Chief Procurement Officer will review the proposal and document his/her determination of whether: (1) the proposal meets requirements for further evaluation; (2) Tennessee Tech will request clarifications; or (3) Tennessee Tech will determine the proposal to be non-responsive to the RFP and reject it. A determination that a proposal is non-responsive must be approved by the Chief Business Officer before notice may be sent out that the proposal has been rejected.
- 5.2.1.3 A Proposal Evaluation Team, appropriate to the scope and nature of the RFP, will evaluate each Technical Proposal that appears responsive to the RFP.
- 5.2.1.4 Each Proposal Evaluation Team member will independently evaluate each proposal against the evaluation criteria in this RFP, rather than against other proposals, and will score each in accordance with the RFP Attachment 6.5, Technical Proposal and Evaluation Guide.
- 5.2.1.5 During the Technical Proposal evaluation, Tennessee Tech may identify approximately 3-5 finalists, who will continue through the remaining phases of the process. 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 clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by Tennessee Tech. The Proposer shall put any resulting clarification in writing as may be required by Tennessee Tech.

5.2.2 Finalist Presentations

During the Technical Proposal evaluation process, Tennessee Tech may require each finalist to make a presentation of its Technical Proposal. The presentation will enable the Proposers to present their Technical Proposal and field questions from the evaluators. Presentations will be part of the final Proposal score. No Cost Proposal information is to be discussed at 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(s), who will consider the Proposal evaluation process results and all pertinent information available to make a determination regarding Contract award. Tennessee Tech reserves the right to make an award without further discussion of any Proposal.

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

5.3.2 After the appropriate official's determination, Tennessee Tech will issue an Intent to Award to identify the apparent best-evaluated Proposal. **Note: The Intent to Award shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated Proposal or any other Proposer.**

5.3.3 Tennessee Tech will make the RFP files available for public inspection for a defined period following issuance of the Intent to Award and prior to Contract award. **By submitting a Proposal, the Proposer understands and agrees that its Proposal will become available to the public.**

5.3.4 The Proposer with the apparent best-evaluated Proposal must agree to and sign a contract with Tennessee Tech that shall be substantially the same as the RFP Pro Forma Contract. Prior to contract execution, Tennessee Tech reserves the right, at its sole discretion, to add terms and conditions or to revise Pro Forma Contract requirements in Tennessee Tech's best interests. No such terms and conditions or revision of contract requirements shall materially affect the basis of Proposal evaluations or negatively impact the competitive nature of the RFP process.

5.3.5 The Proposer with the apparent best-evaluated Proposal must sign and return the Contract no later than the deadline provided by Tennessee Tech. If the Proposer fails to provide the signed Contract by the deadline, Tennessee Tech may determine that the Proposer is non-responsive to the RFP terms and reject the Proposal.

5.3.6 If Tennessee Tech determines that an apparent successful Proposal is non-responsive and rejects the Proposal, the RFP Coordinator will re-calculate scores for each responsive Cost Proposal to determine a new potential contract awardee.

CONTRACTOR REQUIREMENTS FORM

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



I. Ownership Information	
1. Contractor Legal Entity Name (Name used for tax filing purposes): _____	2. Is Contractor a permanent resident or citizen of the US? <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, state country of citizenship): _____ (Note: Contractors who are individuals and are not US citizens must complete a Foreign National Data Form prior to execution of contract.)
3. Kind of Ownership (Check all that apply):: <input type="checkbox"/> Government (GO) <input type="checkbox"/> Non-Profit (NO) <input type="checkbox"/> Majority (MJ) <input type="checkbox"/> Minority (MO)* <input type="checkbox"/> Woman (WO)* <input type="checkbox"/> Small (SB)* <input type="checkbox"/> State of TN Agency <input type="checkbox"/> Service-Disabled Veteran (SV)* <input type="checkbox"/> Certified Disabled (DB)* <i>*See reverse side of form for clarification of these categories.</i>	4. Minority / Ethnicity Code (Check one): <input type="checkbox"/> African American (MA) <input type="checkbox"/> Native American (MN) <input type="checkbox"/> Hispanic American (MH) <input type="checkbox"/> Asian American (MS) 5. Preference for reporting purposes: (Note: If Contractor qualifies in multiple categories as small, woman-owned and/or minority, Contractor is to specify in which category he/she is to be considered for reporting and classification purposes.) Check one only: <input type="checkbox"/> Small <input type="checkbox"/> Minority-Owned <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Service-Disabled Veteran <input type="checkbox"/> Certified Disabled
6. Certification: I certify that all of the information as completed above is accurate and true. (Signature required below.) Signed: _____ Date: _____ Name (Printed): _____ Title: _____	
II. Sales and Use Tax.	
As a contractual requirement under Tennessee law, vendors who contract with the state of Tennessee must be registered to collect sales tax if they make sales that are subject to the Tennessee sales and use tax. If you are already registered to collect Tennessee sales and use tax, please provide your registration number: _____ (Note: This number is NOT your federal ID number.) If you are not registered, please go to Tennessee Taxpayer Access Point (TNTAP) and under the header "Registration", select TN Vendor Contract Questionnaire . This will open a survey designed to evaluate whether you must register for sales and use tax. Based on your responses, you will be directed to either register or will be provided with a letter of exemption from sales tax collection. Please provide a copy of the exemption letter or evidence of registration to Tennessee Tech to satisfy this contractual requirement.	

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

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

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

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

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

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

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

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

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

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

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

This Contract, by and between Tennessee Technological University hereinafter referred to as “Tennessee Tech” and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the “Contractor,” is for the provision of designing, building, and installing a high-tech greenhouse, as further described herein. The Contractor is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY]. The Contractor’s address is: [ADDRESS]

A. SCOPE OF SERVICES:

The Contractor shall provide services including design, build, delivery and installation of a high-tech greenhouse on the campus of Tennessee Tech. Contractor is not responsible for dirt work, flat concrete work, electrical or plumbing.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on [DATE], and ending on [DATE.]. Tennessee Tech shall have no obligation for goods and/or services rendered by the Contractor which are 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 [WRITTEN DOLLAR AMOUNT] dollars (\$[NUMBER AMOUNT]). The Maximum Liability represents the maximum 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 services and the Contractor performs the services in accordance with the Contract requirements. The Maximum Liability is firm for the duration of the Contract unless the Contract is amended.

C.2. The Service Rates are listed in Attachment A (Cost Schedule) and include, but are not limited to, applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor. The Service Rates are firm for the Contract Term and are not subject to escalation for any reason unless this Contract is amended

C.3. Travel Compensation. If applicable, and only with prior approval of Tennessee Tech for Contract-related travel, compensation to the Contractor for travel, meals and/or lodging in connection to work performed under this Contract shall be in the amount of actual cost to the Contractor, subject to the maximum amounts and limitations specified in Tennessee Tech travel policies, as they may be amended from time to time.

C.4. Invoices. The Contractor shall submit invoices, in form and substance acceptable to Tennessee Tech with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated. Invoices shall provide sufficient detail to allow Tennessee Tech to reconcile all payments against the Cost Schedule.

- C.5. 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.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 by Tennessee Tech shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts 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 RESPONSIBILITIES:
- Contractor responsibilities and/or detailed Scope of Work are provided in Attachment 6.4.
- E. TERMS AND CONDITIONS:
- E.1. Authorized Signatories and Counterparts. Tennessee Tech is not bound by this Contract until it is executed by Tennessee Tech's authorized official(s). If applicable, Contractor represents s/he is authorized to enter into this Contract on behalf of the entity named in the Contract. The parties agree that the Contract may be executed in counterparts, signed electronically and transmitted electronically.
- E.2. Modification and Amendment. This Contract may be modified only through a written amendment executed by the parties.
- E.3. Termination for Convenience. Tennessee Tech may terminate this Contract without cause for any reason. Termination under this Section E.3 shall not be deemed a Breach of Contract by Tennessee Tech. Tennessee Tech shall give the Contractor at least sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for approved services as of the termination date. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Termination for Cause. It shall be the responsibility of the Contractor to perform its contractual duties on an ongoing basis as specified in the Contract. Failure to do so is considered a breach of contract. If Tennessee Tech feels that the Contractor is not performing its obligations at a satisfactory level, Tennessee Tech will notify the Contractor of its concerns in writing. With the notification, Tennessee Tech shall identify areas of improvement and will specify a time within which the Contractor shall cure such breach of contract. Should satisfactory improvement not be made, at the sole discretion of Tennessee Tech, Tennessee Tech shall have the right to terminate the contract with 30 days' notice. Notwithstanding the above, the Contractor shall not be relieved of liability to Tennessee Tech for damages sustained by virtue of any breach of this Contract by the Contractor.
- E.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods and/or services performed under this Contract without obtaining the prior written approval of Tennessee Tech. Notwithstanding any use of approved subcontractors, the Contractor shall be the prime Contractor and shall be responsible for all work performed.
- E.6. Conflicts of Interest. Contractor certifies its compliance with applicable federal and state laws, rules and regulations and Tennessee Tech policies with respect to Conflict of Interest, including, but not limited to the following:

- Pursuant to T.C.A. § 12-4-103, Contractor acknowledges that it is unlawful for any state official or employee to bid on, sell, or offer for sale, any merchandise, equipment or material, or similar commodity, to the state of Tennessee during the tenure of such official's or employee's office or employment, or for six (6) months thereafter, or to have any interest in the selling of the same to the state;
- Pursuant to TTU Policy 132, Conflict of Interest, Tennessee Tech prohibits purchases of merchandise, equipment, materials or similar commodities from a Tennessee Tech employee's business or from a family member's business. Family member, as defined by the policy, means a spouse or child dependent or non-dependent of Tennessee Tech employee, unless otherwise defined by statute.
- Pursuant to TTU Policy 132, Conflict of Interest, Tennessee Tech prohibits service contracts with an individual who is, or within the past six months has been a state employee. Contracts with the employee's spouse, a company or corporation in which a controlling interest is held by any state employee or the employee's spouse shall be considered, for the purpose of applying this rule, to be a contract with said individual.

E.7. Nondiscrimination. Contractor acknowledges and agrees that no person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by federal, or Tennessee constitutional or state laws shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the Contract.

E.8. Records. The Contractor shall maintain documentation for all charges against Tennessee Tech under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by Tennessee Tech, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

E.9. Strict Performance. Failure by either party to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

E.10. Severability. If any terms or conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

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

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

E.12. Tennessee Tech Liability. Tennessee Tech shall have no liability except as specifically provided in this Contract. Contractor agrees that the Tennessee Claims Commission shall have exclusive jurisdiction to resolve disputes related to this Contract.

- E.13. Insurance. The Contractor shall maintain a commercial general liability policy, which shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of \$1,000,000 per occurrence, \$3,000,000 in the aggregate and which shall name Tennessee Tech and Tennessee Tech Foundation as additional insured. The Contractor shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law. The Contractor shall deliver to Tennessee Tech certificates of insurance upon request. If any policy providing insurance required by the Contract is cancelled prior to the policy expiration date, the Contractor, upon receiving a notice of cancellation, shall give immediate notice to Tennessee Tech. The enumeration in the Contract of the kinds and amounts of liability insurance shall not abridge, diminish or affect the Contractor's legal responsibilities arising out of or resulting from the goods and/or services under this Contract.
- E.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. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- E.17. Communications and Contacts.

Tennessee Tech:
Milghen Ortiz-McMahan, Contracts Specialist
Tennessee Tech University
Purchasing and Contracts Office
Campus Box 5144
Derryberry Hall, Suite 301
1 William L. Jones Drive
Cookeville, TN 38505
(931) 372-3452
mortizmcmahan@tntech.edu

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

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

- E.19. Subject to Funds Availability. The Contract is entirely subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Tennessee Tech reserves the right to terminate the Contract upon written notice to the Contractor.

- E.20. Breach. A party shall be deemed to have breached the Contract if any of the following occurs. This list is not exclusive.
- failure to perform in accordance with any term or provision of the Contract;
 - partial performance of any term or provision of the Contract;
 - any act prohibited or restricted by the Contract, or
 - violation of any warranty.
- E.21. Intellectual Property. Contractor agrees that Tennessee Tech will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and Tennessee Tech acknowledge and agree that the Contractor's work under this Contract shall belong to Tennessee Tech 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. Competitive Procurements. If this Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, and/or services, such procurements shall be made on a competitive basis, when practical.
- E.23. Inventory/Equipment Control. No equipment shall be purchased under this Contract.
- E.24. Contract Documents. Included in this Contract by reference are the following documents:
- a. This Contract document and its attachments;
 - b. The Request for Proposal – Marketing Services 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.25. 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.26. Hold Harmless. The Contractor agrees to indemnify and hold harmless Tennessee Tech as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action, including reasonable attorney's fees, which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for Tennessee Tech in the event such service is necessary to enforce the terms of this paragraph or otherwise enforce the obligations of the Contractor to Tennessee Tech hereunder.

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

- E.27. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;

- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- E.28. Prohibition on Hiring Illegal Immigrants. Pursuant to T.C.A. § 12-3-309(b), Contractor attests by signature below that the Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract, and will not knowingly utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of this Contract.
- E.29. Sales and Use Tax. Contractor certifies that the Contractor has either registered with the State of Tennessee's Department of Revenue for or does not make sales of goods or services that are subject to the collection of Tennessee sales and use tax, as required by T.C.A. § 12-3-306, and will provide proof of compliance upon request.
- E.30. Data Privacy and Security. (Reserved.)
- E.31. Service and Software Accessibility Standards. (Reserved.)
- E.32. NCAA Requirements. Contractor agrees, as applicable, to comply with relevant National Collegiate Athletic Association (NCAA) legislation, interpretations and policies, located on the [NCAA website](#) and as amended from time to time, on the use of a student-athlete's name or likeness. This duty to comply includes, but is not limited to, the requirements found in the relevant NCAA Division Manual, such as NCAA Rule 12.5.2 "Use of Student Athlete Name or Likeness." Contractor further agrees to immediately report any real or suspected violation of the NCAA legislation, interpretations, and/or policies to Amanda Thatcher, at AMiller@tntech.edu.
- E.33. Iran Divestment Act. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief, neither it nor any of its subcontractors, if applicable, is on the Iran Divestment Act (T.C.A. §§ 12-12-101 et seq.) list of entities or persons ineligible to contract with the State of Tennessee.
- E.34. Click-Wrap Agreements. If applicable to this Contract, the Contractor agrees that click-wrap agreements shall not be binding upon Tennessee Tech. No employee has the actual or apparent authority to enter into click-wrap agreements on behalf of Tennessee Tech without the approval of Tennessee Tech's President or his/her designee. No employee has the authority to modify, amend, or supplement this Agreement through a click-wrap agreement. This Agreement can only be modified, amended, or supplemented under these terms through a written amendment in accordance with Tennessee Tech's policies and procedures.
- E.35. Boycott of Israel. Contractor certifies that is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by T.C.A. § 12-4-119.

IN WITNESS WHEREOF:

[CONTRACTOR LEGAL ENTITY NAME]:

[NAME AND TITLE]

Date

TENNESSEE TECH:

Claire Stinson, Vice President for Planning and Finance

Date

PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES

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

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

1. This Proposal constitutes a commitment to provide all goods and/or services as defined in the RFP Attachment 6.4 for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.2, *Pro Forma Contract*. A Proposal that limits or changes any of the terms or conditions contained in the Pro Forma Contract may be considered by Tennessee Tech, in its sole discretion, non-responsive and may be rejected.
2. The information detailed in the Proposal submitted herewith in response to the RFP is accurate.
3. The Proposal shall remain valid for at least one-hundred twenty (120) days subsequent to the date of the 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 certifies, by signature below and submission of this Proposal, to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with, obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.
6. The Proposer understands and agrees that Proposer shall be paid by the method agreed upon between Tennessee Tech and the Proposer.
7. By signature below and/or upon submission of its Proposal, the Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to §12-12-106.
8. The Proposer ___does or ___does not agree to extend this Proposal and current contract pricing to all institutions provided in Attachment 6.8.

SIGNATURE & DATE: _____

PROJECT SCOPE & MANDATORY REQUIREMENTS

Tennessee Tech seeks Proposals from qualified firms to assist in the design, production, delivery, and set-up of a high-tech greenhouse on its campus in Cookeville, TN.

Greenhouse Requirements:

1. 24' x 48' minimum size
2. Entrance and exit doors, both lockable, 36" x 80"
3. Exhaust fans
4. Motorized shutters
5. Gas heater
6. Horizontal air flow fans
7. Wall-mounted vertical evaporative cooling to cover at least 20' of wall
8. Interior shade cloth
9. Environmental controller with humidity and temperature sensors (equivalent to iGrow 800)
10. Contractor panel separate from main greenhouse rooms with water/moisture
11. Remote telephone alert system for temperature alarms, land line
12. Ceiling irrigation system for mist controlled by environmental controller
13. Ground irrigation for hand watering (at least three hose adapters) with filtration and backflow prevention
14. Basic water purification system for frequent lime buildup
15. Professional installation of greenhouse on area that has already been prepared with electrical, plumbing and heat access
16. Benches, rolling, 5' x 12' – quantity of three (3)
17. Necessary equipment to support approximately 8' x 5' untreated pond structure, with drain line for cleaning

****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

TECHNICAL PROPOSAL & EVALUATION GUIDE

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

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

PROPOSER LEGAL ENTITY NAME:

- The Proposer must deliver its proposal to and the proposal must be received by the Purchasing and Contracts Office of Tennessee Tech no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.
- The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.1., *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 Contractor Requirements Form (Attachment 6.1).	
	A.2.	Provide the Proposal Transmittal and Statement of Certifications and Assurances (RFP Attachment 6.3.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract.	
	A.3.	Provide Contract Scope & Mandatory Requirements (Attachment 6.4), initialed to indicate acceptance.	
	A.4.	Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee or Tennessee Tech) and, if so, the nature of that conflict. NOTE: Determination of conflict of interest shall be solely within the discretion of Tennessee Tech, and Tennessee Tech reserves the right to cancel any award.	

	A.5.	Provide a copy of a current certificate of liability insurance. If Proposer's current limits/coverages do not meet Tennessee Tech's requirements, the successful Proposer will be required to submit a valid, current certificate of insurance that meets the requirements prior to contract award.	
	A.6	Provide credentials regarding the Proposer's capabilities to provide the services as set out in the RFP, including information regarding projects with customers of similar size and scope as what Tennessee Tech requires.	

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B

**PROPOSER
NAME:**

SECTION B — QUALIFICATIONS & EXPERIENCE

The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). A Proposal Evaluation Team, made up of three or more Tennessee Tech employees, will independently evaluate and score the Proposal’s “qualifications and experience” responses. Point values may be rounded to 2 decimal places.

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items	
	<p>B.1 Describe the Proposer’s form of business (<i>i.e.</i>, individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, email address and telephone number of the person Tennessee Tech should contact regarding the Proposal.</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 narrative to include the following information relative to Proposer:</p> <ul style="list-style-type: none"> • Year founded • Number of offices and locations • The location that will be serving Tennessee Tech 	
	<p>B.7 Provide three (3) customer references. Include the following information regarding these clients:</p>	

- | | | |
|--|--|--|
| | <ul style="list-style-type: none">• the company name and business address;• the name, title, and email address of a company contact knowledgeable about Proposer's work; and• a brief description of the service provided and the period of service. | |
|--|--|--|

Each evaluator will generally consider the results of reference inquiries by Tennessee Tech regarding the references provided.

(Maximum Section B Score = 30)

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C

**PROPOSER
NAME:**

SECTION C – TECHNICAL APPROACH. Do not include any cost information in the Technical Proposal response. The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (with the associated item references). A Proposal Evaluation Team, made up of three or more Tennessee Tech employees, will independently evaluate and score the proposal’s response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

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

Proposal Page # (to be completed by Proposer)	Technical Approach Items	Score
	<p>C.1 Describe your design process, including the individuals involved and how you collaborate with your clients.</p> <p>Maximum points =</p>	
	<p>C.2 Describe your timeline for each phase of project design, production, delivery and set-up.</p> <p>Maximum points =</p>	
	<p>C.3 Provide drawings or photographs of projects you have completed for other customers, that are similar to what Tennessee Tech is pursuing.</p> <p>Maximum points =</p>	
	<p>C.4 Describe your post-purchase support, if any.</p> <p>Maximum points =</p>	
	<p>C.5 Describe how you can provide a solution that is aesthetically pleasing and a good fit for Tennessee Tech’s campus.</p> <p>Maximum points =</p>	
	<p>C.6 Are you able to provide a headhouse if requested by Tennessee Tech? If so, please describe.</p> <p>Maximum points =</p>	
	<p>C.7 Are you able to provide two separate climate-controlled rooms – one at 50-80 degrees with humidity, and one at 75-85 degrees, no humidity? If so, please describe.</p> <p>Maximum points =</p>	
SECTION C TOTAL MAXIMUM SCORE		40

COST PROPOSAL & SCORING GUIDE		
NOTICE TO PROPOSER: Cost Proposal MUST be completed EXACTLY as shown.		
PROPOSER NAME:		
SIGNATURE & DATE:		
<p><i>NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. Proposer shall, upon request, provide proof of signatory's authority to sign the Proposal and any resulting Contract.</i></p>		
<p>COST PROPOSAL SCHEDULE</p> <p>The Proposer shall itemize the proposed price for providing the services as listed below. Proposed costs shall include all costs related to providing the contractual services, including but not limited to, applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor. List all monetary amounts as United States currency.</p>		
	Proposer's Cost	Points Awarded (for Tenn Tech Use Only)
Design, Production and Delivery FOB Cookeville, TN of High-Tech Greenhouse as described in Attachment 6.4		
Optional: Additional Cost to Provide a Headhouse		
Optional: Additional Cost to Provide two (2) separate climate-controlled rooms, one (1) at 50-80 degrees with humidity, and one (1) at 75-85 degrees and no humidity		
<p>ADDITIONAL GOODS AND/OR SERVICES. On a separate sheet, Proposer shall list any goods and/or services that Proposer can provide within the scope of the Contract and detail the unit cost for each. Additional goods and/or services will not be considered in the evaluation; however, such additional items may be included in the Contract at Tennessee Tech's sole discretion.</p>		
Total Max. Points		30

SCORE SUMMARY MATRIX

	<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>	
QUALIFICATIONS & EXPERIENCE (maximum: 30 points)						
<i>EVALUATOR 1</i>						
<i>EVALUATOR 2</i>						
<i>EVALUATOR 3</i>						
<i>EVALUATOR 4</i>						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 40 points)						
<i>EVALUATOR 1</i>						
<i>EVALUATOR 2</i>						
<i>EVALUATOR 3</i>						
<i>EVALUATOR 4</i>						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
	TOTAL SCORE:		TOTAL SCORE:		TOTAL SCORE:	
COST PROPOSAL (maximum: 30 points)						
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100 points)						

**LISTING OF LOCALLY-GOVERNED INSTITUTIONS, TBR SYSTEM INSTITUTIONS,
THE UT SYSTEMS OF HIGHER EDUCATION AND STATE OF TENNESSEE**

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