



# TENNESSEE TECHNOLOGICAL UNIVERSITY

## Request for Proposal

### CHEER AND DANCE CAMP INSTRUCTION (revised)

Proposal Due  
Date/Time:

January 24, 2025 3:00PM

Central Time

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

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## **1 INTRODUCTION**

### **1.1 Background**

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

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

### **1.2 Statement of Purpose, Scope of Services**

Tennessee Tech intends to secure a contract with a qualified and experienced Contractor to provide a comprehensive cheer and dance camp instructional program.

See Attachments 6.4 and 6.5 for additional information and requirements.

Tennessee Tech has issued this Request for Proposal (RFP) to define Tennessee Tech's minimum service requirements; solicit proposals; detail proposal requirements; and, outline Tennessee Tech’s process for evaluating proposals and selecting a contractor to provide the requested services.

Through this RFP, Tennessee Tech seeks to secure the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are small, minority, or women-owned an opportunity to do business with the university as contractors and subcontractors. Vendors must complete the Contractor Requirements Form. (See Attachment 6.1 for form and classification definitions.) In addition, all small, minority, woman, disabled 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 if needed.

The Scope of Services is further defined in RFP Attachments 6.2 and 6.4.

### **1.3 Pro Forma Contract, Contract Period, and Required Terms and Conditions**

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

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

The *Pro Forma* Contract substantially represents the Contract document that the Proposer selected by Tennessee Tech MUST agree to and sign.

#### **1.4 Coverage and Participation**

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

#### **1.5 Nondiscrimination**

The Proposer shall abide by all applicable federal and state laws pertaining to discrimination and hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the performance of this Contract or in the employment practices of the Proposer on the grounds of classifications protected by federal or state laws. Accordingly, the Proposer 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.

Mr. Greg Holt  
Compliance Officer  
Box 5037  
Cookeville, TN 38505  
(931) 372-6062  
[gholt@tntech.edu](mailto:gholt@tntech.edu)

#### **1.6 Assistance to Proposers with a Disability**

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

#### **1.7 RFP Communications**

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

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

Donna Wallis  
Director of Purchasing & Contracts  
Tennessee Technological University

Box 5144  
Derryberry Hall, Suite 301  
1 William L. Jones Drive  
Cookeville, TN 38505  
Phone: (931) 372-3492 / Fax: (931) 372-3727  
Email: dwallis@tntech.edu

- 1.7.2 Tennessee Tech has assigned the following RFP identification that must be referenced in all communications regarding the RFP: **RFP- Cheer and Dance Camp Instruction**
- 1.7.3 Any oral communications shall be considered unofficial and non-binding with regard to this RFP. Only Tennessee Tech's official responses and communications, as defined in Section 1.7.7 below, shall be considered binding with regard to this RFP. Tennessee Tech's official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.
- 1.7.4 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 electronic "postmarking" of a communication or proposal to Tennessee Tech by a deadline date shall not substitute for actual receipt of a communication or proposal by the university.
- 1.7.5 A written question/answer period deadline is designated in the RFP Section 2, Schedule of Events. The purpose of the written question/answer period is to allow Proposers to submit any questions for official written response by Tennessee Tech. The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline in the RFP Section 2, Schedule of Events. Tennessee Tech reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification.
- 1.7.6 Proposer is to review all aspects of the RFP and Pro Forma Contract and identify any and all potential problem areas that could delay the signing of the Contract and submit written questions regarding these items. See Section 4.1 below for further information regarding Proposer Required Review and Waiver of Objections.
- 1.7.7 Tennessee Tech will convey all official responses and communications pursuant to this RFP via Internet posting at <https://www.tntech.edu/purchasing/bidopportunities.php>. It is the proposers' responsibility to access this website to obtain updates to information as needed to submit a response to the most current information issued by Tennessee Tech. Tennessee Tech reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification.
- 1.7.8 Any data or information provided by Tennessee Tech 9in this RFP, and RFP Amendment or any other communication relating to this RFP) is for informational purposes only. Tennessee Tech will make reasonable efforts to ensure the accuracy of such data or information; however, it is the Proposer's obligation to independently verify any data or information provided by Tennessee Tech. Tennessee Tech expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Proposers.

## **1.8 Proposal Deadline**

Proposals must be submitted no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond to the written RFP and any RFP exhibits,

attachments, or amendments. A late proposal shall not be accepted, and a Proposer's failure to submit a proposal before the deadline shall cause the proposal to be disqualified. It is the responsibility of the Proposer to ascertain any additional requirements with respect to packaging and delivery to Tennessee Tech. Proposers should be mindful of any potential delays whether foreseeable or unforeseeable.

#### **1.9 Written Questions/Answer Period**

A question and answer period deadline is defined in the RFP Section 2, Schedule of Events. The purpose of the written question/answer period is to allow Proposers to submit any questions they may have regarding the scope of services requested. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by Tennessee Tech as described in RFP Sections 1.7, et seq., above and on the date in the RFP Section 2, Schedule of Events.

## 2 RFP SCHEDULE OF EVENTS

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

<b>RFP SCHEDULE OF EVENTS</b>		
<b>NOTICE: Tennessee Tech reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Tennessee Tech will attempt to communicate any adjustment to the Schedule of Events via internet posting, as per RFP Section 1.7 et seq.</b>		
<b>EVENT</b>	<b>TIME</b>	<b>DATE (all dates are university business days)</b>
1. Tennessee Tech Issues RFP		12/4/2024
2. Disability Accommodation Request Deadline		12/18/2024
3. Written Question/Comments Deadline	12:00 noon	12/18/2024
4. Tennessee Tech Responds to Written Questions/Comments	4:30 pm	12/20/2024
5. Proposal Deadline and Opening	3:00 pm	1/24/2025
6. Technical Presentations by Proposers (if required)		2/17/2025 – 2/21/2025
7. Technical Scores Finalized		3/5/2025
8. Tennessee Tech Opens Cost Proposals and Calculates Scores		3/6/2025
9. Tennessee Tech Issues Intent to Award Letter Opens RFP Files for Public Inspection		3/10/2025
10. Contract Execution		3/17/2025
11. Contract Effective Date		8/1/2025

### 3 PROPOSAL REQUIREMENTS

Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. There will be no best and final offer procedure. However, Tennessee Tech reserves the right to further clarify or negotiate with the best-evaluated Proposer subsequent to award recommendation but prior to Contract execution if deemed necessary by university. Any amendment or negotiation shall be within the scope of the original procurement. Tennessee Tech may initiate negotiations, which serve to alter the bid/proposal in a way favorable to the university. In no event shall negotiations amend the proposal such that the apparent successful Proposer no longer offers the best proposal.

#### 3.1 Proposal Form and Delivery

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

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

**“Technical Proposal in Response to RFP – Cheer and Dance Camp Instruction – Do Not Open”**

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

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

**“Cost Proposal in Response to RFP – Cheer and Dance Camp Instruction – Do Not Open”**

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

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

**“Contains Separately Sealed Technical and Cost Proposals for RFP- Cheer and Dance Camp Instruction”**

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

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

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



### **3.2 Technical Proposal**

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

**NOTICE: NO COST OR PRICING INFORMATION SHALL BE INCLUDED IN THE TECHNICAL PROPOSAL. THIS INCLUDES REFERENCES TO ITEMS THAT ARE INCLUDED "FREE" OR "AT NO ADDITIONAL COST", ETC. INCLUSION OF COST PROPOSAL 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. Proposers should duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate). The order of the response to the Technical Proposal and Evaluation Guide should be preserved.

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

3.2.4 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.

3.2.5 Tennessee Tech may, at its sole discretion, determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference sections of the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide.

3.2.6 Tennessee Tech may, at its sole discretion, determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide.

3.2.7 **The Proposer must sign and date the Technical Proposal. Digital signatures are acceptable. Failure to submit one (1) original with a signature will be cause for rejection of the proposal.**

3.2.8 In the event of a discrepancy between the original hardcopy Technical Proposal and the digital copy, the original, signed hardcopy document will take precedence.

3.2.9 Tennessee Tech may request Proposers to give an oral presentation of their solution, either in-person or remotely.

### **3.3 Cost Proposal**

3.3.1 The Cost Proposal must be submitted to Tennessee Tech in a sealed package that is separate from the Technical Proposal.

3.3.2 Each Proposer shall ONLY record the proposed cost exactly as required by the Cost Proposal and Evaluation Guide and shall NOT record any other rates, amounts, or information unless specifically requested in the RFP Attachment 6.6.

- 3.3.3 **The Proposer must sign and date the original Cost Proposal. Digital signatures are acceptable. Failure to submit one (1) original Cost Proposal with a signature shall be cause for rejection of the proposal.**
- 3.3.4 If a Proposer fails to submit a Cost Proposal as required, Tennessee Tech shall determine the proposal to be non-responsive and reject it.
- 3.3.5 In the event of a discrepancy between the original hardcopy Cost Proposal and the digital copy, the original, signed hardcopy document will take precedence.

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

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

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

### **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 via Internet posting at <https://www.tntech.edu/purchasing/bidopportunities.php>. Each proposal must respond to the final written RFP and any exhibits, attachments, and amendments.

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

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

- 4.3.1 Tennessee Tech reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.
- 4.3.2 Each proposal must comply with all of the terms of this RFP and all applicable state laws and regulations. Tennessee Tech may consider any proposal that does not meet the requirements of this RFP to be non-responsive and reject it.
- 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 rights of Tennessee Tech or otherwise qualify a proposal. Tennessee Tech may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected.
- 4.3.5 A Proposer shall not submit multiple proposals in different capacities. This prohibited action is 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.

- 4.3.6 Tennessee Tech shall reject a proposal if the Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer. Regardless of the time of detection, Tennessee Tech shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or Contract termination.
- 4.3.7 Tennessee Tech shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:
  - 4.3.7.1 An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
  - 4.3.7.2 A Contract with or a response from a company, corporation, or any other Contracting entity in which a controlling interest is held by any State employee shall be considered to be a Contract with or proposal from the employee; and
  - 4.3.7.3 A Contract with or a response from a company, corporation, or any other Contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a Contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.
  - 4.3.7.4 Per Tennessee Tech policy, contracts with an employee's spouse, or 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.
- 4.3.8 Tennessee Tech reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with this RFP. If Tennessee Tech waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with the RFP.

#### **4.4 Incorrect Proposal Information**

If Tennessee Tech determines that a Proposer has provided, for consideration in this RFP process or subsequent Contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive and shall be rejected.

#### **4.5 Iran Divestment Act**

By submission of this Proposal, Proposer and each person signing on behalf of Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106. For reference purposes, the list is current available online at <http://www.tn.gov/generalservices/article/Public-Information-library>

#### **4.6 Proposal of Additional Goods and/or Services**

If a Proposer offers related goods and/or services in addition to those required by and described in this RFP, the additional goods and/or services may be added to the Contract before Contract signing at the sole discretion of Tennessee Tech. Proposers must provide a detailed description of each related product and/or service offered in addition to those specified in this RFP to be considered for inclusion in the Contract as a separate attachment. Costs associated with additional related goods and/or services must be provided on a separate attachment in the Cost Proposal. Please note that proposed additional goods and/or services will not be used in evaluating the proposal.

#### **4.7 Assignment and Subcontracting**

- 4.7.1 The Contractor may not subcontract, transfer, or assign any portion of the Contract without Tennessee Tech's prior, written approval. At its sole discretion, Tennessee Tech reserves the right to refuse approval of any subcontract, transfer, or assignment.
- 4.7.2 If a Proposer intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.5., Section B, Qualifications & Experience Requirements, Item B.10.).
- 4.7.3 Subcontractors identified within a response to this RFP will be deemed as approved by Tennessee Tech unless the university expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.
- 4.7.4. After Contract award, a Contractor may only substitute an approved subcontractor at the discretion of Tennessee Tech and with the university's prior, written approval.
- 4.7.5. Notwithstanding any Tennessee Tech approval relating to subcontracts, the Proposer who is awarded a Contract pursuant to this RFP will be the prime Contractor and will be responsible for all work under the Contract.

#### **4.8 Right to Refuse Personnel**

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

#### **4.9 Insurance**

- 4.9.1 During the course of this Contract the Contractor will maintain, at its own expense, insurance in form and substance acceptable to Tennessee Tech. Insurance shall be written by insurance company(ies) licensed to operate in the State of Tennessee. The Contractor shall be required to provide acceptable proof of insurance naming Tennessee Tech and Tennessee Tech Foundation as additional insured prior to execution of Contract. Current proof of insurance shall be provided to Tennessee Tech upon

request by the Contractor. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the Contract negotiations and/or Contract.

4.9.2 The Contractor agrees that the required insurance provided hereunder shall be primary over any insurance of Tennessee Tech and that the Contractor's interests are not covered whatsoever by the university. Tennessee Tech is subject to the provisions of the Tennessee Claims Commission Act, TCA §9-8-301, et seq.

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

#### **4.10 Department of Revenue Registration**

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

#### **4.11 Financial Stability**

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

#### **4.12 Proposal Withdrawal**

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

#### **4.13 Proposal Errors and Amendments**

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

#### **4.14 Proposal Preparation Costs**

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

#### **4.15 Continued Validity of Proposals**

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 that 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 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 law. **By submitting a proposal, the Proposer acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection in accordance with Tennessee statute. Notations on proposals that materials submitted be kept confidential will not be honored. All bid documents and contracts become public records in accordance with applicable statute(s).**
- 4.16.3 If an RFP is re-advertised, all prior offers and/or proposals shall remain closed to inspection by the Proposers and/or public until evaluation of the responses to the re-advertisement is complete.

#### **4.17 Contract Approval**

The RFP and the 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 executed by the Contractor and all other appropriate authorities.

#### **4.18 Contract Amendment**

After Contract award, Tennessee Tech may request the Contractor to deliver additional goods and/or perform additional services within the general scope of the Contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, Tennessee Tech will provide the Contractor a written description of the additional goods and/or services. The Contractor must respond to Tennessee Tech with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If Tennessee Tech and the Contractor reach an agreement regarding the goods and/or services and associated compensation, such agreement must be effected by means of a Contract amendment. Further, any such amendment requiring additional goods and/or services must be signed by both Tennessee Tech and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until Tennessee Tech has issued a written Contract amendment with all required approvals.

#### **4.19 Severability**

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

#### **4.20 Next Ranked Proposer**

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

#### 4.21 Contractor Registration

All Proposers should complete the vendor registration process and become a registered vendor. When applicable, Tennessee Tech shall work with Proposers and the Governor’s Office of Diversity Business Enterprise (Go-DBE) for Proposers to obtain official state certification. Although registration 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:  
<https://www.tbr.edu/purchasing/how-do-business-tbr>

#### 4.22 Policy and Guideline Compliance

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

#### 4.23 Protest Procedures

A copy of Tennessee Tech’s bid protest procedures is available upon request to the RFP coordinator.

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

### 5 PROPOSAL EVALUATION & CONTRACT AWARD

#### 5.1 Evaluation Categories and Maximum Points

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

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

#### 5.2 Evaluation Process

The proposal evaluation process is designed to award the Contract not necessarily to the Proposer proposing the least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria. “Responsive Proposer” is defined as a Proposer that has submitted a response that conforms in all material respects to the RFP. “Responsible Proposer” is defined as a Proposer that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

## 5.2.1 **Technical Proposal Evaluation**

- 5.2.1.1 The RFP Coordinator will use the RFP Attachment 6.5, Technical Proposal and Evaluation Guide, to manage the Technical Proposal Evaluation and maintain evaluation records.
- 5.2.1.2 The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.5, Technical Proposal and Evaluation Guide, Technical Proposal Section A). If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Chief Procurement Officer will review the proposal and document its determination of whether: (1) the proposal meets requirements for further evaluation; (2) Tennessee Tech will request clarifications or corrections; or, (3) the university will determine the proposal non-responsive to the RFP and reject it. A determination that a proposal is non-responsive must be approved by the Chief Business Officer before notice may be sent out that the proposal has been rejected.
- 5.2.1.3 A Proposal Evaluation Team, appropriate to the scope and nature of the RFP, will evaluate each Technical Proposal that appears responsive to the RFP.
- 5.2.1.4 Each Proposal Evaluation Team member will independently, evaluate each proposal against the evaluation criteria in this RFP, rather than against other proposals, and will score each in accordance with the RFP Attachment 6.5, Technical Proposal and Evaluation Guide.
- 5.2.1.5 During the Technical Proposal evaluation, Tennessee Tech may identify approximately 3-5 finalists, who will continue through the remaining phases of the process. Cost Proposals from Proposers not considered finalists will not be opened or considered for award.
- 5.2.1.6 Tennessee Tech reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by Tennessee Tech. The Proposer shall put any resulting clarification in writing as may be required by Tennessee Tech.

## 5.2.2 **Finalist Presentations**

During the Technical Proposal evaluation process, Tennessee Tech may require each finalist to make a presentation of its Technical Proposal. The presentation will enable the Proposers to present their Technical Proposal and field questions from the evaluators. Presentations will be part of the final Technical Proposal score. No Cost Proposal information is to be discussed during the presentation.

## 5.2.3 **Cost Proposal Evaluation**

After Technical Proposal evaluations are completed, the RFP Coordinator will open the Cost Proposals to calculate and document the Cost Proposal scores.

## 5.2.4 **Total Proposal Score**

For each responsive proposal, the RFP Coordinator will add the Technical Proposal score to the Cost Proposal score to yield the apparent best-evaluated proposal.



### 5.3 Contract Award Process

- 5.3.1 The RFP Coordinator will forward the results of the Proposal evaluation process to the appropriate Tennessee Tech official(s) who will consider the Proposal evaluation process results and all pertinent information available to make a determination about the Contract award. Tennessee Tech reserves the right to make an award without further discussion of any Proposal.

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

- 5.3.2 After the appropriate official's determination, Tennessee Tech will issue an Intent to Award to identify the apparent best-evaluated proposal as in the RFP Section 2, Schedule of Events.

**NOTE: The Intent to Award shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.**

- 5.3.3 Tennessee Tech will also 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. Prior to contract execution, Tennessee Tech reserves the right, at its sole discretion, to add terms and conditions or to revise *Pro Forma* Contract requirements in 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 Tennessee Tech. If the Proposer fails to provide the signed Contract by the deadline, Tennessee Tech may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.

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

# ATTACHMENT 6.1

## CONTRACTOR REQUIREMENTS FORM

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



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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT 6.2**  
**PRO FORMA CONTRACT**

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

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

This Contract, by and between Tennessee Technological University, hereinafter referred to as “Tennessee Tech” and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the “Contractor,” is to provide a complete cheerleading and dance instructional camp, as further defined in the "SCOPE OF SERVICES." The Contractor is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY]. The Contractor’s address is: [ADDRESS]

A. SCOPE OF SERVICES:

The Contractor shall provide a complete cheerleading and dance instructional camp program on the campus of Tennessee Tech University in accordance with the provisions contained herein.

B. CONTRACT TERM:

Contract Term. This Contract shall be effective for the period commencing on [DATE], and ending five (5) years thereafter. Tennessee Tech shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1 Maximum Liability. In no event shall the maximum liability of Tennessee Tech under this Contract exceed [WRITTEN DOLLAR AMOUNT] [\$NUMBER AMOUNT]. The Service Rates in Section C.4 include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless Tennessee Tech requests work and the Contractor performs the work in accordance with the Contract requirements.
- C.2 Compensation Firm. The 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.
- C.3 Payment Method. The Contractor agrees that Tennessee Tech shall issue payment for all goods and/or services under this Agreement via the method agreed upon the by the Contractor and Tennessee Tech.

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

[COST ITEM]                      [COST, YEAR1] [COST, YEAR2] [COST, YEAR3] [COST, YEAR4] [COST, YEAR5]

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.

C.5 Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.6 Payment of Invoice. The payment of an invoice by Tennessee Tech shall not prejudice Tennessee Tech's right to object to or question any invoice or matter in relation thereto. Such payment by Tennessee Tech shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.7 Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Tennessee Tech, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable goods and/or services.

C.8 Deductions. Tennessee Tech reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and Tennessee Tech any amounts which are or shall become due and payable to Tennessee Tech by the Contractor.

D. CONTRACTOR RESPONSIBILITIES

Contractor's responsibilities are detailed on Attachment 6.4.

E. TERMS AND CONDITIONS:

E.1 Authorized Signatories and Counterparts. Tennessee Tech is not bound by this Contract until it is approved by the appropriate officials in accordance with applicable Tennessee laws and regulations as shown on the signature page of this Contract.

E.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.

E.3 Termination for Convenience. Tennessee Tech may terminate this Contract without cause for any reason. Termination under this Section E.3 shall not be deemed a Breach of Contract by Tennessee Tech. Tennessee Tech shall give the Contractor at least sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for approved services as of the termination date. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4 Termination for Cause. If the Contractor fails to perform its obligations under the Contract in a timely or proper manner, or if the Contractor violates any term of this Contract, Tennessee Tech shall have the right to immediately terminate the Contract provided, however, the university shall have the option to

give Contractor written notice and a specified period of time in which to cure. Notwithstanding the above, the Contractor shall not be relieved of liability to Tennessee Tech for damages sustained by virtue of any breach of this Contract by the Contractor. In addition, in the event of default of the Contractor, Tennessee Tech may procure the articles or services from other source(s) and hold the Contractor responsible for any excess cost or loss of revenue.

- E.5 Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of Tennessee Tech. If such subcontracts are approved by Tennessee Tech, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination". Notwithstanding any use of approved subcontractors, the Contractor shall be the prime Contractor and shall be responsible for all work performed.
- E.6 Conflicts of Interest. Contractor certifies its compliance with applicable federal and state laws, rules and regulations and Tennessee Tech policies with respect to Conflict of Interest, including, but not limited to the following:
- Pursuant to T.C.A. § 12-4-103, Contractor acknowledges that it is unlawful for any state official or employee to bid on, sell, or offer for sale, any merchandise, equipment or material, or similar commodity, to the state of Tennessee during the tenure of such official's or employee's office or employment, or for six (6) months thereafter, or to have any interest in the selling of the same to the state;
  - Pursuant to TTU Policy 132, Conflict of Interest, Tennessee Tech prohibits purchases of merchandise, equipment, materials or similar commodities from a Tennessee Tech employee's business or from a family member's business. Family member, as defined by the policy, means a spouse or child dependent or non-dependent of Tennessee Tech employee, unless otherwise defined by statute.
  - Pursuant to TTU Policy 132, Conflict of Interest, Tennessee Tech prohibits service contracts with an individual who is, or within the past six months has been a state employee. Contracts with the employee's spouse, a company or corporation in which a controlling interest is held by any state employee or the employee's spouse shall be considered, for the purpose of applying this rule, to be a contract with said individual.
- E.7 Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by federal, or state constitutional or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- E.8 Records. The Contractor shall maintain documentation for all charges against Tennessee Tech and/or payments made to the university under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or monies paid or received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by Tennessee Tech, the Comptroller of the Treasury, or their duly appointed representatives. The Contractor's financial statements shall be prepared in accordance with generally accepted accounting principles.

- E.9 Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by Tennessee Tech, the Comptroller of the Treasury, or their duly appointed representatives.
- E.10 Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- E.11 Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that the parties are independent Contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Neither the Contractor nor its employees have any authority to bind Tennessee Tech in any respect.
- E.12 Insurance. The Contractor shall maintain a commercial general liability policy, which shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of \$1,000,000 per occurrence, \$3,000,000 in the aggregate and which shall name Tennessee Tech as additional insured. The Contractor shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law. The Contractor shall deliver to Tennessee Tech certificates of insurance upon request. If any policy providing insurance required by the Contract is cancelled prior to the policy expiration date, the Contractor, upon receiving a notice of cancellation, shall give immediate notice to Tennessee Tech. The enumeration in the Contract of the kinds and amounts of liability insurance shall not abridge, diminish or affect the Contractor's legal responsibilities arising out of or resulting from the goods and/or services under this Contract.
- E.13 Tennessee Tech Liability. Tennessee Tech shall have no liability except as specifically provided in this Contract. Contractor agrees that the Tennessee Claims Commission shall have exclusive jurisdiction to resolve disputes related to this Contract.
- E.14 Force Majeure. Should an event (e.g., war, act of God, riot, natural disaster, etc.) beyond a party's reasonable control occur, that party will be excused from performing its obligations under this contract, provided the following provisions are met: (1) The affected party must promptly notify the other party of the occurrence of the event, its effect on performance, and how long that party expects it to last, and (2) the affected party shall update that information as reasonably necessary and use reasonable efforts to limit damage to the other party and to resume its performance under this agreement.
- E.15 Compliance with Laws. The Contractor shall comply with all applicable state, federal and local laws and regulations, including Tennessee Tech policies and guidelines, in the performance of this Contract.
- E.16 Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to its choice of law principles. The Contractor agrees that it will be subject to the exclusive jurisdiction of the Tennessee Claims Commission in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against Tennessee Tech or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.

- E.17 Severability. If any terms or conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- E.18 The following individuals are designated as official points of contact with respect to Contract communications and notifications.

For Tennessee Tech:  
Sandra Bohannon  
Director, Fitness Center  
Box 5107  
246 Wings Up Way  
Cookeville, TN 38505  
Email: [sbohannon@tnitech.edu](mailto:sbohannon@tnitech.edu)

With a copy to:  
Donna Wallis  
Director of Purchasing & Contracts  
Box 5144  
1 William L. Jones Drive  
Cookeville, TN 38505  
Phone: 931-372-3492  
Fax: 931-372-3727  
Email: [dwallis@tnitech.edu](mailto:dwallis@tnitech.edu)

For the Contractor:  
[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]  
[CONTRACTOR NAME]  
[ADDRESS]  
[TELEPHONE NUMBER]  
[FACSIMILE NUMBER]  
[email]

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

- E.19 Funds Availability. The continuation of this 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. Termination under this Section E.19 shall not be deemed a breach of Contract by Tennessee Tech. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from Tennessee Tech any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.20 Breach. A party shall be deemed to have breached the Contract if any of the following occurs (However, this list is not exclusive.):



- failure to perform in accordance with any term or provision of the Contract;
- partial performance of any term or provision of the Contract;
- any act prohibited or restricted by the Contract, or
- violation of any warranty.

E.21 Hold Harmless. The Contractor agrees to indemnify and hold harmless Tennessee Tech as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action, including reasonable attorney's fees, which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for Tennessee Tech in the event such service is necessary to enforce the terms of this paragraph or otherwise enforce the obligations of the Contractor to Tennessee Tech hereunder.

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

E.22 Contract Documents. This Contract consists of the following documents, with the most recently issued amendment to each having precedence:

- a. This Contract document and its attachments;
- b. The Request for Proposal and its associated amendments;
- c. The Contractor's Proposal dated [DATE].

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

E.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 services are endorsed.

E.24 Trademarks. All logos, seals, names, symbols, and slogans associated with Tennessee Tech are trademarks registered with both the state and federal government and are the exclusive property of Tennessee Technological University. Reproduction of these marks for resale, or other commercial purposes, must have Tennessee Tech authorization. The office of Communications and Marketing is responsible for protecting the use of Tennessee Tech trademarks and for licensing commercial use of these marks and shall approval all requests for use and production as described herein.

E.25 Indemnification. The Contractor agrees to indemnify and hold harmless Tennessee Tech as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action 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 Contract or otherwise enforce the obligations of the Contractor to the university.

In the event of any such suit or claim, the Contractor shall give Tennessee Tech immediate notice

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

- E.26 Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- E.27 Prohibition on Hiring Illegal Immigrants. Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that Contractor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of the Contract. Contractor's signature below shall signify such written attestation.
- E.28 Red Flags. The 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 Contract, or review Tennessee Tech's Red Flags identity theft program and report any Red Flags to the university.
- E.29 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, as required by T.C.A. §12-3-306, and will provide proof of compliance upon request.
- E.30 Data Privacy and Security.  
Data Privacy. "Personal Information" means information provided to Contractor by or at the direction of Tennessee Tech, or to which access was provided to Contractor by or at the direction of the university, in the course of Contractor's performance under this Agreement that: (i) identifies or can be used to identify an individual (including , without limitation , names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers.

Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information complies with all applicable federal and state privacy and data protection laws, including without limitation, the Gramm-Leach-Bliley Act ("GLBA"); the Health Information Portability and Accountability Act ("HIPAA"); the Family Educational Rights and Privacy Act ("FERPA") of 1974 (20 U.S.C.1232g), the FTC's Red Flag Rules and any applicable federal or state laws, as amended ,together

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

Data Security. Contractor represents and warrants that Contractor will maintain compliance with the SSAE 16 standard, and shall undertake any audits and risk assessments Contractor deems necessary to maintain compliance with SSAE16.

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

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

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

- E.31 Iran Divestment Act. The requirements of Tennessee Code Annotated § 12-12-101 et. seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- E.32 Boycott of Israel. Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of Israel as defined by Tennessee Code Annotated §12-4-119.
- E.33 Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**IN WITNESS WHEREOF:**

**CONTRACTOR:**

---

NAME  
TITLE

DATE

**TENNESSEE TECHNOLOGICAL UNIVERSITY:**

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Dr. Claire Stinson  
Vice President for Planning and Finance

DATE

**ATTACHMENT 6.3**

**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 goods and/or services as defined in the RFP Attachment 6.4 for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.2, *Pro Forma* Contract. A Proposal that limits or changes any of the terms or conditions contained in the Pro Forma Contract may be considered by Tennessee Tech, in its sole discretion, non-responsive and may be rejected.
- 2) The information detailed in the proposal submitted herewith in response to the RFP is accurate.
- 3) The proposal submitted herewith in response to the RFP shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any Contract pursuant to the RFP.
- 4) The Proposers shall comply with all State of Tennessee and Federal laws and regulations, including Tennessee Tech policies and guidelines in the submission of its Proposal and, if the successful Proposer, in the performance of the Contract.
- 5) The Proposer certifies, by signature below and submission of this proposal, to the best of its knowledge and belief, that it and its principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with, obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- 6) The Proposer understands and agrees that Proposer shall be paid by check, unless other payment arrangements are agreed upon between the parties.
- 7) The Proposer may elect to extend the terms and pricing of its Proposal to any state institution as listed in Attachment 6.8. Does Proposer agree to extend the terms and conditions of the RFP to other state institutions? \_\_\_\_ Yes \_\_\_\_ No (Note: Proposer's decision whether or not to extend its Proposal to others shall not affect the award of this Contract by Tennessee Tech.)
- 7) Proposer certifies 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.

**SIGNATURE & DATE:** \_\_\_\_\_

## ATTACHMENT 6.4 – MANDATORY REQUIREMENTS & PROJECT DESCRIPTION

### Contractor Responsibilities

- A. Camps will be conducted for five (5) weeks during the months of June (3) and July (2), with dates to be mutually agreed between the Contractor and Tennessee Tech.
- B. Ratio of one (1) instructor per 30 camp participants.
- C. Complete instruction and materials for coach/sponsors and for cheerleading and dance squads.
  - Current routines with a focus on sideline chants and cheers to encourage crowd participation.
  - Pre-Game, Pep Rally, game day events, and competitions.
  - Stunting instruction, partner stunt safety, transitions and proper techniques.
  - Team building and unity.
- D. Provide informational materials and instruction for sponsors/ coaches.
  - Provide each sponsor/coach with an updated manual and a free membership in the American Association of Coaches and Sponsors (AACCA), including \$1,000,000 in liability insurance coverage, secondary to any provided to sponsor/coach through their school/organization.
- E. Contractor shall provide a mascot instructor for a complete mascot training program during one (1) camp week to be agreed upon by both parties. Mascot instruction must be conducted in conjunction with a scheduled cheer or dance week and must include the following:
  - Building a creative and engaging character
  - Mascot motion and improvisational techniques.
  - The use of signs and props.
  - Creating skits to entertain crowd.
  - How to create routines for participation in Mascot tryouts and competitions.
  - Athletic sports nutrition and hydration.
  - Care and Maintenance of costume.
- F. Contractor shall provide a minimum of three (3) hours of instruction per camp session for cheer and dance sponsors and coaches, including but not limited to cheer techniques, stunt techniques, safety training, organizing effective practices, team building, and administrative skills.
- G. Contractor shall provide first aid staff for camp assistance. Must be present during all instructional sessions and will be responsible for basic first aid of participant in case of injury, providing a copy of the injury report to university.
- H. Contractor must provide a roster of camp instructors proposed for the camp at least two (2) weeks prior to camp dates so that housing can be coordinated. Roster must include name, gender, designation of staff for Head Instructor, and Head Camp Manager.
- I. Contractor shall provide insurance for all the instructional staff members.
- J. Head instructors must have a minimum of two (2) years of instructional experience prior to being assigned as Head Instructor for Tennessee Tech University Cheer and Dance Camps.
- K. All instructional staff must have received education in best safety practices, with current certifications, collegiate level experience, Level 2 background checked and be knowledgeable regarding concussions.
- L. Contractor is responsible for the behavior of its staff, who are required to conduct themselves in an exemplary manner and in accordance with Tennessee Tech's policies related to campus conduct. Contract shall fully comply with Tennessee Tech Policy 120 – Minors on Campus. Tennessee Tech reserves the right to dismiss from campus any contracted staff found or reported as not adhering to university policies, which may include taking legal action in the event of criminal behavior. If a staff member is dismissed from camp by Tennessee Tech for any reason, Contractor will replace dismissed staff member at the earliest possible time to avoid disruption to camp instruction and be responsible for any damages incurred by dismissed individual's activity or behavior.
- M. Contractor is responsible for charges related to excessive cleanup, lost keys, parking violations, damages, etc. due to actions or negligence of Contractor staff. Tennessee Tech will provide Contractor

with itemized invoice of any such damages, losses, and expenses. Contractor is responsible for prompt payment of such invoice(s).

- N. Contractor must provide a spreadsheet each Friday of registered squads to include the school's name, address, phone number, sponsor/coach name, coach email address (preferably not their school email address), and the number of campers and coaches.
- O. Contractor is responsible for coordinating the return shipping for camp store items immediately after the conclusion of the last week of camp in June and the conclusion of the last week of camp in July. University will not be responsible for items left after camps have concluded.

**Tennessee Tech University Responsibilities:**

- A. Coordinate and provide housing and meals for instructional staff and camp participants.
- B. Provide administrative coordination of camps including setting and collecting of fees and distributing invoices.
- C. Provide adequate space for instruction and activities.
- D. Provide Contractor with enrollment each week to enable sufficient provision of supplies and staffing by Contractor.
- E. Coaches, sponsors and chaperones will be informed that they are responsible for supervising squad members at all times, while on campus. This includes going to and from meals, whether walking or taking the shuttle, going to or coming from the dorms, and while in the dorms before instruction begins and at close of day, when activities and instruction are concluded.  
Tennessee Tech will provide storage space for Camp Store at no cost and will store items before and between camps.

**\*\*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**

<b>TECHNICAL PROPOSAL &amp; EVALUATION GUIDE — SECTION A</b>		
<b>PROPOSER NAME:</b>		
<b>SECTION A — MANDATORY REQUIREMENTS</b>		
<p>The Proposer must address ALL Mandatory Requirements section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below. The RFP Coordinator will review all mandatory requirements, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>▪ Proposal received on or before the Proposal Deadline.</li> <li>▪ Technical Proposal and Cost Proposal packaged separately.</li> <li>▪ Technical Proposal contains NO Cost Proposal data.</li> <li>▪ Proposer did NOT submit multiple proposals in a different form.</li> <li>▪ Technical Proposal does NOT contain any restrictions of the rights of Tennessee Tech or other qualification of the proposal.</li> </ul> <p>The RFP Coordinator will also review the proposal to determine if the Mandatory Requirement Items (below) are met and mark each with pass or fail.</p> <p><b>NOTICE:</b> In addition to these requirements, Tennessee Tech will also evaluate compliance with ALL RFP requirements.</p>		
<b>Proposal Page # (to be completed by Proposer)</b>	<b>Mandatory Requirement</b>	<b>TTU Use ONLY</b>
		<b>Pass/Fail</b>
	<b>A.1</b> Provide a completed and signed Contractor Requirements Form (Attachment 6.1).	
	<b>A.2</b> Provide the Technical Transmittal and Statement of Certifications and Assurances (in 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.	
	<b>A.3</b> Provide Project Narrative & Documentation (Attachment 6.4), initialed to indicate acceptance.	
	<p><b>A.4</b> Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the Contract has a possible conflict of interest (<i>e.g.</i>, employment by the State of Tennessee or Tennessee Tech) and, if so, the nature of that conflict.</p> <p>NOTE: Determination of conflict of interest shall be solely within the discretion of Tennessee Tech, and the university reserves the right to cancel any award.</p>	



	<p><b>A.5</b> Provide a copy of a current certificate of liability insurance. If Proposer's current limits/coverages do not meet Tennessee Tech's requirements, the successful Proposer will be required to submit a valid, current certificate of insurance that meets the requirements prior to contract award. Contractor must provide insurance for all instructional staff members.</p>	
	<p><b>A.6</b> To be considered for award, Proposer must have a minimum of five (5) years of providing the requested services. Provide a statement that Proposer meets this requirement, and provide other evidence of same.</p>	

**TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B**

**PROPOSER NAME:**

**SECTION B — QUALIFICATIONS & EXPERIENCE**

The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).

A Proposal Evaluation Team, made up of three or more Tennessee Tech employees, will independently evaluate and score the proposal's "qualifications and experience" responses. Point values may be rounded to 2 decimal places.

**Proposal Page #  
(to be completed  
by Proposer)**

**QUALIFICATIONS & EXPERIENCE**

***POSSIBLE POINTS SCORE: 30***

**B.1** Describe the Proposer's form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, email address and telephone number of the person Tennessee Tech should contact regarding the proposal.

**B.2** Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer's company within the last ten years, and if so, an explanation providing relevant details.

**B.3** Provide a statement of whether the Proposer or any of the Proposer's principals, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled *nolo contendere* to any felony, and if so, an explanation providing relevant details.

**B.4** Provide a statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.

**B.5** Provide a statement of whether, in the last ten years, Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.

**B.6** Provide a brief, descriptive statement indicating the Proposer's credentials to deliver the requested goods and/or services.

**B.7** Indicate the Proposer organization's number of employees, client base, and locations of offices.

**B.8** Provide a narrative description of the Proposer's capabilities in conducting complete cheerleading camp programs. Information to include, but not be limited to:

1. Qualifications and training for instructors and camp managers

	<ol style="list-style-type: none"> <li>2. Specific credentials or certifications held by the proposer and/or its camp staff</li> <li>3. Commitment to providing quality services</li> <li>4. Sample camp program/itinerary</li> <li>5. Sample instructional materials</li> <li>6. Affiliations with state or national competition organizations</li> </ol>
	<p><b>B.9</b> Provide a statement of whether the Proposer intends to use subcontractors, and if so, the names and email addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform.</p>
	<p><b>B.10</b> Provide three (3) customer references of similar higher education institutions (other than Tennessee Tech) for which you have conducted cheerleading camp programs.</p> <p>Each reference is to include:</p> <ul style="list-style-type: none"> <li>• Institution’s name and business address</li> <li>• Name, title, telephone number, and email address of the camp director</li> <li>• Length of camp</li> <li>• Description of camp (i.e. commuter, etc.)</li> <li>• Location of camp</li> <li>• Scope of responsibilities of Proposer for camp activities.</li> </ul>
<p><b>MAXIMUM SECTION SCORE (for <u>all</u> Section B items above, B.1 through B.10): 30</b></p>	

**TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C**

**PROPOSER NAME:**

**SECTION C — TECHNICAL APPROACH**

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

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

Proposal Page # (to be completed by Proposer)	Technical Approach	Score
	<p><b>C.1</b></p> <p>a. Contractor shall provide a complete cheer/dance instructional camp program, including qualified instructors and all appropriate instructional materials, with a ratio of one (1) instructor for not more than thirty (30) camp participants.</p> <p>b. Participant instruction shall include, as a minimum:</p> <ul style="list-style-type: none"> <li>i. New, cutting-edge material with a focus on sideline chants and cheers to lead the crowd as games begin;</li> <li>ii. Pre-game pep rally, game day events, and competitions;</li> <li>iii. Stunting instruction, including partner stunt safety, transitions and proper techniques; and</li> <li>iv. Team building and unity.</li> </ul> <p>c. Contractor shall provide a mascot trainer to instruct a complete mascot training program for at least one of the camp weeks, preferably week one. The mascot training program is to be provided in addition to the cheer instructional camp program and shall focus on areas including, but not limited to:</p> <ul style="list-style-type: none"> <li>i. building a creative character;</li> <li>ii. mascot motion techniques;</li> <li>iii. developing the use of emotions through body language;</li> <li>iv. sign and prop usage;</li> <li>v. skits to entertain the crowd;</li> <li>vi. conducting and participating in mascot tryouts; and</li> <li>vii. safety guidelines, including but not limited to the heat factor inside the costume, proper hydration and sport nutrition.</li> </ul> <p>Describe your camp instructional program and the instructional materials as it applies to this requirement.</p> <p>Maximum Points = 15</p>	
	<p><b>C.2</b> Contractor shall provide a minimum of three (3) hours instruction per camp session for cheer and dance advisors and coaches, with instruction to include, but not be limited to, cheer techniques, stunt techniques, safety training, organizing effective</p>	

	<p>practices, team building and administrative skills. Please describe details in regards to the above.</p> <p>Maximum Points = 5</p>	
	<p><b>C.3</b> Contractor shall provide first aid staff member(s) for camp assistance. Trainer(s) are to be present during instructional sessions and will be responsible for primary care of participant in case of injury. Should injury occur, Contractor will provide Tennessee Tech with a copy of an injury/accident report. Please describe the qualifications of first add staff and provide an example of an injury/accident report.</p> <p>Maximum Points = 5</p>	
	<p><b>C.4</b> Contractor must provide Tennessee Tech with a roster of camp instructors proposed for the camp two (2) weeks prior to the beginning of each camp. This staff roster is to include names of staff, designates positions such as Head Camp Instructor and Head Camp Manager, designates staff member’s gender, and if they are a first-year or veteran instructor.</p> <p>Provide a narrative response regarding number of available instructors and the qualifications, training and experience required to be an instructor for camps such as Tennessee Tech’s.</p> <p>Maximum Points = 4</p>	
	<p><b>C.5</b> Contractor’s Head Instructors are to be listed on the roster provided to Tennessee Tech two weeks prior to the beginning of each camp session. Head Instructors must have a minimum of two (2) years’ instructional experience before he/she can become a Head Instructor. Describe your capabilities relative to this requirement.</p> <p>Maximum Points = 4</p>	
	<p><b>C.6</b> Contractor to conduct camps on the Tennessee Tech campus for five (5) weeks during the summers of 2026 through 2030. Please propose a 2026 schedule. Note: Actual camp dates will be as mutually agreed by Contractor and Tennessee Tech.</p> <p>Maximum Points = 3</p>	
	<p><b>C.7</b> Contractor to provide advisors/coaches with an updated advisor/coach manual and a free membership in the American Association of Cheerleading and Advisors, which includes one million dollars (\$1,000,000) in liability insurance secondary to any insurance policy provided to them by their school. Describe your program offering with regard to these areas.</p> <p>Maximum Points = 2</p>	
	<p><b>C.8</b> Contractor is to provide Tennessee Tech’s Cheer Office with the following information by February 1 of each year:</p>	

	<ul style="list-style-type: none"> <li>• Participant and Adult Waiver Release Form;</li> <li>• General Camp Program and Camp Theme Information</li> <li>• Tentative Camp Schedules</li> <li>• All Star Program Information</li> <li>• What to Bring to Camp</li> <li>• ACCA Coaches Program Information</li> </ul> <p>Provide a sample 4-day camp schedule as specified of what Tennessee Tech could expect from Proposer's camp operations.</p> <p>*A sample of a typical 4-day camp schedule (per day), including camper and coach instruction time, breaks, lunch and other events. The actual schedule will be confirmed with head cheerleader the day before the camp actually starts each week of camp.</p> <p>Maximum Points = 2</p>	
<b>Maximum Section C Score: 40</b>		

<b>COST PROPOSAL &amp; SCORING GUIDE</b>					
<b>NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as shown.</b>					
<b>PROPOSER NAME:</b>					
<b>SIGNATURE &amp; DATE:</b>					
<i>Note: The signatory must be an individual or company officer empowered to contractually bind the Proposer.</i>					
<b>COST PROPOSAL SCHEDULE</b>					
<p><i>Specify the proposed cost to provide the services as outlined in the RFP. Prices are to be stated as a monthly fixed fee for the term of the contract. Cost proposals will be evaluated based on the total cost for a 5-year term. Cost of additional services proposed, if any, will not be considered in the evaluation. Cost proposal shall be valid for a period of at least one-hundred-twenty (120) days to allow for sufficient time to evaluate proposals and issue a contract. All amounts are to be stated in U.S. currency.</i></p>					
Cost Item Description	Year 1	Year 2	Year 3	Year 4	Year 5
Mascot Trainer (Cost per trainer – to be provided for one week only)					
First Aid Provider (Cost per person – to be provided for all camp weeks)					
Rate per Camp Participant					
Rate per Paying Advisor/Coach					
<p><b>The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.</b></p> <p style="text-align: center;"> <u>Lowest Evaluation Cost Amount</u>  <u>Evaluation Cost Being Evaluated</u>      <b>X 30 = Cost Proposal Score</b> </p> <p>Please provide a separate cost attachment to list any proposed services that are in addition to those specified. These costs will not be considered in the evaluation but may be included in the resulting contract, at Tennessee Tech's discretion.</p>					

PROPOSAL SCORE SUMMARY MATRIX

RFP Coordinator		Date				
<b>QUALIFICATIONS &amp; EXPERIENCE</b> Max Points Percentage: 30	<b>PROPOSER NAME</b>	<b>PROPOSER NAME</b>	<b>PROPOSER NAME</b>	<b>PROPOSER NAME</b>	<b>PROPOSER NAME</b>	<b>PROPOSER NAME</b>
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>	
<b>TECHNICAL APPROACH</b> Max Points Percentage: 40						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>	
<b>COST PROPOSAL</b> Max Points Percentage: 30	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	
<b>PROPOSAL SCORE</b> Maximum Points: 100	<b>TOTAL SCORE:</b>		<b>TOTAL SCORE:</b>		<b>TOTAL SCORE:</b>	



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

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