



TENNESSEE TECH UNIVERSITY

REQUEST FOR PROPOSAL

STUDENT RECRUITMENT MARKETING & COMMUNICATION SOLUTION

Proposal Due Date/Time	6/4/2025
	3:00pm CT

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

TABLE OF CONTENTS

SECTION

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

RFP ATTACHMENTS:

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

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 & Human Sciences, College of Engineering, College of Fine Arts, College of Graduate Studies, Whitson-Hester School of Nursing, and the College of Interdisciplinary Studies. Tennessee Tech also offers the PhD in education, engineering, and environmental science and maintains three Centers of Excellence, including the Center for Energy Systems Research, the Center for Manufacturing Research and the Center for the Management, Utilization and Protection of Water Resources. The Appalachian Center for Craft, a Tennessee Tech satellite campus and an academic program offered through the College of Education, is a nationally accredited School of Art, Craft and Design, offering a Bachelor of Fine Arts degree with concentrations in clay, fibers, glass, metals and woods. Tennessee Tech has consistently achieved high rankings for academic excellence and affordability.

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

1.2 Statement of Purpose, Scope of Services

The division of Enrollment & Communication at Tennessee Tech seeks a partnership with a qualified Contractor to provide a comprehensive student recruitment marketing and communication Solution that leverages the synergy between institutional data and prospective student behavior in order to meet enrollment goals in accordance to the Strategic Plan.

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

Through this RFP, Tennessee Tech seeks to procure necessary goods and/or services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are small, minority, women, disabled and service-disabled veteran owned, the opportunity to do business with Tennessee Tech. Proposers must complete the Contractor Requirements Form (See Attachment 6.1 for form and classification definitions). In addition, all small, minority, women, disabled and service-disabled veteran owned businesses are strongly encouraged to register with the 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.

The ideal Solution will incorporate a combination of search consulting and annual name purchase of at least 60,000 (sophomore, junior, and senior names), demonstrable predictive data analysis, custom enrollment modeling (built on factors unique to Tennessee Tech) and will be execute through a scalable, responsive, and optimized multi-channel strategy that incorporates a complete communication plan (initial engagement to enrollment) through innovative use of IP targeting, email and online advertising; re-targeted marketing; user behavior driven web content and design combined with tracking of web activity that feeds individual student engagement data that integrates into the university's existing Slate CRM system; creative work on email and print marketing and communication also optional. Solution must secure FTP transfer of data to Tennessee Tech's existing Slate CRM. Regarding this solution, advertising placement is optional and subject to Tennessee Tech's existing marketing agency of record contract. Proposer should itemize costs for each offered service listed in this RFP and Proposer also has the option to quote a comprehensive solution, (see Cost Proposal & Scoring Guide, Attachment 6.6). Tennessee Tech seeks to implement the new solution for the 2026 recruiting season. Winning Proposer must be prepared to begin implementation immediately upon contract execution.

1.3 ProForma Contract

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

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

- Contractor Responsibilities in Section D; and,
- General Terms and Conditions in Section E.

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

1.4 Coverage and Participation

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

1.5 Nondiscrimination

No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by federal or Tennessee constitutional or state laws shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.

Tennessee Tech has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations.

Greg Holt
Compliance Officer
Box 5037
Cookeville, TN 38505
gholt@tntech.edu

Phone: 931-372-6062

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 number that must be referenced in all communications regarding the RFP: **RFP – Student Recruitment Marketing & Communication Solution**

- 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 in this RFP, and RFP Amendment, or any other communication relating to this RFP is for informational purposes only. Tennessee Tech will make reasonable efforts to ensure the accuracy of such data or information; however, it is the Proposer's obligation to independently verify any data or information provided by Tennessee Tech. Tennessee Tech expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Proposers.
- 1.8 Proposal Deadline**
- Proposals must be submitted no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A Proposal must respond to the written RFP and any RFP exhibits, attachments, or amendments. A late Proposal shall not be accepted, and a Proposer's failure to submit a Proposal before the deadline shall cause the Proposal to be disqualified. It is the responsibility of the Proposer to ascertain any additional requirements with respect to packaging and delivery to Tennessee Tech. Proposers should be mindful of any potential delays whether foreseeable or unforeseeable.
- 1.9 Written Questions/Answer Period**
- A question and answer period deadline is defined in the RFP Section 2, Schedule of Events. The purpose of the written question/answer period is to allow Proposers to submit any questions they may

have regarding the scope of goods and/or services requested. To ensure accurate, consistent responses to all known potential Proposers, Tennessee Tech will issue its official response to questions as described in RFP Sections 1.7, *et seq.*, above and on the date specified in the RFP Section 2, Schedule of Events.

2 RFP SCHEDULE OF EVENTS

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

RFP SCHEDULE OF EVENTS		
NOTICE: Tennessee Tech reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Tennessee Tech will attempt to communicate any adjustment to the Schedule of Events via internet posting. See RFP Section 1.7.8.		
EVENT	TIME	DATE (all dates are Tennessee Tech business days)
1. Tennessee Tech Issues RFP		May 1, 2025
2. Disability Accommodation Request Deadline	4:30pm	May 15, 2025
3. Written Questions/Comments Deadline	Noon	May 15, 2025
4. Tennessee Tech Responds to Written Questions/Comments	4:30pm	May 21, 2025
5. Proposal Deadline and Opening	3:00pm	June 4, 2025
6. Technical Presentation by Proposers (if required)		June 23 – June 27, 2025
7. Tennessee Tech Finalizes Technical Evaluation Scores		June 30, 2025
8. Tennessee Tech Opens Cost Proposals and Calculates Scores		July 7, 2025
9. Tennessee Tech Issues Intent to Award Letter and Opens RFP Files for Public Inspection		July 11, 2025
10. Award of Contract		July 18, 2025
11. Contract Effective Date		August 1, 2025

3 PROPOSAL REQUIREMENTS

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

3.1 Proposal Form and Delivery

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

3.1.2 Each Proposer must submit one (1) original hardcopy 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 – Student Recruitment Marketing & Communication Solution - Do Not Open”

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

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

“Cost Proposal in Response to RFP – Student Recruitment Marketing & Communication Solution - Do Not Open”

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

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

“Contains Separately Sealed Technical and Cost Proposals for RFP – Student Recruitment Marketing & Communication Solution”

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

Purchasing and Contracts Office
Tennessee Technological University
Campus Box 5144
Derryberry Hall
Suite 301
1 William L. Jones Drive
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 PROPOSAL OR PRICING INFORMATION SHALL BE INCLUDED IN THE TECHNICAL PROPOSAL. THIS INCLUDES REFERENCES TO ITEMS THAT ARE INCLUDED “FREE” OR “AT NO ADDITIONAL COST”, ETC. INCLUSION OF COST OR PRICING INFORMATION IN THE TECHNICAL PROPOSAL MAY MAKE THE PROPOSAL NON-RESPONSIVE, AND TENNESSEE TECH MAY REJECT IT, AT ITS SOLE DISCRETION.

- 3.2.2 Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Proposer 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 Proposal should be concisely prepared, with emphasis on completeness and clarity of content. A Proposal, as well as any reference material presented, must be written in English on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible). All Proposal pages must be numbered.
- 3.2.4 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.
- 3.2.5 Tennessee Tech may, at its sole discretion, determine a Proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference sections of the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide.
- 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 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 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 at any time. If an RFP amendment is issued, Tennessee Tech will communicate such amendment via Internet posting at <https://www.tntech.edu/purchasing/bidopportunities.php>. Proposal must respond to the final written RFP, including any exhibits, attachments, and amendments.

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

4.3 Proposal Prohibitions and Right of Rejection

4.3.1 Tennessee Tech reserves the right, at its sole discretion, to reject any and all Proposals in accordance with applicable laws and regulations.

4.3.2 Each Proposal must comply with all of the terms of this RFP and all applicable state laws and regulations. Tennessee Tech may consider any Proposal that does not comply with all of the terms, conditions, and requirements of this RFP to be non-responsive and reject it.

4.3.3 A Proposal of alternate goods and/or goods and/or services (*i.e.*, a Proposal that offers goods and/or services different from those requested by this RFP) shall be considered non-responsive and rejected.

4.3.4 A Proposer may not restrict the rights of Tennessee Tech or otherwise qualify a Proposal. Tennessee Tech may determine such a Proposal to be a non-responsive counteroffer, and the Proposal may be rejected.

4.3.5 A Proposer shall not submit multiple proposals in different capacities. This prohibited action 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 Intellectual Property. Contractor agrees that Tennessee Tech will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and Tennessee Tech acknowledge and agree that the Contractor's work under this Contract shall belong to Tennessee Tech as "work-made-for-hire" (as such term is defined in U.S. Copyright Law). To the extent Contractor's work is not deemed to constitute "work-made-for-hire," Contractor hereby assigns and transfers to Tennessee Tech all of Contractor's right, title and interest in and to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract.
- 4.6 Proposal of Additional Goods and/or Services. If a Proposer offers related goods and/or services in addition to those required by and described in this RFP, Tennessee Tech, at its sole discretion, may add the additional goods and/or services to the Contract before Contract signing. Proposers must provide a detailed description of each related product and/or service offered in addition to those specified in this RFP to be considered for inclusion in the contract as a separate attachment. Costs associated with additional related goods and/or services must be provided on a separate attachment in the Cost Proposal. Tennessee Tech will not use proposed additional goods and/or services in Proposal evaluation.
- 4.7 **Assignment & Subcontracting**
For data security risk management purposes, the Contractor may not subcontract any portion of the Contract awarded as a result of this RFP. Contractor may not assign the Contract without the prior written approval of Tennessee Tech.
- 4.8 **Right to Refuse Personnel**
Tennessee Tech, at its sole discretion and notwithstanding any prior approval, reserves the right to refuse any personnel, of the prime contractor or a subcontractor providing goods and/or services. Tennessee Tech will document in writing the reason(s) for any rejection of personnel.
- 4.9 **Insurance**
- 4.9.1 During the course of the Contract, the Contractor will maintain, at its own expense, insurance in form and substance acceptable to Tennessee Tech. The Contractor shall be required to provide acceptable proof of insurance naming Tennessee Tech as additional insured prior to execution of Contract. The Contractor shall provide current proof of insurance to Tennessee Tech upon request. Contractor's failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the Contract negotiations and/or Contract.
- 4.9.2 The Contractor agrees that the required insurance provided hereunder shall be primary over any insurance of Tennessee Tech and that the Contractor's interests are not covered whatsoever by Tennessee Tech. The Tennessee Claims Commission has exclusive jurisdiction over claims against Tennessee Tech.
- 4.9.3 The enumeration in the Contract or in this document of the kinds and amounts of insurance shall not abridge, diminish or affect the Contractor's legal responsibilities for the consequences of accidents arising out of or resulting from the Contractor's services under this Contract.
- 4.10 **Department of Revenue Registration**

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

- 4.11** Financial Stability. Prior to award of a Contract, Tennessee Tech may require a Proposer to provide information to demonstrate financial stability and capability.
- 4.12** Proposal Withdrawal. A Proposer may withdraw or amend a Proposal before the submission deadline. After Proposal submission deadline, a Proposer will be permitted to withdraw a Proposal only where the enforcement of the Proposal would impose unconscionable hardship on the Proposer. Proposer must submit a written request to the Purchasing and Contracts Office to request withdrawal of a Proposal after submission deadline.
- 4.13** Proposal Errors and Amendments. At the option of Tennessee Tech, a Proposer may be bound by all Proposal errors or omissions. A Proposer will not be allowed to alter or amend Proposal documents after the submission deadline.
- 4.14** Proposal Preparation Costs. The Proposer is responsible for all costs associated with the preparation, submittal, or presentation of any Proposal.
- 4.15** Continued Validity of Proposals. Proposals shall state that the offer contained therein is valid for a minimum of one-hundred twenty (120) days from the date of opening. This assures that Proposers' offers are valid for a period of time sufficient for thorough consideration. Proposals which do not so state will be presumed valid for one-hundred twenty (120) days from the date of the Cost Proposal opening.
- 4.16** **Disclosure of Proposal Contents**
- 4.16.1 Each Proposal and all materials submitted to Tennessee Tech in response to this RFP shall become the property of Tennessee Tech. Selection or rejection of a Proposal does not affect this right. All Proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process.
- 4.16.2 Upon the completion of the evaluation of Proposals, indicated by public release of a Letter of Intent to Award, Tennessee Tech will make the Proposals and associated materials open for review by the public in accordance with Tennessee law. **By submitting a Proposal, the Proposer acknowledges and accepts that the Proposal contents and associated documents shall become open to public inspection in accordance with said statute. Notations on Proposals requiring materials submitted be kept confidential will not be honored.**
- 4.16.3 If an RFP is re-advertised, all prior offers and/or Proposals shall remain closed to inspection by the Proposers and/or public until evaluation of the responses to the re-advertisement is complete.
- 4.17** Contract Approval. The RFP and the successful proposer selection processes do not obligate Tennessee Tech and do not create rights, interests, or claims of entitlement by either the Proposer with the apparent best-evaluated Proposal or any other Proposer. Contract award and Tennessee Tech obligations pursuant thereto shall commence only after the Contract is fully executed by the appropriate authorities.
- 4.18** Contractor Performance. The Contractor will be responsible for the delivery of all acceptable goods or the satisfactory completion of all goods and/or services set out in this RFP (including attachments) as may be amended. All goods and/or services are subject to inspection and evaluation by Tennessee Tech. Tennessee Tech will employ all reasonable means to ensure that goods delivered and/or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.
- 4.19** Contract Amendment. After contract award, Tennessee Tech may request the Contractor to deliver additional goods and/or perform additional services within the general scope of the contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, Tennessee Tech will provide the Contractor a written description of the additional goods and/or services. The Contractor must respond to Tennessee Tech with a time schedule for

delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If Tennessee Tech and the Contractor reach an agreement regarding the goods and/or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods and/or services must be signed by both Tennessee Tech and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render services until Tennessee Tech has issued a written contract amendment with all required approvals.

4.20 Severability. If any provision of this RFP is declared invalid, the surviving provisions will remain enforceable.

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

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

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

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

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

4.24 **Protest Procedures**

4.24.1 A copy of the protest procedures is available upon request.

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

5 **PROPOSAL EVALUATION & CONTRACT AWARD**

5.1 **Evaluation Categories and Maximum Points**

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

<u>CATEGORY</u>	<u>MAXIMUM POINTS POSSIBLE</u>
Qualifications and Experience	15
Technical Approach	60
Cost Proposal	25

- 5.2** Evaluation Process. The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Proposer offering the lowest cost, but rather to the responsive and responsible Proposer deemed by Tennessee Tech to offer the best combination of attributes based upon the evaluation criteria. “Responsive Proposer” is defined as a Proposer that has submitted a response that conforms in all material respects to the RFP. “Responsible Proposer” is defined as a Proposer that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.
- 5.2.1** **Technical Proposal Evaluation**
- 5.2.1.1 The RFP Coordinator will use the Technical Proposal and Evaluation Guide to manage the Technical Proposal evaluation and maintain evaluation records.
- 5.2.1.2 The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.5, Technical Proposal and Evaluation Guide, Technical Proposal Section A). If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Chief Procurement Officer will review the proposal and document its determination of whether: (1) the proposal meets requirements for further evaluation; (2) Tennessee Tech will request clarifications or corrections; or, (3) the university will determine the proposal non-responsive to the RFP and reject it. A determination that a proposal is non-responsive must be approved by the Chief Business Officer before notice may be sent out that the proposal has been rejected.
- 5.2.1.3 A Proposal Evaluation Team, appropriate to the scope and nature of the RFP, and consisting of three (3) or more Tennessee Tech employees, will evaluate each Technical Proposal that appears responsive to the RFP.
- 5.2.1.4 Each Proposal Evaluation Team member will independently, evaluate each proposal against the evaluation criteria in this RFP, rather than against other proposals, and will score each in accordance with the RFP Attachment 6.5, Technical Proposal and Evaluation Guide.
- 5.2.1.5 During the Technical Proposal evaluation, Tennessee Tech may identify approximately 3-5 finalists, who will continue through the remaining phases of the process. Cost Proposals from Proposers not considered finalists will not be opened or considered for award.
- 5.2.1.6 Tennessee Tech reserves the right, at its sole discretion, to request Proposer’s clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the Proposal identified by Tennessee Tech. The Proposer shall submit its resulting clarification to Tennessee Tech in the format specified in the clarification request.
- 5.2.2** **Finalist Presentations**
- During the Technical Proposal evaluation process, and in Tennessee Tech’s sole discretion, the evaluation committee may require each finalist to make a presentation of its Technical Proposal. The presentation will enable the Proposers to present their Technical Proposal and field questions from the evaluators. Presentations will be part of the final Technical Proposal score. No Cost Proposal information is to be discussed during the presentation.
- 5.2.3 Cost Proposal Evaluation. After the Technical Proposal evaluation is completed, the RFP Coordinator will open the Cost Proposals and use the RFP Cost Proposal and Scoring Guide to calculate and document the Cost Proposal scores.
- 5.2.4 Total Proposal Score. The RFP Coordinator will calculate the sum of the Technical Proposal scores and the Cost Proposal scores to yield the best-evaluated Proposal.

5.3 Contract Award Process

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

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

- 5.3.2 After the appropriate official's determination, Tennessee Tech will issue an Intent to Award to identify the apparent best-evaluated proposal 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.

CONTRACTOR REQUIREMENTS FORM

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



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

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

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

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

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

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

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

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

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

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

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

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

This Contract, by and between Tennessee Technological University hereinafter referred to as “Tennessee Tech” and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the “Contractor,” is for the provision of Student Recruitment Marketing and Communication Services, as further defined in the "SCOPE OF GOODS AND/OR 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 GOODS AND/OR SERVICES:

The Contractor shall provide a multi-option or itemized student recruitment marketing and communication Solution (“Solution”) that leverages the synergy between institutional data and prospective student behavior in order to meet enrollment goals in accordance with Tennessee Tech’s Strategic Plan.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on August 1, 2025, and five (5) years thereafter. Tennessee Tech shall have no obligation for goods and/or services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the Maximum Liability of Tennessee Tech under this Contract exceed [AMOUNT] [(\$AMOUNT)]. The Maximum Liability represents the maximum available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless Tennessee Tech requests services and the Contractor performs the services in accordance with the Contract requirements. The Maximum Liability is firm for the duration of the Contract unless the Contract is amended.
- C.2. The Service Rates are listed in Attachment A (Cost Schedule) and include, but are not limited to, applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor. The Service Rates are firm for the Contract Term and are not subject to escalation for any reason unless this Contract is amended
- C.3. Travel Compensation. If applicable, and only with prior approval of Tennessee Tech for Contract-related travel, compensation to the Contractor for travel, meals and/or lodging in connection to work performed under this Contract shall be in the amount of actual cost to the Contractor, subject to the maximum amounts and limitations specified in Tennessee Tech travel policies, as they may be amended from time to time.

- C.4. Invoices. The Contractor shall submit invoices, in form and substance acceptable to Tennessee Tech with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated. Invoices shall provide sufficient detail to allow Tennessee Tech to reconcile all payments against the Cost Schedule.
- C.5. Payment Method. The Contractor agrees that Tennessee Tech shall issue payment for all goods and/or services under this Agreement via the method agreed upon by the Contractor and Tennessee Tech. All payments.
- 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 Tennessee Tech, determines 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. GENERAL TERMS AND CONDITIONS:
- E.1. Authorized Signatories and Counterparts. Tennessee Tech is not bound by this Contract until it is executed by Tennessee Tech's authorized official(s). If applicable, Contractor represents s/he is authorized to enter into this Contract on behalf of the entity named in the Contract. The parties agree that the Contract may be executed in counterparts, signed electronically and transmitted electronically.
- E.2. Modification and Amendment. This Contract may be modified only through a written amendment executed by the parties.
- E.3. Termination for Convenience. Tennessee Tech may terminate this Contract without cause for any reason. By providing the Contractor at least sixty (60) days' written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall Tennessee Tech be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Termination for Cause. If the Contractor fails to perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any term of this Contract, Tennessee Tech shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed goods and/or services; provided, however, Tennessee Tech 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 and agrees to pay Tennessee Tech's attorney fees to enforce the Contract terms.
- E.5. Assignment / Subcontracting. The Contractor shall not subcontract for any of the services performed under this Contract. Contractor may not assign this Contract without the prior written consent of Tennessee Tech.

- E.6. Conflicts of Interest. The Contractor agrees that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor.
- E.7. Nondiscrimination. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by federal or Tennessee constitutional or state laws shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
- E.8. Monitoring. The State of Tennessee and Tennessee Tech shall be entitled to monitor this Contract to the extent allowed by T.C.A. § 12-3-602, and Contractor shall maintain books and records related to this Contract for five (5) years from the date of final payment.
- E.9. Strict Performance. Either party's failure to insist in any one or more cases upon the strict performance of any term, covenant, condition, or provision of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision.
- E.10. If any provision of this Contract is held invalid, the surviving provisions will remain enforceable.
- E.11. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that the parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual goods and/or services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- E.12. Tennessee Tech Liability. Tennessee Tech shall have no liability except as specifically provided in this Contract. Contractor agrees that the Tennessee Claims Commission shall have exclusive jurisdiction to resolve disputes related to this Contract.
- E.13. Insurance. The Contractor shall maintain a commercial general liability policy, which shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of \$1,000,000 per occurrence, \$3,000,000 in the aggregate and which shall name Tennessee Tech 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. Contractor shall also provide evidence of sufficient Cyber Insurance - See Attachment D.
- E.14. Force Majeure. Should an event (e.g., war, act of God, riot, natural disaster, etc.) beyond a party's reasonable control occur, that party will be excused from performing its obligations under this contract, provided the following provisions are met: (1) The affected party must promptly notify the other party of the occurrence of the event, its effect on performance, and how long that party expects it to last, and (2) the affected party shall update that information as reasonably necessary and use reasonable efforts to limit damage to the other party and to resume its performance under this agreement.
- E.15. Governing Law. This Contract shall be governed by the laws of the State of Tennessee without regard to its choice of law principles. Contractor shall comply with all applicable federal, state, and local laws and regulations and applicable Tennessee Tech policies and procedures.
- E.16. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E.17. Communications and Contacts.

Tennessee Tech:

Ms. Bobbie Maynard, Associate Vice President
Communications & Marketing
Tennessee Tech University
Campus Box 5104
Cookeville, TN 38505
(931) 372-6525
bmaynard@tntech.edu

With a copy to:

Donna Wallis, Director of Purchasing & Contracts
Tennessee Tech University
Purchasing and Contracts Office
Campus Box 5144
Derryberry Hall, Suite 301
1 William L. Jones Drive
Cookeville, TN 38505
(931) 372-3492
dwallis@tntech.edu

The Contractor:

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

All instructions, notices, consents, demands, or other communications shall be sent in a manner that verifies proof of delivery.

- E.18. Subject to Funds Availability. Pursuant to T.C.A. § 12-3-305(c)(2), Tennessee Tech may cancel this Contract at the end of any fiscal year without notice, in the event that funds to support this Contract become unavailable.
- E.19. Breach. A party shall be deemed to have breached the Contract if any of the following occurs. This list is not exclusive.
- failure to perform in accordance with any term or provision of the Contract;
 - partial performance of any term or provision of the Contract;
 - any act prohibited or restricted by the Contract, or
 - violation of any warranty
- E.20. Intellectual Property. Contractor agrees that Tennessee Tech will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and Tennessee Tech acknowledge and agree that the Contractor's work under this Contract shall belong to Tennessee Tech as "work-made-for-hire" (as such term is defined in U.S. Copyright Law). To the extent Contractor's work is not deemed to constitute "work-made-for-hire," Contractor hereby assigns and transfers to Tennessee Tech all of Contractor's right, title and interest in and to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract.
- E.21. Competitive Procurements. If this Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, and/or services, such procurements shall be made on a competitive basis, when practical.

E.22. Inventory/Equipment Control. No equipment shall be purchased under this Contract.

E.23. Contract Documents. Included in this Contract by reference are the following documents:

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

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

E.24. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with Tennessee Tech hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's goods and/or services are endorsed.

E.25. 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.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 offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

E.27. Prohibition on Hiring Illegal Immigrants. Pursuant to T.C.A. § 12-3-309(b), Contractor attests that the Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract.

E.28. Sales and Use Tax. Contractor certifies that the Contractor has either registered with the State of Tennessee's Department of Revenue for or does not make sales of goods or services that are subject to the collection of Tennessee sales and use tax, as required by T.C.A. § 12-3-306, and will provide proof of compliance upon request.

E.29. Data Privacy and Security.
See Data Privacy and Security Terms and Conditions (Attachment C.)

E.30. Service and Software Accessibility Standards. If applicable to this Contract, the Contractor warrants and represents that the service and software, including any updates, provided to Tennessee Tech will meet

the accessibility standards set forth in WCAG 2.1 AA (also known as ISO standard, ISO/IEC 40500:2012), EPub 3 and Section 508 of the Vocational Rehabilitation Act. The Contractor shall indemnify and hold Tennessee Tech harmless in the event of claims arising from inaccessibility related to the Contractor's product and/or services.

- E.31. NCAA Requirements. Contractor agrees, as applicable, to comply with relevant National Collegiate Athletic Association (NCAA) legislation, interpretations and policies, located on the [NCAA website](#) and as amended from time to time, on the use of a student-athlete's name or likeness. This duty to comply includes, but is not limited to, the requirements found in the relevant NCAA Division Manual, such as NCAA Rule 12.5.2 "Use of Student Athlete Name or Likeness." Contractor further agrees to immediately report any real or suspected violation of the NCAA legislation, interpretations, and/or policies to Amanda Thatcher, at AMiller@tntech.edu.
- E.32. Iran Divestment Act. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief, neither it nor any of its subcontractors, if applicable, is on the Iran Divestment Act (T.C.A. §§ 12-12-101 et seq.) list of entities or persons ineligible to contract with the State of Tennessee.
- E.33. Click-Wrap Agreements. If applicable to this Contract, the Contractor agrees that click-wrap agreements shall not be binding upon Tennessee Tech. No employee has the actual or apparent authority to enter into click-wrap agreements on behalf of Tennessee Tech without the approval of Tennessee Tech's Purchasing and Contracts Office. No employee has the authority to modify, amend, or supplement this Agreement through a click-wrap agreement. This Agreement can only be modified, amended, or supplemented under these terms through a written amendment in accordance with Tennessee Tech's policies and procedures.
- E.34. Extension to Other Entities. Contractor may extend the terms, conditions and pricing to other State entities/institutions. Such extension will be through separate contract between the entity and the Contractor.
- E.35. 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 T.C.A. §12-4-119.

IN WITNESS WHEREOF:

[CONTRACTOR LEGAL ENTITY NAME]:

[NAME AND TITLE]

Date

TENNESSEE TECH:

Philip B. Oldham, President

Date

ATTACHMENT C

DATA PRIVACY AND SECURITY TERMS AND CONDITIONS

I. Data Privacy:

a) Definition of Personal Information.

For the purposes of this section, "Personal Information" means information provided to Contractor by or at the direction of University, or to which access was provided to Contractor by or at the direction of 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. Where applicable, "Personal Information" may also mean any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

b) Protection of Personal Information.

i) Personal Information Protected by HIPAA.

To the extent required by federal law, the Parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as "HIPAA Requirements." The Parties agree not to use or further disclose any Protected Health Information or Individually Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement.

ii) Personal Information Protected by FERPA.

Contractor agrees that to the extent it receives any personally identifiable information or information that could lead to personally identifiable information about students, Contractor will protect the privacy of all student education records to the full extent required of University under the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99).

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

iii) Personal Information Protected by GLBA, FTC Red Flags Rule, and Other Privacy Laws.

Contractor agrees to implement and maintain a written comprehensive information security program containing administrative, technical and physical safeguards for the security and protection of applicable Personal Information in compliance with the Gramm-Leach-Bliley Act ("GLBA") (15 U.S.C. § 6801; 16 CFR Part

314) and the Federal Trade Commission's Red Flags Rule (15 U.S.C. § 1681; 16 CFR Part 681). Upon University's request, Contractor shall provide evidence that is satisfactory to University of its information security program.

iv. Personal Information Protected by the GDPR.

- 1) Tennessee Tech collects the information Contractor provides to it for the purpose fulfilling its obligations under this contract. Tennessee Tech will share the information Contractor provides only to the extent required by law.

Tennessee Tech will store Contractor's personal data consistent with its policies on document retention, which can be accessed through this link: <https://www.tntech.edu/policies/>.

If Contractor is a resident of the European Economic Area ("EEA") and has standing under the General Data Protection Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016, Contractor may have the right (i) to request from Tennessee Tech access to and rectification or erasure of personal data or restriction of processing; (ii) to object to processing; (iii) to data portability and (iv) to lodge a complaint with a supervisory authority in the EEA.

By providing personal data to Tennessee Tech, Contractor consents to the processing of your data for the purposes described above.

- 2) See attached GDPR Data Protection Addendum for additional GDPR requirements, if applicable.

c) Return of Personal Information.

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

d) PCI-DSS.

The Contractor agrees to comply with the provisions outlined in the Payment Card Industry Data Security Standard (PCI DSS) and adhere to the merchant level vulnerability testing.

II. Data Security.

Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information complies with all applicable federal and state privacy and data protection laws. Contractor represents and warrants that Contractor will use the Personal Information only for the purposes authorized by this Agreement and will not sell or share the Personal Information with any other person or entity.

a) SOCII / SOCIII / SSAE 18.

1) Data Security Controls

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

2) Reporting on Data Security Controls

At University's request, Contractor will provide assurances to University that are acceptable to University related to Contractor's organization controls surrounding all systems and data related to this Agreement. Such

assurances may include, but are not limited to, SSAE-16 or -18 SOC Type I, II, or III reports or any other reports in a form requested by University or required by applicable data protection laws.

b) Security Incident Response.

1) Definition

"Security Incident" means any breach or reasonably suspected breach of information system(s), including but not limited to unauthorized access to any system, server or database, or any other unauthorized access, use, or disclosure of information occurring on system(s) under Contractor's control.

2) Contractor's Responsibilities

a. Contractor shall:

- (i) Provide University with the name and contact information for an employee of Contractor who shall serve as University's primary security contact and shall be available to assist University twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Incident;
- (ii) Notify University of a Security Incident as soon as practicable, but no later than forty-eight (48) hours after Contractor becomes aware of it, except where disclosure is prohibited by law;
- (iii) Notify University of any such Security Incident by email to ociso@tnitech.edu with a copy by email to Contractor's primary University business contact;
- (iv) Use best efforts to immediately mitigate or resolve any Security Incident, at Contractor's expense and in accordance with applicable privacy rights, laws, regulations and standards; and
- (v) Take any and all such actions that a prudent Contractor would take in light of the circumstances and severity of the Security Incident.

c) Liability for Costs Related to a Security Incident

Contractor shall reimburse University for damages and actual costs incurred by 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.

d) Cyber Insurance.

Contractor shall carry error & omissions and cyber liability insurance in an amount not less than \$2,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, in an amount not less than \$2,000,000 and payable whether incurred by University or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for University or on behalf of University hereunder.

PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES

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

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

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

SIGNATURE & DATE: _____

CONTRACT SCOPE DESCRIPTION

Enrollment & Communication, Communications & Marketing, and the Office of Admissions at Tennessee Tech seek a partnership to provide a comprehensive Student Recruitment Marketing and Communication Solution that leverages the synergy between institutional data and prospective student behavior in order to meet enrollment goals in accordance in the Strategic Plan.

Data analysis, contact acquisition, predictive modeling, communication strategy, development and campaign deployment are to be provided and managed by the Contractor. The Solution shall be capable of engaging prospective students based on their behavior and informational needs/interests.

The ideal Solution will:

- incorporate search consulting and annual name purchase of at least 60,000 (sophomore, junior, and senior) names;
- incorporate demonstrable predictive data analysis;
- incorporate custom enrollment modeling (built on factors unique to Tennessee Tech);
- be executed through a scalable, responsive, and optimized multi-channel strategy that incorporates a complete communication plan (initial engagement to enrollment);
- make use of innovative IP targeting, email and online advertising;
- use re-targeted marketing;
- utilize user behavior driven web content and design combined with tracking of web activity that feeds individual student engagement data into the CRM system;
- provide email and print marketing and communication;
- provide secure FTP transfer of data to Tennessee Tech's CRM.

Tennessee Tech seeks to implement the new Solution for the 2026 recruiting season. Contractor must be prepared to complete implementation immediately upon Contract execution.

Please see Attachment 6.5 for additional information regarding Solution requirements and specifications.

****Proposer must initial here to confirm that the above requirements have been read and understood, and**

that Proposer's response addresses all requirements and meets specifications: _____

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A

**PROPOSER
NAME:**

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

- The Proposer must deliver its Proposal to and the Proposal must be received by the Purchasing and Contracts Office of Tennessee Tech no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.
- The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., *et. seq.*).
- The Technical Proposal must NOT contain cost or pricing information of any type.
- The Technical Proposal must NOT contain any restrictions of the rights of the State/Tennessee Tech or other qualification of the Proposal.
- A Proposer must NOT submit alternate Proposals.
- A Proposer must NOT submit multiple Proposals in different forms (as a prime and a sub-contractor).

Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail (Tenn Tech use only)
	A.1.	Provide the Proposal Transmittal and Statement of Certifications and Assurances (RFP Attachment 6.3.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee or Tennessee Tech) and, if so, the nature of that conflict. Determination of conflict of interest shall be solely within the discretion of Tennessee Tech, and Tennessee Tech reserves the right to cancel any award.	
	A.3.	Provide a copy of a current certificate of liability insurance and cyber insurance. If Proposer's current limits/coverages do not meet Tennessee Tech's requirements, the successful Proposer will be required to submit a valid, current certificate of insurance that meets the requirements prior to Contract award.	
	A.4.	Proposer shall provide a completed Voluntary Product Accessibility Template or other documentation as required to demonstrate that the Solution conforms with the requirements of federal law related to accessibility for users with disabilities.	
	A.5.	Data Security Requirements: Proposer is to affirm by its response to this section that it complies with applicable Standards for Attestation Engagement (SSAE)-16 or -18 Service Organization Control (SOC) Type	

		<p>I, II, or III standards and will undertake any audits and risk assessments deemed necessary to maintain such compliance.</p> <p>In addition, prior to award, the successful Proposer will be required to submit an SOC Report or an ISO 27001 Information Security Assessment Report to demonstrate its compliance. If Proposer does not have either of these reports, Proposer must complete a Higher Education Cloud Vendor Assessment Tool, which will be provided upon request.</p> <p>Proposers are not to include reports with their Proposal response. Data security reports are to be submitted only upon request. Reports are to be submitted in paper form only and mailed directly to Tennessee Tech's Chief Information Security Officer. Reports will be returned to Proposer following review by the CISO to confirm Proposer's conformity to data security requirements.</p>	
	A.6	We require that the solution provide single sign-on (SSO) capability via secure application programming interfaces (APIs) and protocols (e.g., SAML) to help prevent unauthorized access and data breaches. Please describe your SSO capability.	
	A.7	We require role-based access control (RBAC) capabilities and functionality and the ability to potentially customize a Data Processing Agreement/Data Privacy Agreement (DPA). Please describe.	

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B		
PROPOSER NAME:		
SECTION B — QUALIFICATIONS & EXPERIENCE		
<p>The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).</p> <p>A Proposal Evaluation Team, made up of three or more Tennessee Tech employees, will independently evaluate and score the Proposal's "qualifications and experience" responses.</p>		
Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items	
	B.1. Describe the Proposer's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, email address and telephone number of the person Tennessee Tech should contact regarding the Proposal.	
	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 (if applicable) have been convicted of, pled guilty to, or pled <i>nolo contendere</i> 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 statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFP.	
	B.7. Provide a brief, descriptive statement indicating the Proposer's credentials to deliver the requested goods and/or services.	
	B.8. Provide three (3) higher education client references. Include the following information regarding these clients: <ul style="list-style-type: none"> the company name and business address; the name, title, and email address of a company contact knowledgeable about Proposer's work; and a brief description of the service provided and the period of service. <p><i>Each evaluator will generally consider the results of reference inquiries by Tennessee Tech regarding <u>all</u> references provided (both Tennessee Tech and non-Tennessee Tech). Current or prior contracts with Tennessee Tech are not a</i></p>	

	<i>prerequisite and are not required for the maximum evaluation score possible, and the existence of such contracts with Tennessee Tech will not automatically result in the addition or deduction of evaluation points.</i>	
	B.9. List the primary members of the proposed implementation and account team that will be assigned to Tennessee Tech and the qualifications of each member.	
<i>(Maximum Section B Score = 15)</i>		

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C

**PROPOSER
NAME:**

SECTION C – TECHNICAL APPROACH. The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (with the associated item references). A Proposal Evaluation Team, made up of three or more Tennessee Tech employees, will independently evaluate and score the Proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

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

Proposal Page # (to be completed by Proposer)	Technical Approach Items	Points Awarded
	<p>C.1. Data Analysis. Provide information related to each of the requirements listed below:</p> <ul style="list-style-type: none"> a) Describe the data analysis methodology that informs contact acquisition, predictive modeling and communication strategy. b) Describe how Proposer will acquire data to perform the analysis. c) If data analysis requires review of current or past student data – can Proposer perform sufficient data analysis on files that do not contain personally identifiable student information? d) Solution must demonstrate predictive data analysis and models for various points in the enrollment process. e) Describe methodology used to determine prospective student contacts that will be acquired. f) Describe typical sources of prospective student contacts. g) Describe typical process for acquisition of contacts – example: does Contractor acquire or does Client acquire contacts. h) Describe how contacts will be shared with client. i) Provide a realistic estimate of contacts needed to achieve outcomes and include cost of acquisition in Section B. <p>Maximum Points = 8</p>	
	<p>C.2. Online Behavioral Management. Provide information related to each of the requirements listed below:</p> <ul style="list-style-type: none"> a) Describe how the Solution defines and identifies student behavior on the Client's website. b) Describe how the Solution utilizes prospective student behaviors to prescribe marketing strategy. c) Describe how the Solution provides optimal engagement across the various communication and access points utilized by prospective students. 	

	<p>d) Describe how the Solution utilizes the different platforms/communication channels to track and communicate to prospective students.</p> <p>e) Describe how the outcomes of initial efforts will be evaluated and changes made to subsequent strategy to improve results, if needed.</p> <p>Maximum Points = 8</p>	
	<p>C.3. Communications/Communication Strategy. Provide information related to each of the requirements listed below:</p> <p>a) Describe the communication plan that the Solution will develop.</p> <p>b) Describe the map of various communication channels and platforms that will be employed and provided.</p> <p>c) Describe how the various communication channels and tactics will support the described Solution strategy.</p> <p>d) Describe the decision points at which a prospect/contact will either continue through the communication plan or cease to receive communications.</p> <p>Maximum Points = 8</p>	
	<p>C.4. Communications/Web-Based Marketing Strategy. Provide information related to each of the requirements listed below:</p> <p>a) Describe the tactics that will be employed to achieve desired engagement in web-based mediums.</p> <p>b) Describe how the Solution will interface with Tennessee Tech's current web presence.</p> <p>c) Provide details of Contractor and Tennessee Tech responsibilities for building the interface.</p> <p>Maximum Points = 6</p>	
	<p>C.5. Communications/Email Communications. Provide information related to each of the requirements listed below:</p> <p>a) Describe how Solution will deploy email campaigns.</p> <p>b) Describe how system will maintain look and feel of client identify in email communications.</p> <p>c) Describe how email content will be developed.</p> <p>Maximum Points = 6</p>	
	<p>C.6. Communications/Print Communications. Provide information related to each of the requirements listed below:</p> <p>a) Describe how print collateral content will be developed.</p>	

	<p>b) Describe how print collateral will be used to support increased prospective student engagement.</p> <p>c) Will print collateral use client marketing brand standards?</p> <p>Maximum Points = 6</p>	
	<p>C.7. Slate CRM or comparable CRM Experience. Provide information related to each of the requirements listed below:</p> <p>a) Describe your experience working within Slate CRM or comparable CRM, specifically as it relates to managing records (person records, organizations, interactions, etc.) and executing messaging campaigns (emails, texts, campaigns, and workflows).</p> <p>b) Describe your familiarity with Slate CRM or comparable CRM's reporting capabilities and provide examples of how you have used them to support campaign performance analysis and decision-making.</p> <p>c) Provide an overview of your team's overall experience with Slate CRM or comparable CRM, including relevant training or certifications. Additionally, identify which team members would require access to the system and the intended level of access for each.</p> <p>Maximum Points = 6</p>	
	<p>C.8. Integration. Provide information related to each of the requirements listed below:</p> <p>a) Describe the level of integration with client student information system desired, if any.</p> <p>b) If an admission application form is included in Solution, describe how that data will be transmitted to client.</p> <p>c) Describe how data will be transmitted from Tennessee Tech to Contractor if needed.</p> <p>Maximum Points = 6</p>	
	<p>C.9. Implementation, Training, and Documentation. Tennessee Tech seeks to implement its Solution for the 2026 recruiting cycle. Contractors must be prepared to begin implementation immediately upon Contract execution.</p> <p>a) Please describe typical implementation process for your Solution/system including an estimated timeline.</p> <p>b) What Tennessee Tech personnel resources are required for timely implementation?</p> <p>c) Please provide a high-level project plan with milestones related to implementation process plan, dates to be determined with Tennessee Tech post award.</p> <p>Maximum Points = 6</p>	
SECTION C TOTAL MAXIMUM SCORE		60

COST PROPOSAL & SCORING GUIDE					
NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as shown.					
PROPOSER NAME:					
SIGNATURE & DATE:					
<i>NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer.</i>					
COST PROPOSAL SCHEDULE					
<p>The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of service including all goods and/or services as defined in the RFP for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days following the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and Tennessee Tech. All monetary amounts are United States currency.</p>					
	Year 1	Year 2	Year 3	Year 4	Year 5
"A LA CARTE" SERVICES:					
Data Analysis including initial setup, training and ongoing support (6 points max.)					
Contact Acquisition including initial setup, training and ongoing support (7 points max.)					
Predictive Modeling including initial setup, training and ongoing support (5 points max.)					
Online Behavioral Management including initial setup, training and ongoing support (2 points max.)					
Communication Strategy including initial setup, training, and ongoing support (4 points max.)					
Communication Implementation including initial setup, training, and ongoing support (1 point max.)					
OPTION TWO: COMPLETE SOLUTION					
Cost of Complete, Comprehensive Solution including Implementation, Training and Ongoing Support (25 points max.)					
<p><i>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.</i></p>					
<div style="display: flex; justify-content: space-between; align-items: center;"> <div> Lowest Evaluation Cost Amount <hr style="width: 100%;"/> Evaluation Cost Amount Being Evaluated </div> <div style="text-align: right;"> X 25 <i>(maximum section score)</i> </div> </div>		= SCORE			
<p>ADDITIONAL GOODS AND/OR SERVICES. On a separate sheet, Proposer shall list any goods and/or services that Proposer can provide within the scope of the Contract and detail the unit cost for each. Additional goods and/or services will not be considered in the evaluation; however, such additional items may be included in the Contract.</p>					

SCORE SUMMARY MATRIX

	PROPOSER NAME		PROPOSER NAME		PROPOSER NAME	
QUALIFICATIONS & EXPERIENCE (maximum: 15 points)						
<i>Evaluator 1</i>						
<i>Evaluator 2</i>						
<i>Evaluator 3</i>						
<i>Evaluator 4</i>						
<i>Evaluator 5</i>						
<i>Evaluator 6</i>						
<i>Evaluator 7</i>						
<i>Evaluator 8</i>						
	AVERAGE/ TOTAL:		AVERAGE/ TOTAL:		AVERAGE/ TOTAL:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 60 points)						
<i>Evaluator 1</i>						
<i>Evaluator 2</i>						
<i>Evaluator 3</i>						
<i>Evaluator 4</i>						
<i>Evaluator 5</i>						
<i>Evaluator 6</i>						
<i>Evaluator 7</i>						
<i>Evaluator 8</i>						
	AVERAGE/ TOTAL:		AVERAGE/ TOTAL:		AVERAGE/ TOTAL:	
COST PROPOSAL (maximum: 25 points)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100 points)						

***LISTING OF STATE UNIVERSITIES, TBR SYSTEM INSTITUTIONS,
THE UT SYSTEMS OF HIGHER EDUCATION INSTITUTIONS, AND
STATE OF TENNESSEE AGENCIES***

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