



# **TENNESSEE TECHNOLOGICAL UNIVERSITY**

## **Request for Quotations** (revised 4/29/25)

### **Collection Services**

**Quotation Due**

**Date/Time:**

**5/12/2025 3:00PM**

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

# **1 INTRODUCTION**

## **1.1 Background**

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

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

## **1.2 Statement of Purpose**

Tennessee Tech seeks quotations for a qualified company or companies to provide collection services on an as required basis per the specifications outlined herein.

Tennessee Tech has issued this Request for Quotations (RFQ) to define the university's minimum products/service requirements; solicit quotations; detail quotation requirements; and, outline the university's process for evaluating quotations and selecting the Contractor(s).

Through this RFQ, Tennessee Tech seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are small, minority, or women-owned an opportunity to do business with the university as contractors and subcontractors.

Tennessee Tech reserves the right to award one or more contract(s) so that if one contractor is unable to accommodate the university's needs for collection services, that another contractor might assist the university with such services. The decision of which account(s) to assign to any specific Contractor is at Tennessee Tech's sole discretion.

Tennessee Tech is issuing this RFQ, 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 resulting contract(s) in establishing their own contract for these services. A listing of these institutions is provided in Attachment C.

## **1.3 RFQ Communications**

### **1.3.1 Interested Parties must direct all communications regarding this RFQ to the following RFQ Coordinator, who is Tennessee Tech's only official point of contact for this RFQ.**

Donna Wallis, Director of Purchasing and Contracts  
Tennessee Technological University  
Box 5144  
1 William L Jones Drive  
Cookeville, TN 38505  
Phone: (931) 372-3492  
Fax: (931) 372-3727  
dwallis@tntech.edu

- 1.3.2 Unauthorized contact regarding this RFQ with employees or officials of Tennessee Tech other than the RFQ Coordinator named above may result in disqualification from this procurement process. Tennessee Tech has assigned the following RFQ identification information that must be referenced in all communications regarding the RFQ: **RFQ – Collection Services**.
- 1.3.3 Any oral communications shall be considered unofficial and non-binding with regard to this RFQ.
- 1.3.4 Each Bidder shall assume the risk of the method of dispatching any communication or quotation 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 quotation to Tennessee Tech by a deadline date shall not substitute for actual receipt of a communication or quotation by the university.
- 1.4 Written Questions/Answer Period**
- 1.4.1 A written question/comment period is included in Section 2, RFQ Schedule of Events. The purpose of the written question/comments period is to allow Bidders to submit any questions they may have with regard to the product(s) specifications, scope of services requested and/or other matters relative to the RFQ.
- 1.4.2 The RFQ Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Questions/Comments Deadline in Section 2, RFQ Schedule of Events.
- 1.4.3 Tennessee Tech reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. Tennessee Tech’s official responses and other official communications pursuant to this RFQ shall constitute an amendment of this RFQ.
- 1.4.4 Tennessee Tech will convey all official responses and communications pursuant to this RFQ 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.
- 1.4.5 Only Tennessee Tech’s official, written responses and communications shall be considered binding with regard to this RFQ.
- 1.5 Bid Deadline**
- Bids must be submitted no later than the Bid Deadline time and date detailed in Section 2, RFQ Schedule of Events. A bid must respond to the written RFQ and any RFQ exhibits, attachments, or amendments. A late bid shall not be accepted, and a Bidder’s failure to submit a bid before the deadline shall cause the bid to be disqualified. FAXED OR ELECTRONIC BIDS ARE NOT ACCEPTABLE. Bids must bear the original signature of an authorized representative of the Bidder.

## 2 RFQ SCHEDULE OF EVENTS

The following Schedule of Events represents the university'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.

RFQ SCHEDULE OF EVENTS		
<b>NOTICE: Tennessee Tech reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.</b>		
EVENT	TIME (all times are Central Time)	DATE ( <u>all</u> dates are university business days)
1. Tennessee Tech Issues RFQ		4/17/2025
2. Disability Accommodation Request Deadline		4/25/2025
3. Written Question/Comment/Answer Period		4/17/2025 – 4/25/2025
4. Written Questions/Comments Deadline	Noon	4/29/2025
5. Tennessee Tech Responds to Written Questions/Comments		5/1/2025
6. Bid Deadline & Opening	3:00 p.m.	5/12/2025
7. Tennessee Tech Completes Bid Evaluations		5/13/2025
8. Tennessee Tech Issues Intent to Award Letters <u>and</u> Opens RFQ Files for Public Inspection		5/14/2025
9. Effective Date of Contract(s)		7/1/2025

## 3 BID REQUIREMENTS

Each Bidder must submit a quotation in response to this RFQ with the most favorable terms that the Bidder can offer. There will be no best and final offer procedure. However, Tennessee Tech reserves the right to further clarify or negotiate with the best-evaluated Bidder subsequent to award recommendation but prior to contract execution if deemed necessary by university. Tennessee Tech may initiate negotiations, which serve to alter the bid/quotation in a way favorable to the university. For example, prices may be reduced; time requirements may be revised, etc. In no event shall negotiations increase the cost or amend the quotation such that the apparent successful Bidder no longer offers the best quotation.

3.1 Tennessee Tech must receive all quotations in response to this RFQ, at the address indicated in Section 1.3.1 no later than the Quotation Deadline time and date in Section 2, RFQ Schedule of Events. Late quotations will not be considered and will remain unopened and filed in the RFQ file.

3.2 A quotation must be typewritten or hand-written in ink. A Bidder may not deliver a bid orally or solely by means of electronic transmission.

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

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

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

Each Bidder must carefully review this RFQ 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 RFQ objections must be made in writing and received by Tennessee Tech no later than the Written Questions/Comments Deadline in Section 2, RFQ Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective bids upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these comments/objections have not been brought to the attention of Tennessee Tech, in writing, by the Written Questions/Comments Deadline.

### **4.2 RFQ Amendment and Cancellation**

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

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

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

- 4.3.1 Tennessee Tech reserves the right, at its sole discretion, to reject any and all bids in accordance with applicable laws and regulations.
- 4.3.2 Each bid must comply with all of the terms of this RFQ and all applicable state laws and regulations. Tennessee Tech may reject any bid that does not comply with all of the terms, conditions, and performance requirements of this RFQ. Tennessee Tech may consider any bid that does not meet the requirements of this RFQ to be non-responsive, and the university may reject such a bid.
- 4.3.3 A Bidder may not restrict the rights of Tennessee Tech or otherwise qualify a bid. Tennessee Tech may determine such a bid to be a non-responsive counteroffer, and the bid may be rejected.
- 4.3.4 A Bidder should not submit the Bidder's own contract terms and conditions in a response to this RFQ. If a bid contains such terms and conditions, Tennessee Tech may determine, at its sole discretion, the bid to be a non-responsive counteroffer, and the bid may be rejected.
- 4.3.5 Tennessee Tech shall reject a bid if it was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Bidder. Regardless of the time of detection, Tennessee Tech shall consider any of the foregoing prohibited actions to be grounds for bid rejection or contract termination.
- 4.3.6 Tennessee Tech shall not contract with or consider a bid from:
- 4.3.6.1 An individual who is, or within the past six months has been, a state employee. An individual shall be deemed a state employee until such time as all compensation and terminal leave has been paid. Contracts with a company or corporation in which a controlling interest is held by any state employee or the employee's spouse shall be considered, for the purpose of applying this rule, to be a contract with the individual.

- 4.3.6.2 A company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a “blind trust” arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
- 4.3.6.3 A company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- 4.3.6.4 Any individual, company, or other entity involved in assisting Tennessee Tech in the development, formulation, or drafting of this RFQ or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Bidders, and such individual, company, or other entity may not submit a bid in response to this RFQ.
- 4.3.7 Tennessee Tech reserves the right, at its sole discretion, to waive a bid’s variances from full compliance with this RFQ. If Tennessee Tech waives minor variances in a bid, such waiver shall not modify the RFQ requirements or excuse the Bidder from full compliance with the RFQ.

#### **4.4 Incorrect Bid Information**

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

#### **4.5 Bid of Additional Services**

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

#### **4.6 Assignment and Subcontracting**

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

#### **4.7 Right to Refuse Personnel**

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

#### **4.8 Insurance**

The Contractor must provide and maintain public liability insurance naming Tennessee Tech as both additional insured and certificate holder. The minimum limits of the policy shall be \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate. The Contractor shall furnish Tennessee Tech with a current certificate showing

that such insurance is in effect and that the protection afforded under this policy will not be cancelled or reduced until at least ten (10) days prior notice is sent to the university by the insurance company or agent.

**4.9 Reserved.**

**4.10 Financial Stability**

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

**4.11 Bid Withdrawal**

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

**4.12 Bid Errors and Amendments**

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

**4.13 Bid Preparation Costs**

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

**4.14 Continued Validity of Bids**

All Bids shall state that the offer contained therein is valid for a minimum of ninety (90) days from the date of opening. This assures that Bidders' offers are valid for a period of time sufficient for thorough consideration. Bids that do not so state will be presumed valid for ninety (90) days.

**4.15 Disclosure of Bid Contents**

Each bid and all materials submitted to Tennessee Tech in response to this RFQ shall become the property of the university. Selection or rejection of a bid does not affect this right. All bid information, including detailed price and cost information, shall be held in confidence during the evaluation process.

Upon the completion of the evaluation of bids, indicated by public release of a Letter of Intent to Award, the bids and associated materials shall be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7). **By submitting a bid, the Bidder acknowledges and accepts that the full bid contents and associated documents shall become open to public inspection. Notations on proposals that materials submitted be kept confidential will not be honored. All bid documents and contracts become public records in accordance with applicable statute(s).**

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

**4.16 Vendor Registration**

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

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

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

#### **4.17 Contract Approval**

The RFQ and the contractor selection processes do not obligate Tennessee Tech and do not create rights, interests, or claims of entitlement by either the Bidder with the apparent best-evaluated bid or any other Bidder. Contract award and Tennessee Tech obligations pursuant thereto shall commence only after the contract is signed by the Contractor and all other university officials as required by state laws and regulations.

#### **4.18 Contract Term**

The term of the contract will be July 1, 2025, through June 30, 2030.

#### **4.19 Contract Payments**

All payments by Tennessee Tech shall be made in accordance with the Contract's Payment Terms and Conditions provisions (refer to RFQ Attachment B, *Pro Forma* Contract, Section C.)

#### **4.20 Contract Monitoring**

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

#### **4.21 Severability**

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

#### **4.22 Policy and Guideline Compliance**

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

#### **4.23 Protest Procedures.**

A copy of Tennessee Tech's bid protest procedures is available upon request to the RFQ Coordinator.

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

### **5 Contract Award Process**

5.1 The RFQ Coordinator will forward the results of the bid evaluation process to the appropriate Tennessee Tech official who will consider the bid evaluation process results and all pertinent information available to make a determination about the contract award. Tennessee Tech reserves the right to make an award without further discussion of any bid.

Notwithstanding the foregoing, to effect a contract award to a Bidder other than the one(s) receiving the best 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.

5.2 After the appropriate official's determination, Tennessee Tech will issue an Intent to Award to identify the apparent best-evaluated bid(s) as in the RFQ Section 2, Schedule of Events.



NOTICE: The Intent to Award shall not create rights, interests, or claims of entitlement in either the Bidder with apparent best-evaluated bid or any other Bidder.

5.3 Tennessee Tech will also make the RFQ files available for public inspection as in the RFQ Section 2, Schedule of Events. **By submitting a Bid, the Bidder understands and agrees that its Bid will become available to the public.**

5.4 Each Bidder with the apparent best-evaluated bid must agree to and sign a contract with Tennessee Tech, which shall be substantially the same as the RFQ Attachment B, *Pro Forma* Contract.

However, Tennessee Tech reserves the right, at its sole discretion, to add terms and conditions or to revise *Pro Forma* Contract requirements in the university's best interests subsequent to this RFQ process. No such terms and conditions or revision of contract requirements shall materially affect the basis of bid evaluations or negatively impact the competitive nature of the RFQ process.

5.5 The Bidder with the apparent best-evaluated bid must sign and return the Contract written by Tennessee Tech pursuant to this RFQ no later than the deadline provided. If the Bidder fails to provide the signed Contract by the deadline, Tennessee Tech may determine that the Bidder is non-responsive to the terms of this RFQ and reject the bid.

5.6 If Tennessee Tech determines that the apparent best-evaluated bid is non-responsive and rejects the bid, the RFQ Coordinator will determine the new, apparent best-evaluated bid.

5.7 To view the bid tabulation after bids have been opened and evaluated, please visit this link:  
<https://www.tntech.edu/purchasing/bidawards.php>

Results are posted according to fiscal year and then by date of bid opening.

## 6 CONTRACTOR REQUIREMENTS.

**All Bidders must meet or exceed the minimum requirements listed in Attachment A. By submission of a bid, Bidder acknowledges that Bidder has read the requirements in Attachment A and agrees to comply if awarded a contract pursuant to this RFQ.**

## 7 COST SHEET AND EVALUATION:

7.1 Bidders are to provide their commission rates for each of the account categories listed on the Cost Sheet in section 7.3, below.

7.2 The following weights will be applied to each account category, for evaluation purposes only:

First Placement = 73% weight

Second Placement = 26% weight

Litigated = 1% weight

Each Bidder's commission percentages will be multiplied by the appropriate weight for that account type, and then summed over five years. All three account types will be summed as above and then added together for an overall total. The Bidder(s) with the lowest numerical score(s) is/are the apparent best Bidder(s).

7.3 Cost Sheet – Commission Rates

Account Type	Year One	Year Two	Year Three	Year Four	Year Five
First Placement	%	%	%	%	%
Second Placement	%	%	%	%	%
Litigated	%	%	%	%	%

**BIDDER IS TO COMPLETE INFORMATION ABOVE AND SIGN BID BELOW. BIDDER MUST ALSO INITIAL AND COMPLETE ATTACHMENT A, AND COMPLETE ATTACHMENT D.**

\_\_\_\_\_  
(Firm Name)

Cash / Time discounts, if any \_\_\_\_\_

\_\_\_\_\_  
(Address)

Phone Number \_\_\_\_\_

\_\_\_\_\_  
(City, State, Zip)

E-mail Address \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature of Bidder)

\_\_\_\_\_  
(Date)

**NOTE: UNSIGNED BIDS WILL BE REJECTED WITHOUT CONSIDERATION.**

Tennessee Technological University is an EEO/AA/Title IX/Section 504/ADA employer

## ATTACHMENT A

### CONTRACTOR'S RESPONSIBILITIES

#### I. Program Administration.

- Contractor shall promptly respond to and resolve questions, concerns, and problems of Tennessee Tech.
- Contractor shall periodically contact Tennessee Tech.
- Contractor shall furnish updates on changes in agency personnel and procedures and pertinent laws and regulations to Tennessee Tech.
- Contractor must provide audited financial statements for the last three years and will also provide a federal compliance audit as required by Section 682.416(e) of Title 34 of the Code of Federal Regulations.

#### II. Duties of the Contractor shall include the following:

- Contractor must comply with U.S. Department of Education regulations pertaining to collection efforts by collection agencies.
- Contractor's personnel must be knowledgeable of and comply with the most recent federal regulations and guidelines.
- Collection of all accounts referred by Tennessee Tech must be promptly undertaken through proper and lawful means without guarantees as to volume or number of accounts.
- A reasonable number of telephone calls, mail efforts, and skip tracing attempts must be made as necessary.
- Accounts more than \$2000 must be litigated if collection efforts are not successful, provided the conditions of the Department of Education regulations are met prior to initiating litigation. The Contractor must obtain prior written approval from Tennessee Tech.
- Contractor shall remit gross receipts collected from the debtors within 10 days of the end of the month of collection.
- Contractor shall provide a report of due diligence on uncollectible student loans to support assignment to the U.S. Department of Education.
- Provide Tennessee Tech with reports to include the following: Monthly Acknowledgement of placements (accounts assigned listing); Monthly activity report (detail of collections and commissions); Monthly status/inventory of all accounts; Monthly close and return report (shall list reason for return); Quarterly status of litigation; Summary performance analysis.
- Contractor shall have the capability to accept accounts through any medium designated by Tennessee Tech, including e-mail, other computer media, hard copy printout, or manually prepared records.
- Placement of accounts for collection will be determined at the discretion of Tennessee Tech and all closing and returning of accounts will be at the discretion of the university.
- Contractor must attempt to obtain signed repayment agreements from borrowers. The original shall be furnished to Tennessee Tech to allow adjustment of the default rate.
- Contractor shall automatically accrue the appropriate interest on student loans.
- Collection costs will be added to loan balances by Tennessee Tech if specified in the promissory note. Contractor must attempt to collect these costs in addition to principal and interest and any other charges. Collection cost is calculated as follows: sum of principal, interest and late charges divided by one minus applicable commission rate.
- Contractor shall notify Tennessee Tech of any deferments, postponements, or cancellations a borrower is entitled to, such as student, military, Peace Corps, teaching, death, etc. and assist in obtaining the necessary forms to document this status. Reduction in account balances resulting from such status must be returned to Tennessee Tech without charge. If filing necessary form results in account becoming current, then the account must be returned to Tennessee Tech without charge.
- Upon request from Tennessee Tech, and to the extent allowed by law, Contractor shall report accounts to the credit bureaus 30 days after placement.
- In the event that the Contractor receives notice that a debtor has filed a bankruptcy petition, the Contractor shall cease all collection activity immediately and shall notify any attorney(s) to which the account has been referred for legal action to cease all collection activity. The Contractor shall send such bankruptcy notice and all relevant documents to Tennessee Tech immediately. Under no circumstances

shall the Contractor or attorney(s) file a proof of claim with the bankruptcy court either in its own name or on behalf of Tennessee Tech.

- Contractor shall contact Tennessee Tech prior to an agency accepting a payment as final.
- Contractor shall permit Tennessee Tech to recall accounts without charge in cases in which an account was referred in error (e.g. borrower was not delinquent or payment had not been posted).
- Contractor shall automatically return accounts to Tennessee Tech that are not in an active repayment or litigation status within nine months of assignment. Information obtained by the agency including, but not limited to, the borrower's current address, phone number, employer, income, assets, and any other information that will aid in the future collection of the account shall be furnished to Tennessee Tech.
- Federal Perkins student loan accounts placed with the agency shall be returned to Tennessee Tech after successful rehabilitation by the borrower, as defined by Section 674.39 of Title 34 of the Code of Federal Regulations.
- Contractor must describe the reason an account is returned to Tennessee Tech. The reason must be one listed in the U.S. Department of Education due diligence regulations.
- Contractor must supply name and address changes to Tennessee Tech for all accounts referred for collections.
- In Contractor's billing, the agency's fee must not be deducted from funds collected from debtors.
- Contractor shall advance all court costs and filing fees for accounts submitted for litigation. These costs are to be reimbursed from the first monies collected from the debtor.
- Contractor shall have and maintain throughout the term of this agreement an identity theft prevention program for new and existing accounts which complies with the Federal Trade Commission regulations known as the Red Flag Rules.
- Contractor must agree to accept both primary and secondary placements of accounts.
- Contractor shall cause suit to be brought in the name of Tennessee Tech if collection efforts fail, provided the conditions of the U.S. Department of Education regulations are met prior to initiating litigation. The Contractor must obtain prior written approval from Tennessee Tech.
- All legal action must be conducted by licensed attorneys authorized to practice in the state where the action is being pursued. A list of attorneys and their credentials must be submitted for approval by Tennessee Tech. The Contractor shall submit documentation to show that the distribution of accounts to the attorneys on the list is equitable and just. No accounts may be referred to attorneys not approved by the Tennessee Tech.
- Contractor shall provide letters from the Boards of Professional Responsibility in each state in which an attorney utilized by the Contractor is licensed, attesting that the attorney is in good standing. Each attorney conducting legal action in pursuit of collection of accounts under this Contract shall be required to execute an agreement with the Contractor consistent with this Contract and expressly incorporating the mandatory Terms and Conditions.
- At any time and without prior notice, Tennessee Tech or the Attorney General may request in writing that the Contractor cease using a particular attorney(s) for referral of accounts under this Contract. Upon receipt of such a request the Contractor shall cease referring such accounts to said attorney(s) and shall notify said attorney(s) to cease all activity on accounts previously referred. Contractor shall certify to Tennessee Tech and the Attorney General, in writing, that it has complied with such request and that the attorney(s) has (have) ceased all legal action in pursuit of accounts under this agreement. Breach of this provision shall be grounds for immediate termination.
- All legal action must conform to all applicable state and federal laws and regulations including, but not limited to, the Tennessee Collection Services Act, the Tennessee Consumer Protection Act, the Fair Debt Collection Practices Act, and all amendments thereto. Legal action in pursuit of collection of federally funded student loans must comply with all applicable federal regulations including, but not limited to, those of the U.S. Department of Education,
- No attorney may use or mention the name of the State Attorney General in connection with any legal action or to facilitate collection efforts without the prior written approval of the Attorney General.
- Contractor shall furnish Tennessee Tech with copies of the judgments

**\*\*Please sign here attesting to compliance with the above requirements if awarded a contract:**

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**this signed attestation with RFQ response.** **Please return**

## **ATTACHMENT B**

### ***PRO FORMA CONTRACT***

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

#### **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 collection services, as further defined in the “SCOPE OF SERVICES.”

The Contractor is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY]. The Contractor’s address is:

[ADDRESS]

A. SCOPE OF SERVICES:

- A.1 The Contractor shall provide collection services as outlined herein and as defined in Attachment A of this Contract.
- A.2 The Contractor agrees to provide services to Tennessee Tech as well as the eligible institutions listed in Attachment C.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on July 1, 2025, and ending on June 30, 2030. Tennessee Tech shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of Tennessee Tech under this Contract exceed [AMOUNT] dollars [(\$AMOUNT)]. The Commission Rates in Attachment C include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless Tennessee Tech requests work and the Contractor performs the work in accordance with the Contract requirements.
- C.2. Compensation Firm. The Commission Rates and the Maximum Liability of Tennessee Tech under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless this Contract is amended.
- C.3. Payment Method. The Contractor shall be compensated by university check.
- C.4. Payment Methodology. The Contractor shall be compensated based on the Commission Rates for units of service authorized by Tennessee Tech in a total amount not to exceed the Contract Maximum

Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service.

The Contractor shall submit invoices, in form and substance acceptable to Tennessee Tech with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

C.5 First and Second Placement Accounts.

a. Placement of accounts for collection will be determined at the discretion of Tennessee Tech and all closing and returning of accounts places will be at the discretion of Tennessee Tech.

b. Commissions on accounts referred by Tennessee Tech shall be the sole compensation payable to the Contractor for all collection services performed by the Contractor on First and Second Placement Accounts. The commission is contingent upon collection by the Contractor. Commissions shall be calculated as a percentage of the total amount of the debt (including principal, interest, late charges, and collection cost) recovered by the Contractor.

c. All funds collected as a result of collection efforts shall be deposited into a separate interest-bearing trust account that is insured by an agency of the federal government.

d. The Contractor shall not deduct any fees from the funds it received from collection efforts but shall forward one hundred percent (100%) of all funds received by the Contractor during each month to Tennessee Tech within 10 days of the end of the month of collection.

e. If the promissory note permits, collection costs will be added to the loan balance. Collection cost is calculated as follows: sum of principal, interest and late charges divided by one minus applicable commission rate.

C.6 Litigated Accounts.

a. In the case of litigated accounts, if the promissory note permits, the attorney shall seek outstanding principal, accrued interest, collection costs, past collection costs, late charges, and the costs of filing and service (court costs). If the promissory note and applicable law permits, the attorney may request attorney's fees from the borrower. The Contractor shall advance all court costs.

b. All funds collected as a result of litigation shall be forwarded by the attorney pursuing the litigation to the Contractor prior to the 10<sup>th</sup> day of each month. The attorney conducting the litigation shall not deduct any fees or commission from any funds collected as a result of litigation.

c. Contractor shall not deduct any commissions due it from the funds it receives from the attorney.

d. Contractor shall deduct the court costs it advanced, if such are awarded, from the first remittance upon judgment prior to forwarding all funds received by the Contractor during each month to Tennessee Tech. In the event that funds are recovered but court costs are not awarded, or if no funds are recovered under the judgment, Tennessee Tech shall reimburse the Contractor for all court costs advanced by the Contractor. The Contractor must document all requests for court costs with receipts for services performed.

e. If attorney fees are awarded, the Contractor will maintain all funds collected as attorney fees in a separate trust account and shall remit all such funds to the attorney in full each month. The Contractor shall not forward any funds collected that represent attorney fees to Tennessee Tech. These fees shall only be placed in the trust account maintained for attorney fees when all other amounts under the judgment have been satisfied.

f. The priority distribution of all funds recovered by the Contractor under each judgment on each individual loan account shall be as follows:

- Filing and service fees
- Interest on the principal amount
- Principal
- Late charges
- Collection costs
- Attorney fees

Compensation to the Contractor, other than court costs paid by the Contractor, is contingent upon collection by the Contractor. Commissions shall be calculated as a percentage of the total amount of debt (including principal, interest, late charges, and collection costs) recovered by the Contractor.

g. If the promissory note permits, collection costs will be added to the loan balance. Collection cost is calculated as follows: sum of principal, interest and late charges divided by one minus applicable commission rate.

C.7 Payment of Commissions. Payment of commissions by Tennessee Tech shall only be made after receipt by Tennessee Tech of both:

- Invoices evidencing the services performed; and
- Remittance of the total amount recovered by the Contractor during the invoice period.

C.8 Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Tennessee Tech, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

#### D. CONTRACTOR RESPONSIBILITIES:

Contractor's responsibilities are further defined in Attachment A.

#### E. TERMS AND CONDITIONS:

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

E.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials.

E.3. Termination for Convenience. With respect to the service contract, which may be executed upon completion of the initial phase (system implementation) of this Contract, Tennessee Tech may terminate the service contract with a thirty (30) day written notice submitted by the university Purchasing and Contracts Office. Upon termination the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.

E.4. Termination for Cause. If the Contractor fails at any time 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 goods received and/or work completed; however, the university shall have the option to give Contractor written notice and a specified period of time in which to cure. Notwithstanding the

above, the Contractor shall not be relieved of liability to Tennessee Tech for damages sustained by virtue of any breach of this Contract by the Contractor.

- E.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of Tennessee Tech. If such subcontracts are approved by Tennessee Tech, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination". Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- E.6. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- E.7. Records. The Contractor shall maintain documentation for all charges against Tennessee Tech under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received from Tennessee Tech under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the university, the Comptroller of the Treasury, or their duly appointed representatives. The Contractor's financial statements shall be prepared in accordance with generally accepted accounting principles.
- E.8. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by Tennessee Tech, the Comptroller of the Treasury, or their duly appointed representatives.
- E.9. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- E.10. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that the parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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

- E.11. University Liability. Tennessee Tech shall have no liability except as specifically provided in this Contract.
- E.12. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, epidemics or any other similar cause.
- E.13. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations, including Tennessee Tech policies and guidelines in the performance of this Contract.



- E.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the Tennessee Claims Commission in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against Tennessee Tech or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.
- E.15. Severability. If any terms or conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- E.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. All instructions, notices, consents, demands, or other communications shall be sent in a manner that verifies proof of delivery. Any communication by facsimile transmission shall also be sent by United States mail on the same date as the facsimile transmission. All communications which relate to any changes to the Contract shall not be considered effective until agreed to, in writing, by both parties.

Tennessee Tech:

Donna Wallis, Director of Purchasing and Contracts  
Tennessee Technological University  
Box 5144  
1 William L Jones Drive, Suite 301  
Cookeville, TN 38505  
Phone: (931) 372-3492  
Fax: (931) 372-3727  
Email: dwallis@tntech.edu

The Contractor:

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

- E.18. Breach. A party shall be deemed to have breached the Contract if any of the following occurs (However, this list is not exclusive.):
- failure to perform in accordance with any term or provision of the Contract;
  - partial performance of any term or provision of the Contract;
  - any act prohibited or restricted by the Contract, or violation of any warranty.
- E.19. Contract Documents. Included in this Contract by reference are the following documents:
- a. This Contract document and its attachments
  - b. The Request for Quotations and its associated amendments
  - c. The Contractor's Bid
- 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.20. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with Tennessee Tech hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.

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

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

- E.22. 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.23. Prohibition of Illegal Immigrants. Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that Contractor attest in writing that Contractor will not knowingly utilize the services of any illegal immigrants in the performance of this contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. Contractor's signature below shall constitute such "Attestation."

If contractor is discovered to have breached the Attestation, the Commissioner of Finance and Administration shall declare that the Contractor shall be prohibited from contacting or submitting a bid to any state entity for a period of one (1) year from the date of discovery of the breach. Contractor may appeal the one (1) year by utilizing an appeals process in the rules of Finance and administration, 0620.

- E.24. Conflicts of Interest. Contractor certifies its compliance with applicable federal and state laws, rules and regulations and Tennessee Tech policies with respect to Conflict of Interest, including, but not limited to the following:

- Pursuant to T.C.A. § 12-4-103, Contractor acknowledges that it is unlawful for any state official or employee to bid on, sell, or offer for sale, any merchandise, equipment or material, or similar commodity, to the state of Tennessee during the tenure of such official's or employee's office or employment, or for six (6) months thereafter, or to have any interest in the selling of the same to the state;

- Contractor is not a Tennessee Tech employee's business or a Tennessee Tech family member's business engaged in selling merchandise, equipment, materials or similar commodities to the university. Family member means a spouse or child dependent or non-dependent of Tennessee Tech employee, unless otherwise defined by statute (TTU Policy 132).
- Contractor is not a current state employee, nor was Contractor a state employee in the past six months, who is entering into a service agreement with Tennessee Tech. Contracts with the employee's spouse, a company or corporation in which a controlling interest is held by any state employee or the employee's spouse shall be considered, for the purpose of applying this rule, to be a contract with said individual (TTU Policy 132).

- E.25 Subject to Funds Availability. The Agreement is subject to the appropriation and availability of state and/or federal funds. Pursuant to T.C.A. § 12-3-305(c)(2), Tennessee Tech may, upon written notice to the Contractor, terminate The Agreement at the end of any fiscal year in the event that funds are not appropriated or are otherwise unavailable for the Agreement's continuance.
- E.26 Insurance. The Contractor shall maintain a commercial general liability policy, which shall provide coverage with minimum limits of \$1,000,000 per occurrence, \$3,000,000 in the aggregate and which shall name Tennessee Tech as additional insured. The Contractor shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law. The Contractor shall deliver to Tennessee Tech certificates of insurance upon request. If any policy providing insurance required by the Contract is cancelled prior to the policy expiration date, the Contractor, upon receiving a notice of cancellation, shall give immediate notice to Tennessee Tech. The enumeration in the Contract of the kinds and amounts of liability insurance shall not abridge, diminish or affect the Contractor's legal responsibilities arising out of or resulting from the goods and/or services under this Contract.
- E.27 Sales and Use Tax. Contractor certifies that the Contractor has either registered with the State of Tennessee's Department of Revenue for or does not make sales of goods or services that are subject to the collection of Tennessee sales and use tax, as required by T.C.A. § 12-3-306.
- E.28 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. This provision does not apply to a contract with a total potential value of less than two hundred fifty thousand dollars (\$250,000).
- E.29 Counterparts. The Parties agree that this Agreement may be executed in counterparts, executed electronically and transmitted electronically.
- E.30 Iran Divestment Act. Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief, neither it nor any of its subcontractors, if applicable, is ineligible to contract with the State of Tennessee due to the Iran Divestment Act (T.C.A. § 12-12-101 et seq.) or any other reason.
- E.31 Data Privacy and Security.

Data Privacy. "Personal Information" means information provided to Contractor by or at the direction of Tennessee Tech, or to which access was provided to Contractor by or at the direction of the university, in the course of Contractor's performance under this Contract that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers).

Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information complies with all applicable international, federal and state privacy and data protection laws, including without limitation, the Gramm-Leach-Bliley Act ("GLBA"); the Health Information Portability and Accountability Act ("HIPAA"); the Family Educational Rights and Privacy Act

("FERPA") of 1974 (20 U.S.C.1232g), the FTC's Red Flag Rules, as amended, together with regulations promulgated thereunder. Contractor represents and warrants that Contractor will use the Personal Information only for the purposes authorized by this Agreement and will not sell or share the Personal Information with any other person or entity.

Some Personal Information provided by Tennessee Tech to Contractor is subject to FERPA. Contractor acknowledges that its improper disclosure or re-disclosure of Personal Information covered by FERPA may, under certain circumstances, result in Contractor's exclusion from eligibility to contract with Customer for at least five (5) years and agrees to become a "school official" as defined in the applicable Federal Regulations for the purposes of this Contract.

With respect to any processing of personal data of persons located in, or personal data obtained from within, the European Union (EU), Contractor certifies that it will comply with all applicable laws or regulations related to acceptance, transmission, and/or storage of such personal data as defined by and in accordance with the EU's General Data Protection Regulations ("GDPR"). Contractor will only act on the written instruction of Tennessee Tech and will assist the university in compliance with GDPR in relation to the security of processing, the notification of personal data breaches, data protection impact assessments, answering data subjects' requests, and allowing data subjects to exercise their rights under the GDPR. Contractor consents to audits and inspections as necessary to ensure compliance with these provisions.

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

**Incident Response.** "Security Incident" means any reasonably suspected breach of information security, unauthorized access to any System, server or database, or any other unauthorized access, use, or disclosure of Personal Information or Highly-Sensitive Personal Information occurring on Systems under Contractor's control. Contractor shall: (i) provide Tennessee Tech with the name and contact information for an employee of Contractor who shall serve as 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 Tennessee Tech of a Security Incident as soon as practicable, but no later than forty eight (48) hours after Contractor becomes aware of it, except where disclosure is prohibited by law; and (iii) notify Tennessee Tech of any such Security Incident by email to [ociso@tntech.edu](mailto:ociso@tntech.edu) with a copy by e-mail to Contractor's primary business contact at the university.

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

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

The Contractor shall provide and retain timely, accurate, and comprehensive information such as records and reports that allow TBR to monitor risks. The inventory of reports should include SOC 1, SOC 2, and reports for data breaches.

- E.32 **PCI Compliance.** Contractor represents and warrants that for the life of the Contract, the software and services used for processing credit card transactions shall be compliant with standards established by the PCI Security Standards Council (<https://www.pcisecuritystandards.org/>). Contractor must clearly define the managed PCI DSS requirements and provide a written agreement that the Contractor is

responsible for the security of the cardholder data the Contractor possesses or otherwise stores, processes or transmits on behalf of Tennessee Tech. Contractor agrees to indemnify and hold Tennessee Tech, its officers, employees, and agents, harmless for, from and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees) and expenses arising out of or relating to any loss of Tennessee Tech customer credit card or identity information managed, retained or maintained by Contractor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Contractor must annually submit the appropriate "Attestation of Compliance" to Tennessee Tech and clearly identify the services and system components that are included in the scope of their assessment.

**E.33 Progress Reports.**

**E33.1** The Contractor shall submit monthly/quarterly progress reports to Tennessee Tech containing the following information:

- Monthly acknowledgement of placements (accounts assigned listing)
- Monthly activity report (detail of collections and commissions)
- Monthly status/inventory of all accounts
- Monthly close and return report (shall list reason for return)
- Quarterly status of litigation
- Summary performance analysis

**E33.2** The Contractor shall submit annual reports to Tennessee Tech containing the following information:

- Commissions Paid
- Accounts Placed
- Annual status of litigations
- Summary Performance Analysis

**IN WITNESS WHEREOF:**

**[CONTRACTOR LEGAL ENTITY NAME]:**

---

**[NAME AND TITLE]**

**Date**

**TENNESSEE TECHNOLOGICAL UNIVERSITY:**

---

**Dr. Claire E. Stinson  
Vice President for Planning and Finance**

**Date**

## ATTACHMENT C

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

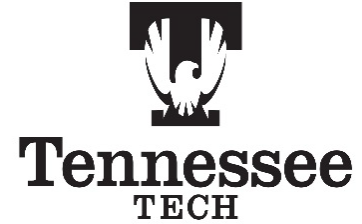
Tennessee Board of Regents, Central Office  
Austin Peay State University  
East Tennessee State University  
Middle Tennessee State University  
Tennessee State University  
Tennessee Technological University  
University of Memphis  
Chattanooga State Technical Community College  
Cleveland State Community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

State of Tennessee

## ATTACHMENT D

### CONTRACTOR REQUIREMENTS FORM

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



#### I. Ownership Information

1. Contractor Legal Entity Name (Name used for tax filing purposes):

\_\_\_\_\_

2. Is Contractor a permanent resident or citizen of the US?

☐ Yes

☐ No (If no, state country of citizenship):

(Note: Contractors who are individuals and are not US citizens must complete a Foreign National Data Form prior to execution of contract.)

3. Kind of Ownership (Check all that apply):

☐ Government (GO)

☐ Non-Profit (NO)

☐ Majority (MJ)

☐ Minority (MO)\*

☐ Woman (WO)\*

☐ Small (SB)\*

☐ State of TN Agency

☐ Service-Disabled Veteran (SV)\*

☐ Certified Disabled (DB)\*

\*See reverse side of form for clarification of these categories.

4. Minority / Ethnicity Code (Check one):

☐ African American (MA)

☐ Native American (MN)

☐ Hispanic American (MH)

☐ Asian American (MS)

5. Preference for reporting purposes: (Note: If Contractor qualifies in multiple categories as small, woman-owned and/or minority, Contractor is to specify in which category he/she is to be considered for reporting and classification purposes.) Check one only

☐ Small

☐ Minority-Owned

☐ Woman-Owned

☐ Service-Disabled Veteran

☐ Certified Disabled

6. Certification: I certify that all of the information as completed above is accurate and true. **(Signature required below.)**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_ Title: \_\_\_\_\_

#### II. Sales and Use Tax.

As a contractual requirement under Tennessee law, vendors who contract with the state of Tennessee must be registered to collect sales tax if they make sales that are subject to the Tennessee sales and use tax. If you are already registered to collect Tennessee sales and use tax, please provide your registration number: \_\_\_\_\_

(Note: This number is NOT your federal ID number.) If you are not registered, please go to [Tennessee Taxpayer Access Point \(TNTAP\)](#) and under the header "Look Up Information & Requests", select **TN Vendor Contract Registration**. This will open a survey designed to evaluate whether you must register for sales and use tax. Based on your responses, you will be directed to either register or will be provided with a letter of exemption from sales tax collection. Please provide a copy of the exemption letter or evidence of registration to Tennessee Tech to satisfy this contractual requirement.

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

"Minority" means a person who is a citizen or lawful permanent resident of the United States and who is:

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

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

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

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

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

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

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

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

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