



TENNESSEE TECH UNIVERSITY

Request for Proposal

MAIL & PRINT SERVICES

Proposal Due Date/Time:

July 18, 2026 @ 3:00 PM Central Time

Electronic copies of this Request for Proposal available at www.tntech.edu/purchasing. Click on the “Upcoming Bid Opportunities” link and then on the appropriate document link(s) or by contracting Janice Scarlett at jscarlett@tntech.edu

CONTENTS

SECTION	DESCRIPTION
1	Introduction
2	RFP Schedule of Events
3	Proposal Requirements
4	General Requirements & Contracting Information
5	Proposal Evaluation & Contract Award
6	RFP Attachments
6.1	Contractor Requirements Form
6.2	Pro Forma Contract
6.3	Proposal Transmittal/Statement of Certifications & Assurances
6.4	Project Narrative
a.	6.4M – Mail Services
b.	6.4P – Print Services
6.5	Technical Proposals & Evaluation Guides
6.6	Cost Proposals & Scoring Guides
6.7	Proposal Score Summary Matrix
6.8	Listing of State Universities, TBR System Institutions, the UT System of Higher Education, and State of Tennessee
6.9	Vendor Checklist for Prevention of Common RFP Mistakes that lead to Proposal Rejection

1 INTRODUCTION

1.1 Background

1.1.1 Tennessee Tech University is a four-year comprehensive university located in Cookeville, Tennessee, and is the state's only technological university, currently enrolling more than 10,000 students. Tennessee Tech offers more than 200 academic programs through its various academic divisions – the College of Agriculture and Human Ecology, College of Arts and Sciences, College of Business, College of Education and Human Sciences, College of Emerging and Integrative Studies, College of Engineering, College of Fine Arts, College of Graduate Studies, and the Whitson-Hester School of Nursing. Tennessee Tech also offers the PhD in education, engineering, and environmental science and maintains seven research centers, including three Centers of Excellence, (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.

1.2 Statement of Procurement Purpose

1.2.1 Tennessee Tech is seeking proposals for an experienced and qualified Contractor to provide Mail Services, Print Services, or Mail plus Print Services.

1.2.2 Through this RFP, Tennessee Tech seeks to procure necessary 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. Vendors 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. Tennessee Tech shall work with the successful Proposer and the Go-DBE Office regarding registration/certification.

1.2.3 The vendor shall provide all necessary personnel and supervision to:

- Departmental Mail Services: Collect, process, store, and deliver mail on the main campus of Tennessee Tech and local extension offices.
- Student Postal & Retail Mail Services: Provide daily mail services to students, faculty and staff.

1.2.4 The vendor shall provide all necessary personnel and supervision to:

- Print Center Services: Staff and equip with a full-service retail Print Center operation on campus for Tennessee Tech.
- Bulk Mail & Fulfillment Services: Produce high volume print, fold, insert and mail mailers for Tennessee Tech departments.

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 Goods and/or Services in Section A & B;
- Contract Term in Section C;
- Payment Terms and Conditions in Section D;
- Contractor Responsibilities in Section E & F;
- Terms and Conditions in Section G; and
- Special Terms and Conditions in Section H.

The *Pro Forma* Contract substantially represents the contract document that the successful Proposer 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 Nondiscrimination

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

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
Box 5037
Cookeville, TN 38505
Phone: 931-372-6062
gholt@tnitech.edu

1.5 Assistance to Proposers with Disability

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

1.6 RFP Communications

- 1.6.1 Unauthorized contact regarding this RFP with employees or officials of Tennessee Tech other than the RFP Coordinator names 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.

Janice Scarlett, Interim Director for Purchasing & Contracts
Derryberry Hall, 1 William L. Jones Drive, Suite 301
Cookeville, TN 38505
Phone: 931-372-3464
Jscarlett@tnitech.edu

- 1.6.2 Tennessee Tech has assigned the following RFP identification that must be referenced in all communications regarding the RFP: **RFP – MAIL & PRINT SERVICES**
- 1.6.3 Any oral communications are considered unofficial and non-binding regarding this RFP. Only Tennessee Tech’s official responses and communications, as defined in Section 1.6.7 below, shall be considered binding regarding this RFP. Tennessee Tech’s official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.
- 1.6.4 The RFP Coordinator must receive all written comments, including questions and requests for clarification no later than the Written Questions/Comments Deadline in the RFP Section 2, Schedule of Events.
- 1.6.5 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.
- 1.6.6 Tennessee Tech reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification.
- 1.6.7 Tennessee Tech will convey all official responses and pursuant to this RFP via Internet posting at <https://www.tntech.edu/purchasing/bidopportunities.php>, It is the proposers’ responsibility to monitor this website for additional information regarding the RFP and to submit a response with the most current information issued by Tennessee Tech.
- 1.6.8 Any data 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.

1.7 Proposal Deadline

Proposals must be received in Tennessee Tech’s Purchasing Office no later than the Proposal Deadline time and date detailed in 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.

1.8 Written Question-and-Answer Period

The question-and-answer period deadline is in RFP Section 2, Schedule of Events. The purpose of the written question-and-answer period is to allow Proposers to submit any questions they may have regarding the scope of services requested. To ensure accurate, consistent responses to all known potential Proposers, the official responses to questions will be issued by Tennessee Tech as described in RFP Sections 1.6, *et seq.*, above and on the date in RFP Section 2, Schedule of Events.

1.9 Campus Visit

A campus visit is scheduled for any interested party who would like to view the Tennessee Tech facilities and equipment. This campus visit is recommended but not mandatory. The date and meeting location can be found in RFP Section 2, Schedule of Events. Please contact the RFP Coordinator with questions.

1.10 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 acknowledgement of such extension in its proposal, After the initial term of the resulting contract, and each year of the Contract thereafter, Tennessee Tech reserves the right to re-negotiate more favorable terms/pricing if more institutions provided in Attachment 6.8 choose to join the resulting Contract.

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 AM and 4:30 PM Central Time.

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 to the potential Proposers		
EVENT	TIME	DATE (all dates are Tennessee Tech business days)
1. Tennessee Tech Issues RFP		June 9, 2026
2. Campus Visit – Roaden University Center, First Floor Lobby	10:30am	June 22, 2026
3. Disability Accommodation Request Deadline	Noon	June 29, 2026
4. Written Questions / Comments Deadline	Noon	June 29 2026
5. Tennessee Tech Responds to Written Questions	4:30pm	July 2, 2026
6. Proposal Deadline & Opening of Technical Proposals	3:00pm	July 18, 2026
7. Technical Proposal Presentations	TBD	July 27 – July 30, 2026
8. Tennessee Tech Completes Technical Proposal Evaluations		July 31, 2026
9. Tennessee Tech Opens Cost Proposals and Calculates Scores		August 3, 2026
10. Tennessee Tech Issues Intent to Award Letter and Opens RFP Files for Public Inspection		August 7, 2026
11. Award of Contract		August 14, 2026
12. Contract Effective Date		September 1, 2026

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 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 bid/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) original (with original signature) 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 – MAIL & PRINT SERVICES”
*Electronic copy is to be submitted on a separate flash drive with the Technical Proposal submission.
- 3.1.3 Each Proposer must submit one (1) original (with original signature) and one (1) electronic* copy of the Cost Proposal to Tennessee Tech in a sealed package that is clearly marked:
“Cost Proposal in Response to RFP – MAIL & PRINT SERVICES”
*Electronic copy is to be submitted on a separate flash drive with the Technical Proposal submission.
- 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 – MAIL & PRINT SERVICES”
- 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 1.6.1, no later than the Proposal Deadline time and date in 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 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 NOT 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.
- 3.2.3 Each proposal should be concisely prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference materials presented must be written in English and must be written on standard 8 ½" 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 the 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 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.
- 3.2.6 Tennessee Tech may 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 or electronic signatures are acceptable as the original signature. Failure to submit one (1) original with signature will be cause for rejection of the proposal.**

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 The Cost Proposal must be recorded on an exact duplicate of RFP Attachment 6.6, Cost Proposal and Scoring Guide. Additional pages may be used as necessary to provide cost information.
- 3.3.3 Each Proposer shall ONLY record the proposed cost exactly as required by the Cost Proposal and Evaluation Guide and shall NOT record any other rates, amounts, or information.
- 3.3.4 **The Proposer must sign and date the original Cost Proposal. Digital or electronic signatures are acceptable as the original signature. Failure to submit one (1) original with signature will be cause for rejection of the proposal.**
- 3.3.5 In the event of a discrepancy between the original Cost Proposal and the digital copy, the original, signed document will take precedence.
- 3.3.6 If a Proposer fails to submit a Cost Proposal as required, Tennessee Tec 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 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 Questions/Comments Deadline in the RFP Section 2, Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

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, in writing, by the Questions/Comments Deadline.

4.2 RFP Amendment and Cancellation

Tennessee Tech reserves the unilateral right to amend this RFP in writing at any time. If an RFP amendment is issued, Tennessee Tech will convey such amendment to the potential Proposers by posting it on its website 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 the terms of this RFP and all applicable state laws and regulations. Tennessee Tech may reject any proposal that does not comply with all the terms, conditions, and performance requirements of this RFP. Tennessee Tech may consider any proposal that does not meet the requirements of this RFP to be non-responsive, and the university may reject such a proposal.
- 4.3.3 A proposal of alternate services (*i.e.*, a proposal that offers services different from those requested by this RFP) shall be considered non-responsive and rejected.
- 4.3.4 A Proposer may not restrict the right of Tennessee or otherwise qualify a proposal. Tennessee Tech may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected. A copy of Tennessee Tech’s impermissible clauses is available by requesting a copy from the RFP Coordinator.
- 4.3.5 A Proposer should not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, Tennessee Tech may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.
- 4.3.6 A Proposer shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Proposer unless specifically provided for in this proposal.
- 4.3.7 A Proposer shall not submit multiple proposals in different forms. This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and permitting a second Proposer to submit another 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 forms may result in the disqualification of all Proposers knowingly involved.

4.3.8 Tennessee Tech shall reject a proposal if the Financial Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer. Regardless of the time of detection, Tennessee Tech shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.

4.3.9 Tennessee Tech shall not contract with or consider a proposal from:

- an individual who is, or within the past six months has been, a state employee, An individual shall be deemed a state employee until such time as all compensation and terminal leave has been paid, Contracts will a company or corporation in which a controlling interest is held by any state employee or the employee's spouse shall be considered, for the purpose of applying this rule, to be a contract with the individual;
- a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
- a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- any individual, company, or other entity involved in assisting Tennessee Tech in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and such individual, company, or other entity may not submit a proposal in response to this RFP.

4.3.10 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 Proposal of Additional Services

If a proposal offers services in addition to those required by and described in this RFP, the additional services may be added to the Contract before contract signing at the sole discretion of Tennessee Tech. Financial information associated with additional services must be provided on a separate attachment in the Financial Proposal. Please note that proposed additional services will not be used in evaluating the proposal.

Tennessee Tech may, upon mutual agreement with the Contractor, require changes altering, adding to or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. Such adjustment(s) require the written consent of the Contractor, which shall not be unreasonably withheld.

4.6 Assignment and Subcontracting

- 4.6.1 The Proposer awarded a contract pursuant to this RFP may not subcontract, transfer, or assign any portion of the Contract without Tennessee Tech's prior, written approval,
- 4.6.2 A subcontractor may only be substituted for a proposed subcontractor at the discretion of Tennessee Tech and with the university's prior, written approval.
- 4.6.3 At its sole discretion, Tennessee Tech reserves the right to refuse approval of any subcontract, transfer, or assignment.
- 4.6.4 Notwithstanding Tennessee Tech approval of each subcontractor, the Proposer, if awarded a contract pursuant to this RFP, shall be the prime contractor and shall be responsible for the contracted goods and services.

4.7 Right to Refuse Personnel

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

4.8 Insurance

- 4.8.1 Successful Proposer must provide and maintain a commercial general liability policy. The policy shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of \$1,000,000 per occurrence, \$3,000,000 in the aggregate and which shall name Tennessee Tech as additional insured. The Proposer shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law. The Proposer shall deliver to Tennessee Tech a certificate of insurance no later than the effective date of the contract. If any policy providing insurance required by the contract is cancelled prior to the policy expiration date, the Proposer, upon receiving a notice of cancellation, shall give immediate notice to Tennessee Tech.
- 4.8.2 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 services of the successful bidder under this contract.
- 4.8.3 Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by Tennessee Tech shall be in form and substance acceptable to the university.

4.9 Licensure

The apparent successful Proposer must hold all necessary, applicable business and professional licenses. Tennessee Tech may require any or all Proposers to submit evidence of proper licensure upon request. Failure to provide this information as requested is considered a breach of the Contract.

4.10 Sales and Use Tax

Before the Contract resulting from this RFP is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration or

provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at TN.Revenue@tn.gov.

4.11 Financial Stability

The successful Proposer may be required to provide information to Tennessee Tech to demonstrate financial stability and capability prior to award of contract.

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

Tennessee Tech will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

4.15 Continued Validity of Proposals

All 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.

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 the university, Selection or rejection of a proposal does not affect this right, All proposal information, including detailed price and revenue information, shall be held in confidence during the evaluation process.
- 4.16.2 Upon the completion of the evaluation of proposals, indicated by public release of a Letter of Intent to Award, the proposals and associated materials shall be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7) **By submitting a proposal, the Proposer acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection.**
- 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 Contractor Registration

All Proposers should complete the vendor registration process with Tennessee Tech and become a registered vendor. When applicable, Tennessee Tech shall work with Proposers and the Governor's Office of Business Initiatives and Development (Go-BID) 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 registered with Tennessee Tech,

Refer to the following Internet URL to begin the registration process as a Prospective Supplier:
<https://www.tntech.edu/purchasing/howto.php>

4.18 Contract Approval

The RFP and the 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 signed by the Contractor and all other university/State officials as required by state laws and regulations.

4.19 Contract Cancellation

Tennessee Tech reserves the right to cancel the contract with a one hundred twenty (120) day written notice.

4.20 Contract Term

Tennessee Tech intends to enter into a contract with an expected effective period beginning on September 1, 2026, and ending up to ten (5) years thereafter.

4.21 Contract Monitoring

The Contractor's deliverables and services provided pursuant to this Contract shall be subject to monitoring and evaluation by Tennessee Tech, by a duly appointed representative(s). The Contractor shall submit reports to Tennessee Tech as requested, and/or as specified in the Contract.

4.22 Severability

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

4.23 Policy and Guideline Compliance

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

4.24 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.

4.25 Protest Procedures,

Protest procedures are available upon request from the RFP Coordinator.

5 PROPOSAL EVALUATION & CONTRACT AWARD

5.1 Evaluation Categories and Maximum Points

Tennessee Tech will consider qualifications and experience, technical approach, and financial information in the evaluation of proposals, The maximum points that shall be awarded for each of these categories are detailed below.

CATEGORY	MAXIMUM POINTS POSSIBLE	MAXIMUM POINTS POSSIBLE
	MAIL SERVICES	PRINT SERVICES
Qualifications and Experience	15	15
Technical Approach	35	40
Financial Proposal	50	45

5.2 Evaluation Process

The proposal evaluation process is designed to award the Contract not necessarily to the Proposer of greatest financial return to Tennessee Tech, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria,

- 5.2.1 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.
 - 5.2.1.1 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) the university will determine the proposal to be non-responsive to the RFP and reject it, A determination that a proposal is non-responsive must be approved by the Chief Business Officer before notice may be sent out that the proposal has been rejected.
 - 5.2.1.2 A Proposal Evaluation Team, appropriate to the scope and nature of the RFP, will evaluate each Technical Proposal that appears responsive to the RFP.
 - 5.2.1.3 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.
 - 5.2.1.4 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, Proposer shall put any resulting clarification in writing as may be required by Tennessee Tech.
- 5.2.2 During the Technical Proposal evaluation process, Tennessee Tech will require each proposer to make a presentation of its Technical Proposal. The presentation will enable the proposers to present their Technical Proposal. Presentations will be part of the final Technical Proposal score.

- 5.2.3 After Technical Proposal evaluations are completed, the RFP Coordinator will open the Financial Proposals and use the RFP Attachment 6.6, Financial Proposal and Scoring Guide to calculate and document the Financial Proposal scores.
- 5.2.4 For each responsive proposal, the RFP Coordinator will add the Technical Proposal score to the Financial Proposal score (refer to RFP Attachment 6.7, Proposal Score Summary Matrix).

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 affect 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 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 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 which shall be substantially the same as the RFP Attachment 6.2, *Pro Forma* Contract.

However, Tennessee Tech reserves the right, at its sole discretion, to add terms and conditions or to revise *Pro Forma* Contract requirements in the university's best interests subsequent to this RFP process, 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 the university, 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 Financial Proposal to determine the new, apparent best-evaluated proposal.
- 5.3.7 Tennessee Tech may award Mail Services Only and Print Services Only or Mail plus Print Services as best meets its needs at the time of award and at its sole discretion. Tennessee Tech also reserves the right to award the two services to the same Proposer or different Proposers at its sole discretion.

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).

ATTACHMENT 6.2 – PRO FORMA CONTRACT

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 outsourcing of its mail and print service operations, 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]

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

A. SCOPE OF SERVICES – MAIL OPERATIONS:

- A.1 Contractor is to provide timely, efficient, and professional, in-house mail operation services to include, but not be limited to, receiving and delivery of USPS® domestic and international mail, bulk packages, express mail, Business Reply Mail® (“BRM”), postage due, and interdepartmental mail.
- A.2 The Contractor will work with Tennessee Tech to establish and implement pickup and delivery schedules for both incoming and outgoing mail that will optimize processing time and best serve the needs of the University.
- A.3 Contractor is to service approximately one-hundred and forty (140) internal mail stops performed daily to departments located across campus. This may be updated as the University expands or initiates departmental changes.
- A.4 Services are to be provided daily from the University mail room and shall be staffed Monday through Friday from 8:00am to 5:30pm with the exception of holidays or other school closings. The mail staff will interact directly with the United States Post Service (USPS) as needed. If in the course of the contract there is a significant increase or decrease in the schedule, the contract may be amended.
- A.5 The contractor is to provide the appropriate number of staff to efficiently and in a timely manner manage the mail operations including but not limited to processing in-house mail delivery and pick-up, distribution of student mail, processing monthly reports, and maintaining the meter equipment.
- A.6 Contractor may propose the installation of multiple locker banks around campus to support a 24-hour package pickup operation, as well as the establishment of direct courier drop-off points within such lockers.

Any such installations or services shall be subject to prior written approval by the University and shall not be implemented without the University's review and acceptance of associated costs, locations, and operational details. The University reserves the right, in its sole discretion, to accept or reject any proposed locker installations or related services.
- A.7 Contractor may propose the installation of a postal self-service kiosk so that campus may mail or ship items while the post office is closed. Kiosk would be operational during hours of closure. Kiosk area would be able to accommodate packages and letters after being stamped and processed once post office reopens.

Any such installations or services shall be subject to prior written approval by the University and shall not be implemented without the University's review and acceptance of associated costs, locations, and operational details. The University reserves the right, in its sole discretion, to accept or reject any proposed locker installations or related services.

B. SCOPE OF SERVICES – PRINTING SERVICES:

- B.1 The Contractor shall provide comprehensive managed print services focused on internal university operations and structured as an auxiliary revenue-generating unit. Services include high-volume printing, finishing, bindery, and print preparation.
- B.2 Contractor shall print the university's publications within the generally accepted turnaround time as specified by the requesting department and provide draft proofs as appropriate for review. Such turnaround times include: Small jobs: 3–5 days; Medium: 5–10 days; Large: ~10 days, dependent on workload.
- B.3 Contractor shall provide pick-up and delivery, or appropriate transmittal, including overnight delivery, when necessary, of all artwork, proofs, and finished product, to and from the university (individual departments, not the university's warehouse area) or its designated final destination (such as a local post office for mailing).
- B.4 Contractor shall package and/or shrink wrap each job as appropriate for ease of handling.
- B.5 Online Print Storefront – Contractor shall provide a PCI-compliant web-based storefront with locked templates enforcing brand standards. The platform must support internal and external orders and be in alignment with the university's Business Office systems for accepting online credit/debit card payments.
- B.6 Contractors must have the ability to make modifications to the print files, as instructed by university staff.
- B.7 Contractor will provide typesetting, layout, and other prepress hardware and software, as well as job tracking software. Contractor must be current with university's technological needs. Must use common software for graphic design including Adobe Creative Suite.
- B.8 The university reserves the right to cancel a contract for non-performance or poorly printed materials. In addition, the university reserves the right to reject a job if it does not meet university quality standards and be reimbursed by the contractor for supplies used.
- B.9 Services are to be provided daily from the university printing offices and shall be staffed Monday through Friday from 8:00am to 4:30pm with the exception of holidays or other campus closings. If in the course of the contract, there is a significant increase or decrease in the schedule, the contract may be amended.
- B.10 The contractor is to provide the appropriate number of staff to efficiently and in a timely manner manage the printing operations, including but not limited to at least four printing machine press operators.
- B.11 The contractor shall agree and understand that all exhibits, materials, digital files, artwork, design features and concepts developed as a result of the contract shall become the property of the university, with all rights and interests for present and future publication, display, sale, copyright or other use as deemed appropriate by the university.
- B.12 Brand Compliance – All materials must include a valid publication number approved by the Office of Communications & Marketing (OCM). OCM provides oversight and escalation but does not review every job.
- B.13 The contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the university may secure identical and/or similar services from other sources at any time in conjunction with or in replacement of the contractor's service.

- B.14 The contractor agrees and understands that when printing jobs cannot be produced in house on university printing equipment, the contractor is responsible for obtaining competitive bids from local outside printing companies, in compliance with the Purchasing Office, and must provide bid documentation when processing university payment for any outside print jobs.
- B.15 The contractor is responsible for job tracking and billing through the university's internal departmental transfer system. The contractor will work in conjunction with the Office of Communications & Marketing to ensure internal billing and external invoices are appropriate and processed correctly. The contractor acknowledges that Print Services operates as an auxiliary unit and must cover all expenses (managed services fees, leased equipment and supplies/paper/etc.). Contractor supports internal billing and participates in quarterly business reviews.
- B.16 Vehicle Requirement – Contractor must provide one SUV for operational deliveries; SUV remains the property of the managed services contract vendor. Vendor must provide all upkeep and regular maintenance on such vehicle, including title and registration, and must also cover all fuel costs.
- B.17 The contractor shall acknowledge the university currently owns or leases the following printing equipment, separate from any managed services contract, and shall provide knowledgeable staff to operate this equipment, University provides computers supported by ITS to both run any machines for the managed services staff to work on.
1. Production Printers
 - a. Konica Minolta C12000 (Color)
 - b. Konica Minolta C7100 (Color)
 - c. Konica Minolta 7136P (B/W)
 - d. Konica Minolta Bizhub C659
 2. Wide Format
 - a. Mimaki UCJV300-160 (64" UV Printer)
 - b. Xante X-33 (Flatbed UV Printer)
 - c. Affinia Label LT5C (Label/Sticker Printer)
 - d. Epson Surecolor P9570 (Poster Printer)
 3. Envelope Printers/Stuffer
 - a. IntoPrint SP1360
 - b. Xante EnPress
 - c. Quadient DS-851
 4. Finishing Equipment
 - a. Duplo Bookletmaker
 - b. Duplo DC-646 cutter/slitter/creaser
 - c. Duplo DPB-500 Perfect Binder
 - d. Baum Paper Folder
 - e. Challenge Champion 305 Paper Cutter
 - f. Rollover Flex Application Table
 - g. Affinia Label DLF-220 (Label Finisher)

C. CONTRACT TERM:

Contract Term. This Contract shall be effective for the period commencing on August 1, 2026, and ending on July 31, 2031. Tennessee Tech shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

D. PAYMENT TERMS AND CONDITIONS:

- D.1 Maximum Liability. In no event shall the maximum liability of Tennessee Tech under this Contract exceed [WRITTEN DOLLAR AMOUNT] [\$NUMBER AMOUNT], The Service Rates in Section C.3 include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor, The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless Tennessee Tech requests work and the Contractor performs the work.
- D.2 Compensation Firm. The Service 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,
- D.3 Payment Methodology. The Contractor shall be compensated based on the Service Rates herein 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 or project milestones,
[UNIT OF SERVICE] [SERVICE RATE]
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.
- D.4 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,
- D.5 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 services,
- D.6 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.

E. CONTRACTOR RESPONSIBILITIES – MAIL SERVICES:

- E.1 Contractor will hire only employees acceptable to Tennessee Tech. Assignment of management personnel must be approved by Tennessee Tech and no changes in management personnel will be made without prior consultation and consent of Tennessee Tech. Tennessee Tech will also be consulted and advised prior to changing management personnel at lower levels with the option of a right of refusal. Employees shall be subject to transfer from Tennessee Tech's site or dismissal as a consequence of any conduct considered by Tennessee Tech to be undesirable.

- E.2 The Contractor shall provide sufficient and qualified professional employees supported by supervisory personnel and support service staff. It is understood that the Contractor and their employees are independent private contractors and are not employees of Tennessee Tech for the purpose of fulfilling service under this contract except as defined herein.
- E.3 The Manager will meet on a regular basis with the Director of Auxiliary Services to discuss operating procedures, facilities requirement issues, financial issues, and other concerns of both parties.
- E.4 Contractor is responsible for providing staffing coverage for assigned staff when they are out on vacation.
- E.5 Tennessee Tech attempts to utilize student employees and requests that the Contractor give priority to Tennessee Tech students, whenever possible, when employing part-time staff.
- E.6 The Contractor must agree to protect the privacy of all student information required under the Family Educational Rights and Privacy Act (FERPA). Any breaches of information must be communicated with Tennessee Tech immediately.
- E.7 Contractor Workforce Compensation. The Contractor shall maintain a compensation program for employees performing services under this Agreement that includes, at a minimum:
 - a. An annual review of employee compensation levels for all personnel assigned to this Agreement; and
 - b. Consideration of wage adjustments based on factors such as performance, market conditions, and cost-of-living changes.
 - c. Upon request, no more than once annually, the Contractor shall provide written certification that such reviews have been completed. Documentation provided shall not include personally identifiable employee information.
 - d. Failure to comply with this requirement may be considered a material breach of this Agreement.

F. CONTRACTOR RESPONSIBILITIES – PRINT SERVICES:

- F.1 Contractor shall provide the highest possible quality of cost-efficient printing and customer service.
- F.2 Contractor shall utilize paper of the quality equivalent to paper either currently being used or as requested by the university. Current university contracts for paper supplies are in use.
- F.3 Contractor shall provide the university with the highest possible level of customer service. This may include, but not be limited to, contractor’s management team meeting on the university campus with the university representatives within 48 hours (two business days) of request at no charge to the university.
- F.4 The contractor shall become familiar with the entire university’s graphics standards (including Athletics), the university brand, and university style. The university’s Office of Communications & Marketing will be the guide and ensure printed materials comply with such. The contractor shall refer problematic issues to the Office of Communications & Marketing.
- F.5 The contractor agrees and understands that a limited amount of non-university, external print jobs are also permitted under this contract. Such items may include local church bulletins, event posters, invitations, etc.
- F.6 The Contractor will hire only employees acceptable to Tennessee Tech. Assignment of personnel must be approved by Tennessee Tech and no changes in personnel will be made without prior consultation and consent of Tennessee Tech. Employees shall be subject to

transfer from Tennessee Tech's site or dismissal as a consequence of any conduct considered by Tennessee Tech to be undesirable.

- F.7 The Contractor shall provide sufficient and qualified professional employees supported by supervisory personnel and support service staff. It is understood that the Contractor and their employees are independent private contractors and are not employees of Tennessee Tech for the purpose of fulfilling service under this contract except as defined herein.
- F.8 The Manager will meet on a regular basis with the Associate Vice President for Communications and Marketing to discuss operating procedures, facilities requirement issues, financial issues, and other concerns of both parties.
- F.9 Contractor is responsible for providing staffing coverage for assigned staff when they are out on vacation.
- F.10 Contractor Workforce Compensation. The Contractor shall maintain a compensation program for employees performing services under this Agreement that includes, at a minimum:
 - a. An annual review of employee compensation levels for all personnel assigned to this Agreement; and
 - b. Consideration of wage adjustments based on factors such as performance, market conditions, and cost-of-living changes.
 - c. Upon request, no more than once annually, the Contractor shall provide written certification that such reviews have been completed. Documentation provided shall not include personally identifiable employee information.
 - d. Failure to comply with this requirement may be considered a material breach of this Agreement.

G. TERMS AND CONDITIONS:

- G.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 and signed electronically and transmitted electronically.
- G.2 Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials.
- G.3 Contractor Requirements Form. This Contract shall not be executed until the Contractor has completed the Contractor Requirements Form.
- G.4 Termination for Convenience. Tennessee Tech may terminate this Contract without cause for any reason, Termination under this Section G. 4 shall not be deemed a Breach of Contract by Tennessee Tech. Tennessee Tech shall give the Contractor at least thirty (30) 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.
- G.5 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, Tennessee Tech pursuant to the Contract at that time, 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.

- G.6 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, 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.
- G.7 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.
- G.8 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.
- G.9 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 three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by 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.
- G.10 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.
- G.11 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.

G.12 Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another, It is expressly acknowledged by the parties hereto that the parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual goods and/or services, The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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

G.13 Tennessee Tech Liability. Tennessee Tech shall have no liability except as specifically provided in this Contract.

G.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.

G.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. Contractor agrees that the Tennessee Claims Commission shall have exclusive jurisdiction to resolve disputes related to this Contract.

G.16 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.

G.17 Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

G.18 Communications and Contacts.

Tennessee Tech University (for contractual matters):
Janice Scarlett, Interim Director of Purchasing and Contracts
1 William L. Jones Drive, Ste. 301
Cookeville, TN 38505
Phone: 931-372-3464
jscarlett@tntech.edu

Tennessee Tech University (for Mail Services operations):
Nick Dolata, Director of Auxiliaries
1000 N. Dixie Ave., Rm. 123
Cookeville, TN 38505
Phone: 931-372-3302

Tennessee Tech University (for Printing Services operations):
Bobbie Maynard, Associate Vice President for Communications and Marketing
242 E. 10th Street, Room 215
Cookeville, TN 38505
Phone: 931-372-6525

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

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.

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

G.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.

G.21 Insurance. The Contractor shall maintain appropriate general liability and other forms/types of insurance as deemed appropriate by Tennessee Tech. during the term of this Agreement and will provide proof of such insurance coverages upon the request of Tennessee Tech, Policies shall name Tennessee Tech as an additional insured. If any policy 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.

G.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 amendment.
- 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.

G.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.

G.24 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 necessitated 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, Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent Tennessee Tech in any legal matter, such rights being governed by **Tennessee Code Annotated**, Section 8-6-106.

G.25 Prohibition on Hiring Illegal Immigrants. Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that Contactor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract, Signature below shall constitute such attestation.

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

G.26 Tobacco Policy. Tennessee Tech is a No- Smoking & Tobacco-Free Campus, with all smoking ("herbal" and tobacco) and all other tobacco usage permitted only in private vehicles. This policy applies to all Tennessee Tech buildings and grounds, university-affiliated off-campus locations and clinics, and any buildings or properties owned, leased or rented by Tennessee Tech in all other areas. Smoking and tobacco use continues to be prohibited in all state vehicles. This no-smoking and tobacco-free campus policy is in effect 24 hours a day year-round.

G.27 NCAA Clause. Contractor agrees to comply with relevant National Collegiate Athletic Association ("NCAA") legislation, interpretations and policies, located on the NCAA website at <http://www.ncaa.org/> 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 that it will immediately report any actual or suspected violations of the NCAA legislation, interpretations, and/or policies to the Institution in the manner prescribed by this contract for communicating with the Institution. Contractor also acknowledges that this provision is a material term of this contract.

G.28 Sales and Use Tax. The Contractor shall be registered or have received an exemption from the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

G.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. §§ 12-12-101 et seq.) list of entities or persons ineligible to contract with the State of Tennessee.

G.30 Data Privacy and Security.

a. Definition of Personal Information. For the purposes of this section, "Personal Information" means information provided to Contractor by or at the direction of Tennessee Tech, or to which access was provided to Contractor by or at the direction of Tennessee Tech, in the course of Contractor's performance under this Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers, Where applicable, "Personal Information" may also mean any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person

b. Protection of Personal Information.

1. Personal Information Protected by HIPAA, To the extent required by federal law, the Parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as "HIPAA Requirements." The Parties agree not to use or further disclose any Protected Health Information or Individually Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement.
2. Personal Information Protected by FERPA, Contractor agrees that to the extent it receives any personally identifiable information or information that could lead to personally identifiable information about students, Contractor will protect the privacy of all student education records to the full extent required of Tennessee Tech under the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99).

Because Contractor is performing an institutional service or function that has been outsourced by Tennessee Tech and for which Tennessee Tech would otherwise use its employees and is under the direct control of Tennessee Tech with respect to the use of the education records, as defined by FERPA, Contractor recognizes it is subject to all FERPA requirements governing the use and redisclosure of personally identifiable information from education records, including without limitation the requirements of 34 CFR §99.33(a), Furthermore, [] may not disclose or redisclose personally identifiable information unless Tennessee Tech has first authorized in writing such disclosure or redisclosure; will not use any personally identifiable information acquired from Tennessee Tech for any purpose other than performing the service or function that is the subject of this Agreement; and agrees to return to Tennessee Tech (or, if not feasible, to securely destroy) education records in whatever form or medium that Contractor received such records from or created them on behalf of Tennessee Tech.

3. Personal Information Protected by GLBA, FTC Red Flags Rule, and Other Privacy Laws, Contractor agrees to implement and maintain a written comprehensive information security program containing administrative, technical and physical safeguards for the security and protection of applicable Personal Information in compliance with the

Gramm-Leach-Bliley Act (“GLBA”)(15 U.S.C. § 6801; 16 CFR Part 314) and the Federal Trade Commission’s Red Flags Rule (15 U.S.C. § 1681; 16 CFR Part 681).

4. Return of Personal Information, At any time during the term of this Agreement, at Tennessee Tech’s written request or upon the termination or expiration of this Agreement, Contractor shall return to Tennessee Tech all copies, whether in written, electronic or other form or media, of Personal Information in its possession, or at Tennessee Tech’s direction, securely dispose of all such copies.

c. Data Security

1. Data Security Controls, 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.
2. Reporting on Data Security Controls, At Tennessee Tech’s request, Contractor will provide assurances to Tennessee Tech that are acceptable to Tennessee Tech related to Contractor’s organization controls surrounding all systems and data related to this Agreement. Such assurances may include, but are not limited to, SSAE-16 or -18 SOC Type I, II, or III reports or any other reports in a form requested by Tennessee Tech or required by applicable data protection laws.

d. Security Incident Response

1. Definition of Security Incident. 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 occurring on systems under Contractor’s control.
2. Contractor’s Responsibilities, Contractor shall:
 - (i) Provide Tennessee Tech with the name and contact information for an employee of Contractor who shall serve as Tennessee Tech’s primary security contact and shall be available to assist Tennessee Tech twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Incident;
 - (ii) Notify Tennessee Tech of a Security Incident as soon as practicable, but no later than forty-eight (48) hours after Contractor becomes aware of it, except where disclosure is prohibited by law;
 - (iii) Notify Tennessee Tech of any such Security Incident by email to osico@tntech.edu with a copy by e-mail to Contractor’s primary Tennessee Tech business contact;
 - (iv) 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; and
 - (v) Take any and all such actions that a prudent Contractor would take in light of the circumstances and severity of the Security Incident.
3. Liability for Costs Related to a Security Incident, Contractor shall reimburse Tennessee Tech for actual costs incurred by Tennessee Tech in responding to, and mitigating damages caused by, any Security Incident, including all costs of notice and/or remediation incurred under all applicable laws as a result of the Security Incident.

- G.31 Insurance Requirements. Contractor shall maintain Errors & Omissions & Cyber Liability Insurance, in an amount not less than \$10,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, in an amount not less than \$10,000,000 and payable whether incurred by Tennessee Tech or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for Tennessee Tech or on behalf of Tennessee Tech hereunder.
- G.32 Counterparts. This Agreement may be executed in two or more counterparts and may be electronically transmitted, subject to the limitations of state or federal law and/or Tennessee Tech/TBR policies. Each counterpart, regardless of transmission method, shall be deemed an original and all of which together shall constitute one Agreement.
- G.33 University, State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations, including Tennessee Tech policies and guidelines in the performance of this Contract.

H. SPECIAL TERMS AND CONDITIONS:

- H.1 Tennessee Tech will be responsible for providing access to electricity, gas, steam, coal, water, sewer service, and air conditioning, where applicable, for the operations, Tennessee Tech is responsible for any repairs or maintenance within the operations with respect to electrical, plumbing, heating, air conditioning, replacement of light bulbs, etc.
- H.2 Tennessee Tech will make reasonable efforts to provide continuous provision of utilities, Tennessee Tech will also make reasonable efforts to restore service following an interruption, However, Tennessee Tech will not be liable for any product or revenue loss which may result from the interruption or failure of any such utility services.
- H.3 Tennessee will be responsible for supplying telephone landline equipment and installation and internet access for business operation use only.
- H.4 Tennessee Tech will provide custodial services during normal business hours and access to dumpsters for disposal of trash and recycling.
- H.5 Tennessee Tech will provide the purchase of computer equipment and software required to provide services with planned replacement and upgrades on a regular basis.
- H.6 Contractor shall maintain an adequate inventory of supplies needed to provide services.
- H.7 Contractor shall maintain the equipment to provide proper services. It is desirable that the contractor be solely responsible for the contracting, monitoring and payment of all rental fees and routine maintenance of equipment, purchase of supplies, funding mail meters, and any other monthly expenses. These items will be reimbursed on a monthly basis with appropriate documentation.
- H.8 All contracted staff will be required to wear standardized uniforms and name badges. Jackets and shirts will have Tennessee Tech's approved logo. Artwork will be provided by Tennessee Tech.
- H.9 The Contractor shall take steps as may be reasonably required by Tennessee Tech for protection against loss or destruction of property, equipment, and facilities.

- H.10 Contractor is responsible for all vehicles required for services. Contractor shall be responsible for the gas, oil, repairs, maintenance, and insurance as required by Tennessee Tech. Vehicles must be approved by Tennessee Tech and be easily recognizable as being associated with Tennessee Tech. Contractor should note that Tennessee Tech is becoming a more sustainable and pedestrian-friendly institution which may impact the vehicle selection.
- H.11 The Contractor will need to purchase parking permits through Parking and Transportation Services for its employees, The Contractor will be responsible for any fees associated with parking permits and citations issued to the Contractor's employees.
- H.12 Price increase requests must be submitted by the Contractor to the Tennessee Tech liaison on an annual basis by February 1 of each fiscal year for the upcoming fiscal year. Tennessee Tech reserves the right to review and approve price increases to ensure prices are consistent with providing quality services to the Tennessee Tech community.
- H.13 The Contractor shall have access to the premises assigned or scheduled at reasonable times, as determined and coordinated by Tennessee Tech, throughout the term of the contract, and ending upon expiration or termination. Such access, in the form of keys, will be obtained at the expense of the Contractor. Any access provided to the Contractor by Tennessee Tech in the form of keys, electronic access cards, etc., will be the responsibility of the Contractor. Loss, damage or theft of such access materials charged to the Contractor, requiring replacement of access materials or related equipment, such as locks, electronic card readers, etc., shall be replaced by Tennessee Tech at the sole expense of the Contractor.
- H.14 Performance Bond. Throughout the contract term, including any renewals thereof, Contractor shall furnish a performance bond in the amount of [\$AMOUNT], guaranteeing full and faithful performance of all undertakings and obligations under this Agreement. The bond shall be in the manner and form prescribed by Tennessee Tech and must be issued through a company licensed to issue such a bond in the State of Tennessee. Failure to provide the performance bond is a material breach of this Agreement. Circumstances for surrender of the bond include Contractor's failure to perform its obligations under the Agreement in accordance with the Agreement or Contractor's early termination of the Agreement for reason(s) other than breach by Tennessee Tech.
- H.15 Red Flags and Identity Theft. Contractor shall have policies and procedures in place to detect relevant Red Flags that may arise in the performance of the Contractor's activities under the Agreement, or review Tennessee Tech's Red Flags identity theft program and report any Red Flags to Tennessee Tech.

**IN WITNESS WHEREOF:
[CONTRACTOR LEGAL ENTITY NAME]**

[NAME]

Date

Title

TENNESSEE TECHNOLOGICAL UNIVERSITY

**Claire Stinson
Sr. Vice President for Planning & Finance**

Date

ATTACHMENT 6.3 – PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES

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.*

PROPOSER LEGAL ENTITY NAME: _____

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

1. This proposal constitutes a commitment to provide all services as defined in the RFP Attachment 6.2, *Pro Forma Contract*, Scope of Goods and/or services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.2, *Pro Forma Contract*, A Proposal that limits or changes any of the terms or conditions contained in the Pro Forma Contract may be considered by 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 ___does or ___does not (check one) agree that its Proposal is open for use by other TBR institutions, University of Tennessee System of Higher Education, State universities and the State of Tennessee departments, A listing of these institutions is provided in Attachment 6.8.
7. 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. has 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.
8. The Proposer understands and agrees that Proposer shall be paid by University check, unless other payment arrangements are agreed upon between the parties.
9. By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list crated pursuant to TCA §12-12-106, For reference purposes, the list is currently available online at <http://www.tn.gov/generalservices/article/Public-Information-library>

SIGNATURE & DATE: _____

ATTACHMENT 6.4M – PROJECT NARRATIVE – MAIL SERVICES

Tennessee Tech seeks campus-wide Mail Services. **Responsive Proposer must be able to provide all features and deliverables described below.** Any Proposal which does not provide these features and deliverables will be considered non-responsive.

I. SCOPE

- A. Contractor is to provide timely, efficient, and professional, in-house mail operation services to include, but not be limited to, receiving and delivery of USPS® domestic and international mail, bulk packages, express mail, Business Reply Mail® (“BRM”), postage due, and interdepartmental mail.
- B. The Contractor will work with Tennessee Tech to establish and implement pickup and delivery schedules for both incoming and outgoing mail that will optimize processing time and best serve the needs of the University.
- C. Contractor is to service approximately one-hundred and forty (140) internal mail stops performed daily to departments located across campus. This may be updated as the University expands or initiates departmental changes.
- D. Services are to be provided daily from the University mail room and shall be staffed Monday through Friday from 8:00am to 5:30pm with the exception of holidays or other school closings. The mail staff will interact directly with the United States Post Service (USPS) as needed. If in the course of the contract there is a significant increase or decrease in the schedule, the contract may be amended.
- E. The contractor is to provide the appropriate number of staff to efficiently and in a timely manner manage the mail operations including but not limited to processing in-house mail delivery and pick-up, distribution of student mail, processing monthly reports, and maintaining the meter equipment.
- F. Contractor may propose the installation of multiple locker banks around campus to support a 24-hour package pickup operation, as well as the establishment of direct courier drop-off points within such lockers.

Any such installations or services shall be subject to prior written approval by the University and shall not be implemented without the University's review and acceptance of associated costs, locations, and operational details. The University reserves the right, in its sole discretion, to accept or reject any proposed locker installations or related services.

- G. Contractor will provide University with a postal self-service kiosk so that campus may mail or ship items while the post office is closed, Kiosk will be operational during hours of closure. Kiosk area will be able to accommodate packages and letters after being stamped and processed once post office reopens.

II. OBJECTIVES

Tennessee Tech’s goal, as it relates to this Contract, is to meet the following objectives:

- A. **Improve Customer Experience.** Tennessee Tech wishes to improve customer services through appropriate staff training and uniform appearance, convenience, and innovative technologies.
- B. **Reduce Service Costs.** Tennessee Tech wishes to maintain and improve the customer experience while reducing costs through efficient business decisions.

III. STUDENT ENROLLMENT, RESIDENCY AND NUMBER OF EMPLOYEES

A. Enrollment. The University's Fall term headcount for the past 5 years:

	2021	2022	2023	2024	2025
Undergrad	8,394	8,537	8,838	9,187	9,306
Graduate	1,446	1,365	1,279	1,324	1,395
Total	9,840	9,902	10,117	10,511	10,701

B. Number of University Employees as of January 2026:

	Faculty	Admin	Clerical & Support	Adjunct	Total
Full-time	455	614	268	0	1,337
Part-time	0	10	3	273	286
Total	455	624	271	273	1,623

C. Residential Life Fall Occupancy Information for the past 5 years:

Residence Halls

	2021	2022	2023	2024	2025
Capacity	2244	2242	2281	2281	2285
Occupancy	1921	2220	2010	2154	2193
Occupancy %	86%	99%	88%	94%	96%

Tech Village Apartments

	2021	2022	2023	2024	2025
Capacity	227	227	227	227	227
Rented	215	221	222	221	221
Occupancy %	95%	97%	98%	97%	97%

IV. MAIL SERVICES DATA

A. The following is the accountable incoming mail to our post office by *fiscal year*.

	2021	2022	2023	2024	2025
Piece Count	84,195	104,573	100,808	94,141	78,250

B. The following is the piece count by *fiscal year* of outgoing mail. This includes all pre-paid drop-offs and packages processed at the register.

	2021	2022	2023	2024	2025
Mail	153,692	164,176	147,166	127,335	107,623
Packages	4,462	5,543	5,501	8,282	6,070
Total	158,154	169,719	152,667	135,617	113,693

V. PRINT SERVICES DATA

	2021	2022	2023	2024	2025
Color Clicks	715,812	601,986	724,442	1,054,229	1,245,162
B/W Clicks	1,568,044	1,687,382	1,660,451	686,028	874,048
Job Requests	1,536	1,652	1,802	2,170	2,315

****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: _____

ATTACHMENT 6.4P – PROJECT NARRATIVE – PRINT SERVICES

Tennessee Tech seeks campus-wide Print Services, **Responsive Proposer must be able to provide all features and deliverables described below**, Any Proposal which does not provide these features and deliverables will be considered non-responsive.

I. SCOPE

- A. The Contractor shall provide comprehensive managed print services focused on internal university operations and structured as an auxiliary revenue-generating unit. Services include high-volume printing, finishing, bindery, and print preparation.
- B. Contractor shall print the university's publications within the generally accepted turnaround time as specified by the requesting department and provide draft proofs as appropriate for review. Such turnaround times include: Small jobs: 3–5 days; Medium: 5–10 days; Large: ~10 days, dependent on workload.
- C. Contractor shall provide pick-up and delivery, or appropriate transmittal, including overnight delivery, when necessary, of all artwork, proofs, and finished product, to and from the university (individual departments, not the university's warehouse area) or its designated final destination (such as a local post office for mailing).
- D. Contractor shall package and/or shrink wrap each job as appropriate for ease of handling.
- E. Online Print Storefront – Contractor shall provide a PCI-compliant web-based storefront with locked templates enforcing brand standards. The platform must support internal and external orders and be in alignment with the university's Business Office systems for accepting online credit/debit card payments.
- F. Contractors must have the ability to make modifications to the print files, as instructed by university staff.
- G. Contractor will provide typesetting, layout, and other prepress hardware and software, as well as job tracking software. Contractor must be current with university's technological needs. Must use common software for graphic design including Adobe Creative Suite.
- H. The university reserves the right to cancel a contract for non-performance or poorly printed materials. In addition, the university reserves the right to reject a job if it does not meet university quality standards and be reimbursed by the contractor for supplies used.
- I. Services are to be provided daily from the university printing offices and shall be staffed Monday through Friday from 8:00am to 4:30pm with the exception of holidays or other campus closings. If in the course of the contract, there is a significant increase or decrease in the schedule, the contract may be amended.
- J. The contractor is to provide the appropriate number of staff to efficiently and in a timely manner manage the printing operations, including but not limited to at least four printing machine press operators.
- K. The contractor shall agree and understand that all exhibits, materials, digital files, artwork, design features and concepts developed as a result of the contract shall become the property of the university, with all rights and interests for present and future publication, display, sale, copyright or other use as deemed appropriate by the university.
- L. Brand Compliance – All materials must include a valid publication number approved by the Office of Communications & Marketing (OCM). OCM provides oversight and escalation but does not review every job.

- M. The contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the university may secure identical and/or similar services from other sources at any time in conjunction with or in replacement of the contractor's service.
- N. The contractor agrees and understands that when printing jobs cannot be produced in house on university printing equipment, the contractor is responsible for obtaining competitive bids from local outside printing companies, in compliance with the Purchasing Office, and must provide bid documentation when processing university payment for any outside print jobs.
- O. The contractor is responsible for job tracking and billing through the university's internal departmental transfer system. The contractor will work in conjunction with the Office of Communications & Marketing to ensure internal billing and external invoices are appropriate and processed correctly. The contractor acknowledges that Print Services operates as an auxiliary unit and must cover all expenses (managed services fees, leased equipment and supplies/paper/etc.). Contractor supports internal billing and participates in quarterly business reviews.
- P. Vehicle Requirement – Contractor must provide one SUV for operational deliveries; SUV remains the property of the managed services contract vendor. Vendor must provide all upkeep and regular maintenance on such vehicle, including title and registration, and must also cover all fuel costs.
- Q. The contractor shall acknowledge the university currently owns or leases the following printing equipment, separate from any managed services contract, and shall provide knowledgeable staff to operate this equipment, University provides computers supported by ITS to both run any machines for the managed services staff to work on.
1. Production Printers
 - a. Konica Minolta C12000 (Color)
 - b. Konica Minolta C7100 (Color)
 - c. Konica Minolta 7136P (B/W)
 - d. Konica Minolta Bizhub C659
 2. Wide Format
 - a. Mimaki UCJV300-160 (64" UV Printer)
 - b. Xante X-33 (Flatbed UV Printer)
 - c. Affinia Label LT5C (Label/Sticker Printer)
 - d. Epson Surecolor P9570 (Poster Printer)
 3. Envelope Printers/Stuffer
 - a. IntoPrint SP1360
 - b. Xante EnPress
 - c. Quadient DS-851
 4. Finishing Equipment
 - a. Duplo Bookletmaker
 - b. Duplo DC-646 cutter/slitter/creaser
 - c. Duplo DPB-500 Perfect Binder
 - d. Baum Paper Folder
 - e. Challenge Champion 305 Paper Cutter
 - f. Rollover Flex Application Table
 - g. Affinia Label DLF-220 (Label Finisher)

II. OBJECTIVES

Tennessee Tech’s goal, as it relates to this Contract, is to meet the following objectives:

- A. Proposer shall provide the highest possible quality of cost-efficient printing and customer service.
- B. Proposer shall utilize paper of the quality equivalent to paper either currently being used or as requested by Tennessee Tech. Current University and/or statewide contracts for paper supplies are in use.
- C. The Proposer shall acknowledge the expectation for internal and external revenue for printing services. Tennessee Tech expects the Proposer to provide value-add ideas to increase revenue, such as new products, services, and recommendations on new equipment purchases/leases.
- D. The Proposer shall acknowledge the expectation for printing volumes.
- E. The Proposer shall acknowledge the expectation for expenses, which include managed services fees, supplies, paper, equipment and software maintenance fees/purchases, equipment leases/purchases, as well as costs for outside print jobs that are billed back internally to departments at Tennessee Tech. The Proposer will provide a good faith effort to contain expenses while still providing quality print products.
- F. Proposer must provide Tennessee Tech with the highest possible level of customer service. This may include, but not be limited to, Proposer’s management team meeting on the Cookeville campus with the University representatives within 48 hours (two business days) of request at no charge to Tennessee Tech.
- G. The Proposer must become familiar with the entire University’s graphics standards (including Athletics), University brand, and University Style. Tennessee Tech’s Office of Communications & Marketing will be the guide and ensure printed materials comply with such. The successful Proposer shall refer problematic issues to the Office of Communications & Marketing.
- H. The Proposer must agree and understand that a limited number of non-University, external print jobs are also permitted under this contract. Such items may include local church bulletins, event posters, invitations, etc.

III. PRINT SERVICES DATA

	2021	2022	2023	2024	2025
Color Clicks	715,812	601,986	724,442	1,054,229	1,245,162
B/W Clicks	1,568,044	1,687,382	1,660,451	686,028	874,048
Job Requests	1,536	1,652	1,802	2,170	2,315

IV. PRINT SERVICES HISTORICAL DATA

- A. Revenues for the past 5 years:

	2021	2022	2023	2024	2025
External	\$120,178	\$135,913	\$212,441	\$130,595	\$155,130
Internal	\$342,175	\$484,736	\$554,436	\$603,757	\$596,209
Total	\$462,353	\$620,649	\$766,877	\$734,352	\$751,339

B. Expenses for the past 5 years:

	2021	2022	2023	2024	2025
Expenses	\$418,969	\$487,874	\$565,152	\$587,897	\$606,089

C. Operating Ratio for the past 5 years:

	2021	2022	2023	2024	2025
O/R	90.60%	78.60%	73.70%	80.00%	80.60%

****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: _____

ATTACHMENT 6.5 – Technical Proposal & Evaluation Guide

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A	
SECTION A — MANDATORY REQUIREMENTS	
<p style="text-align: center;">TECHNICAL PROPOSAL & EVALUATION GUIDE</p> <p>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.</p> <p>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 <u>all</u> RFP requirements.</p>	
PROPOSER LEGAL ENTITY NAME:	
<ul style="list-style-type: none">• The Proposal must be delivered to Tennessee Tech no later than the Proposal Deadline specified in 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., <i>et. seq.</i>).• 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 qualifications 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)		Section A— Mandatory Requirement Items	Pass/Fail
		Provide the Proposal Transmittal and Statement of Certifications and Assurances (RFP Attachment 6.3.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
		Provide Project Narrative (Attachment 6.4), initialed to indicate acceptance.	
		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.	
		Provide a completed Contractor Requirements Form (Attachment 6.1).	
		Provide a copy of a current certificate of liability insurance. If Proposer's current limits/coverages do not meet the requirements stated in the RFP above, prior to contract award, the successful Proposer will be required to submit a valid, current certificate of insurance that meets the requirements.	
		Provide a current bank reference indicating that the Proposer's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, on bank letterhead, signed, and dated within the past three (3) months.	

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B

**PROPOSER
NAME:**

SECTION B — QUALIFICATIONS & EXPERIENCE – MAIL & PRINT SERVICES

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.

Proposal Page # (Proposer Completes)	Qualifications & Experience Items	Points Awarded
	<p>B.1 Provide a description of general background, experience and qualifications of the Proposer in managing higher education mail and/or print services operations. The proposer should have at least three years of experience in providing mail and/or print services management. Maximum points = 3</p>	
	<p>B.2 Provide at least five (5) references preferably in higher education of similar organizational size. A general description of the type of units, period of time proposer has served that contract. This information shall include the names, titles, addresses, and telephone numbers of administrators who can describe, evaluate and express the general quality and satisfaction of the operation. Maximum points = 2</p>	
	<p>B.3 The proposal should include resumes identifying specific management personnel, and other supervisory personnel in the company’s employment who have experience, education, background, specific professional accomplishments and any special qualifications. Procedure for replacing personnel should be described. Maximum points = 3</p>	
	<p>B.4 Describe employee training programs relating to personnel involved in any way with campus operations. Maximum points = 3</p>	
	<p>B.5 Describe any cost-saving programs and marketing plans, with examples of previous successful programs, that could be implemented at Tennessee Tech. Maximum points = 3</p>	

- B.6** Provide documentation of the Proposer’s commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail all of the following:
- (a) a description of the Proposer’s existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises;
 - (b) a listing of the Proposer’s current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises, including all the following information:
 - contract description and total value
 - contractor name and ownership characteristics (*i.e.*, ethnicity, sex, disability)
 - contractor contact and telephone number;
 - (c) an estimate of the level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including all the following information:
 - participation estimate (expressed as a percentage of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics — **PERCENTAGES ONLY — DO NOT INCLUDE DOLLAR AMOUNTS**)
 - descriptions of anticipated contracts
 - names and ownership characteristics (*i.e.*, ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated; and
 - (d) the percent of the Proposer’s total current employees by ethnicity, sex, and handicap or disability.

Maximum points = 1

(Maximum Section B Score = 15)

TECHNICAL PROPOSAL & EVALUATION GUIDE — MAIL SERVICES - SECTION C.1

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 Proposer’s response to each item. Do not include any cost information in the Technical Proposal response.

Proposal Page # (Proposer Completes)		Description of Feature/Specification	Points Awarded
	C.1	<p>Specify how the personnel employed to fulfill the contract will be organized and how job tasks will be assigned. All positions proposed should be listed with areas of responsibility clearly stated. Include the resume of the person(s) who will direct operations on campus and an organizational chart of overall company management, showing special staff personnel, line supervision and their relationships to campus personnel should be included. An organization chart describing campus management structure, including relationship to outside resource personnel should also be attached.</p> <p>Maximum points = 4</p>	
	C.2	<p>Describe how you plan to operate the mail services on campus in an efficient and welcoming environment. Include information regarding solutions for high-density mail, package tracking, PO Box assignments, innovative technologies, communications, delivery means and any other operational items. Describe how the University ID card will be integrated into the operations.</p> <p>Maximum points = 10</p>	
	C.3	<p>Describe your backup plan for mailroom emergency including items such as postal equipment failure, power outages, and staff on leave.</p> <p>Maximum points = 3</p>	
	C.4	<p>Recommend procedures for unclaimed mail and/or packages.</p> <p>Maximum points = 3</p>	

	C.5	The Proposer must state precise plans for each step in assuming management control of operations and describe its ability to commit the staff, personnel, and resources required to develop a responsive management structure. This proposal should state precisely the planned steps for assuming control. A statement of the proposer’s management philosophy should be included. Include a plan for advanced technological capabilities not listed herein. Maximum points = 3	
	C.6	Provide a description and picture of the proposed vehicle(s). The description is to include the make and model of the vehicle(s), the year, mileage, and number of total vehicles in your fleet. Proposer should note that the University is working toward becoming a more sustainable and pedestrian-friendly institution which may impact the vehicle selection. Maximum points = 4	
	C.7	Include examples of uniform designs which should have Tennessee Tech’s logo. Employees should be easily identified by the uniform. Maximum points =3	
n/a	C.8	Technical Proposal Presentation Maximum points =5	

(Maximum Score Section C.1 = 35)

TECHNICAL PROPOSAL & EVALUATION GUIDE — PRINT SERVICES - SECTION C.2

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 Proposer’s response to each item. Do not include any cost information in the Technical Proposal response.

Proposal Page # (Proposer Completes)		Description of Feature/Specification	Points Awarded
	C.1	How does your company plan to provide printing services to Tennessee Tech? Maximum points = 10	
	C.2	How would your company do project/job tracking? Do you use a project management system? If so, which one? Maximum points = 5	
	C.3	How would your company provide a pre-press review and correct any errors prior to printing materials? What software programs do you use? Maximum points = 5	
	C.4	From receipt of a new project/job to print, what is your general timeframe for completion? Maximum points = 5	
	C.5	How would you deliver print projects/jobs to campus departments/offices? Maximum points = 5	
	C.6	How would your company market itself to the campus community? Maximum points = 5	
	C.7	What additional professional services or incentives would be provided to Tennessee Tech in addition to fulfilling the scope of services? Maximum points = 10	
	C.8	Online Storefront – How would you provide a PCI-compliant web-based storefront with locked templates enforcing brand standards? The platform must support internal and external orders. Maximum points = 5	
n/a	C.9	Technical Proposal Presentation Maximum points =5	

(Maximum Score Section C.2 = 40)

ATTACHMENT 6.6M – Cost Proposal & Scoring Guides

NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as shown.	
PROPOSER NAME:	
SIGNATURE & DATE:	

NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer company president, evidence SHALL be attached showing the Signatory's authority to bind the Proposer.

COST PROPOSAL SCHEDULE – MAIL SERVICES

The proposed costs, detailed below, shall indicate the proposed price for providing the entire scope of service including all services as defined in the RFP, for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and Tennessee Tech. All monetary amounts are United States currency.

Cost Item Description	Proposed Cost					Tennessee Tech Use ONLY
	Year 1	Year 2	Year 3	Year 4	Year 5	Sum
Monthly Mail Services Management Fees: (1) recurring monthly expenses and (2) estimated monthly variable expenses						
Any additional one-time expenses (please itemize on a separate sheet)						
** Mail locker system: cost for 250 units (optional)						
** Mail locker system: cost for 500 units (optional)						
** Mail locker system: cost for Proposer's recommended number of units**						
Self Service Mail Kiosk System						

The RFP Coordinator shall use the evaluation cost amount derived from the proposal above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.

Evaluation Cost Amount:
(sum of all weighted cost amounts above)

Lowest Evaluation Cost Amount from all Proposals

Evaluation Cost Amount Being Evaluated

X 50
(maximum section score)

= SCORE:

Note: The cost proposal will be evaluated on the 5-year cost for the services as specified in the RFP. If proposer elects to extend the terms, conditions and pricing of its proposal to other institutions, Proposer may include additional cost information that may be needed to allow such extension from a cost standpoint. Such costs may be incorporated as a part of any resulting contract.

** These costs are informational only and will not be included in the Cost Evaluation. Tennessee Tech may or may not use a locker system, at its sole discretion.

ATTACHMENT 6.6P – Cost Proposal & Scoring Guides

NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as shown.						
PROPOSER NAME:						
SIGNATURE & DATE:						
<i>NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer company president, evidence SHALL be attached showing the Signatory's authority to bind the Proposer.</i>						
COST PROPOSAL SCHEDULE – PRINT SERVICES						
<p>The proposed costs, detailed below, shall indicate the proposed price for providing the entire scope of service including all services as defined in the RFP, for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and Tennessee Tech. All monetary amounts are United States currency.</p>						
Cost Item Description	Proposed Cost					Tennessee Tech Use ONLY
	Year 1	Year 2	Year 3	Year 4	Year 5	Sum
Monthly Printing Services Management Fees: (1) recurring monthly expenses and (2) estimated monthly variable expenses						
Any additional one-time expenses (please itemize on a separate sheet)						
<i>The RFP Coordinator shall use the evaluation cost amount derived from the proposal above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.</i>					Evaluation Cost Amount: <i>(sum of all weighted cost amounts above)</i>	
$\frac{\text{Lowest Evaluation Cost Amount from all Proposals}}{\text{Evaluation Cost Amount Being Evaluated}}$					X 45 <i>(maximum section score)</i>	= SCORE:

Note: The cost proposal will be evaluated on the 5-year cost for the services as specified in the RFP. If proposer elects to extend the terms, conditions and pricing of its proposal to other institutions, Proposer may include additional cost information that may be needed to allow such extension from a cost standpoint. Such costs may be incorporated as a part of any resulting contract.

ATTACHMENT 6.7 – PROPOSAL SCORE SUMMARY MATRIX

RFP Coordinator	Date					
QUALIFICATIONS & EXPERIENCE Maximum Points: 10	PROPOSER NAME		PROPOSER NAME		PROPOSER NAME	
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
TECHNICAL APPROACH Maximum Points: 50						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
FINANCIAL PROPOSAL Maximum Points: 40	SCORE:		SCORE:		SCORE:	
PROPOSAL SCORE Maximum Points: 100	TOTAL SCORE:		TOTAL SCORE:		TOTAL SCORE:	

ATTACHMENT 6.8 – Listing of State Universities, The UT Systems of Higher Education, and State of Tennessee

**Austin Peay State University
East Tennessee State University
Middle Tennessee State University
Tennessee State University
Tennessee Technological University
University of Memphis
Tennessee Board of Regents, System Office
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 – Chattanooga
University of Tennessee – Knoxville
University of Tennessee – Martin
University of Tennessee – Southern
University of Tennessee Health Science Center
State of Tennessee Departments**

Tennessee Colleges of Applied Technology

**Athens · Chattanooga · Covington · Crossville · Crump · Dickson · Elizabethton · Harriman
Hartsville · Henry/Carroll · Hohenwald · Jacksboro · Jackson · Knoxville · Livingston
McKenzie · McMinnville · Memphis · Morristown · Murfreesboro · Nashville · Northwest
Oneida/Huntsville · Pulaski · Ripley · Shelbyville**