



# TENNESSEE TECHNOLOGICAL UNIVERSITY

## Request for Proposal

RFP ID: Intensive English Program (IEP)  
Provider

Proposal Due Date/Time: October 30, 2009  
3:00 PM Central Time

## 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 Minority / Ethnicity Form
- 6.2 *Pro Forma* Contract
- 6.3 Proposal Transmittal/Statement of Certifications & Assurances
- 6.4 Project Narrative and Documentation
- 6.5 Technical Proposal & Evaluation Guide
  - Section A: Mandatory Requirements
  - Section B: Qualifications and Experience
  - Section C: Technical Approach
- 6.6 Financial Proposal & Scoring Guide
- 6.7 Proposal Score Summary Matrix
- 6.8 Performance Bond Form
- 6.9 Floor Plan of Office Space

# 1 INTRODUCTION

## 1.1 Background

Tennessee Technological University is a four-year comprehensive university located in Cookeville, Tennessee. One of six Tennessee Board of Regents institutions offering bachelor's degrees and beyond, Tennessee Tech is the state's only technological university. Tennessee Tech currently enrolls more than 10,000 students and offers more than 40 undergraduate degree programs and 20 graduate degree programs from its six academic divisions – the College of Agricultural and Human Sciences, College of Arts and Sciences, College of Business, College of Education, College of Engineering, and the School of Interdisciplinary Studies and Extended Education. TTU also offers the Ph.D. in engineering, environmental science and exceptional learning. The University also 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. Long recognized for academic excellence, TTU ranks as one of the Best Public Universities in the South by U.S. News and World Report magazine's 2009 Best Colleges Guide for the seventh year in a row. TTU has also been recognized by The Princeton Review as one of the Best Southeastern Colleges and Best College Value, as well as 100 of the Best College Buys by Institutional Research and Evaluation Inc. In addition, TTU consistently ranks number one in student and alumni satisfaction among its peers in the TBR.

## 1.2 Statement of Purpose

Tennessee Technological University (hereinafter "TTU" or "University"), a Tennessee Board of Regents (hereinafter TBR) institution, intends to obtain a contract for a qualified contractor to operate an Intensive English Program (IEP) on its campus. The University has issued this Request for Proposal (RFP) to define the University's minimum service requirements; solicit proposals; detail proposal requirements; and, outline the University's process for evaluating proposals and selecting the contractor.

Through this RFP, University seeks to contract with a qualified Contractor to secure the best services at the most favorable, competitive prices, and recruitment model and to give ALL qualified businesses, including those that are small, minority, or women-owned an opportunity to do business with the University as contractors and subcontractors. Vendors must complete the Minority/Ethnicity form (See Attachment 6.1 for form and classification definitions)

TTU wishes to secure an intensive English language program which will assist in the recruiting of degree seeking international students for TTU's undergraduate programs and graduate students who need additional assistance on their English language skills. The program should have a diverse recruitment base and thus not be limited to a few nations but shall be diverse in its number of recruitment resources.

## 1.3 Pro Forma Contract

The RFP Attachment 6.2, *Pro Forma* Contract details the University's required:

- Scope of Services in Section A;
- Contract Term in Section B;
- Financial Terms in Section C;
- Standard Terms and Conditions in Section D; and,
- Special Terms and Conditions in Section E.

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

## 1.4 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the University's contracted programs or activities on the grounds of disability, age, race, color, religion,

sex, veteran status, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the University or in the employment practices of the University's contractors. Accordingly, all vendors entering into contracts with the University shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The University 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.

Dr. Rachel M. Rader, Coordinator  
Affirmative Action  
Tennessee Tech University  
PO Box 5164  
Cookeville, TN 38505

## **1.5 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.

## **1.6 RFP Communications**

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

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

Judy M. Hull  
Director of Business Services  
Tennessee Tech University  
Purchasing Office  
Facilities & Business Services Building  
P. O. Box 5041  
220 West 10<sup>th</sup> Street  
Cookeville, TN 38505  
Phone: (931) 372-3452  
Fax: (931) 372-3727  
Email: [jmhull@tntech.edu](mailto:jmhull@tntech.edu)

1.6.2 The University has assigned the following RFP identification information that must be referenced in all communications regarding the RFP:

RFP - INTENSIVE ENGLISH PROGRAM (IEP) PROVIDER

1.6.3 Any oral communications shall be considered unofficial and non-binding with regard to this RFP.

1.7.4 Each Proposer shall assume the risk of the method of dispatching any communication or proposal to the University. The University assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or electronic "postmarking" of a communication or proposal to the University by a deadline date shall not substitute for actual receipt of a communication or proposal by the University.

1.6.5 The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline in the RFP Section 2, Schedule of Events.

- 1.6.6 The University reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The University's official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.
- 1.6.7 The University will convey all official responses and communications pursuant to this RFP to the potential Proposers to whom the University mailed a Request for Proposal.
- 1.6.8 Only the University's official, written responses and communications shall be considered binding with regard to this RFP.
- 1.6.9 The University reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, electronic mail, or Internet posting).

## **1.7 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.

## **1.8 Written Questions/Answer Period**

A question and answer period deadline is 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 in regard to the scope of services requested. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the University as described in RFP Sections 1.6, *et seq.*, above and on the date in the RFP Section 2, Schedule of Events.

## **1.9 Site Visits by Proposers**

Proposers desiring to visit the University to personally examine the space identified for office and instructional purposes may do so by contacting Mr. Charles Wilkerson, Director, International Student Affairs at (931) 372-3634 or [cwilkerson@tntech.edu](mailto:cwilkerson@tntech.edu). Site visits are to be conducted during the period as identified in the Schedule of Events and questions raised during the site visit shall be addressed in writing to the RFP coordinator as specified in Section 1.8 above.

## **1.10 Presentations**

Proposers may be asked to make a presentation to Evaluation Team members during the Technical Evaluation Phase of the RFP scoring process. The purpose of the presentation would be to enable evaluators to ask questions regarding the Proposer's technical proposal, to verify Proposer's qualifications and ability to provide the services as required by the University. Proposers may elect to make such presentation in person or by remote set up, i.e. video or audio conferencing, at their discretion. Such presentations would be made during the timeframe as identified in Section 2.0, Schedule of Events.

## **1.11 Performance Bond**

The University may elect to require a performance bond upon approval of a contract pursuant to this RFP. The amount of the performance bond must be in the sum of \$100,000. The successful Proposer shall obtain any required performance bond in form and substance acceptable to the University (refer to RFP Attachment 6.8) and provide it to the University prior to the contract signing date. Failure to provide the performance bond by the deadline shall result in contract termination. **Cost for such bond shall be specified as a separate line item in the FINANCIAL PROPOSAL ONLY.**

## 2 RFP 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.

<b>RFP SCHEDULE OF EVENTS</b>		
<b>NOTICE: The University reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The University will communicate any adjustment to the Schedule of Events to the potential Proposers</b>		
<b>EVENT</b>	<b>TIME</b>	<b>DATE</b> <b>(all dates are University business days)</b>
1. University Issues RFP		<b>September 21, 2009</b>
2. Disability Accommodation Request Deadline	<b>4:30 p.m. CT</b>	<b>October 9, 2009</b>
3. Written Question/Answer Period	<b>4:30 p.m. CT</b>	<b>September 21 – October 9, 2009</b>
4. Site Visits by Proposers		<b>September 21 – October 9, 2009</b>
5. Written Comments Deadline	<b>4:30 p.m. CT</b>	<b>October 9, 2009</b>
6. University Responds to Written Comments	<b>4:30 p.m. CT</b>	<b>October 16, 2009</b>
7. Proposal Deadline	<b>3:00 p.m. CT</b>	<b>October 30, 2009</b>
8. Technical Proposal Evaluation Period and Presentations by Proposers		<b>October 30 – November 13, 2009</b>
9. University Completes Technical Proposal Evaluations	<b>4:30 p.m. CT</b>	<b>November 13, 2009</b>
10. University Opens Financial Proposals and Calculates Scores		<b>November 16, 2009</b>
11. University Issues Intent to Award Letter <u>and</u> Opens RFP Files for Public Inspection		<b>November 17, 2009</b>
12. Contract Signing/Approval Period		<b>November 30 – December 23, 2009</b>
13. Contract Effective Date		<b>January 1, 2010</b>

### 3 PROPOSAL REQUIREMENTS

Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. There will be no best and final offer procedure. However, University reserves the right to further clarify or negotiate with the best evaluated Proposer subsequent to award recommendation but prior to contract execution if deemed necessary by University. University may initiate negotiations which serve to alter the bid/proposal 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 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 Financial Proposal (as described below).

3.1.2 Each Proposer must submit one (1) original, and ten (10) copies plus one (1) electronic copy of its Technical Proposal to the University in a sealed package that is clearly marked:

**“Technical Proposal in Response to RFP- INTENSIVE ENGLISH PROGRAM PROVIDER-- Do Not Open”**

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

**“Financial Proposal in Response to RFP- INTENSIVE ENGLISH PROGRAM PROVIDER -- Do Not Open”**

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 Financial Proposals for RFP- INTENSIVE ENGLISH PROGRAM PROVIDER”**

3.1.5 The University must receive all proposals in response to this RFP, at the address noted in Section 1.6.1.1, no later than the Proposal Deadline time and date in the RFP Section 2, Schedule of Events. Late proposals will not be considered and will remain unopened and filed in the RFP file.

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

#### 3.2 Technical Proposal

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

**NOTICE: No pricing or revenue information shall be included in the Technical Proposal. Inclusion of Financial Proposal amounts in the Technical Proposal will make the proposal non-responsive, and the University shall reject it.**

3.2.2 Each Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Each 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).

3.2.3 Each proposal should be economically prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English and

must be written on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible). All proposal pages must be numbered.

- 3.2.4 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.
- 3.2.5 The University may determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference sections of the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide;
- 3.2.6 The University may determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide
- 3.2.7 The Proposer must sign and date the Technical Proposal. Digital, electronic, or facsimile signatures will not be acceptable as the original signature. Failure to submit one (1) original with an original signature will be cause for rejection of the proposal.

### **3.3 Financial Proposal**

- 3.3.1 The Financial Proposal must be submitted to the University in a sealed package ***separate from the Technical Proposal.***
- 3.3.2 Each Financial Proposal must be recorded on an exact duplicate of the RFP Attachment 6.6, Financial Proposal and Scoring Guide.
- 3.3.3 Each Proposer shall ONLY record the proposed cost exactly as required by the Financial Proposal and Evaluation Guide and shall NOT record any other rates, amounts, or information.
- 3.3.4 The proposed cost shall incorporate all costs for services under the Contract for the total contract period.
- 3.3.5 The Proposer must sign and date the original Financial Proposal. Digital, electronic, or facsimile signatures will not be acceptable as the original signature. Failure to submit originals with an original signature shall be cause for rejection of the proposal.
- 3.3.6 If a Proposer fails to submit a Financial Proposal as required, the University shall determine the proposal to be non-responsive and reject it.

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

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

Each Proposer must carefully review (including review for legal issues) 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 the University no later than the Written Comments Deadline in the RFP Section 2, Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

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

## **4.2 RFP Amendment and Cancellation**

The University reserves the unilateral right to amend this RFP in writing at any time. If an RFP amendment is issued, the University will convey such amendment to the potential Proposers who were mailed the RFP. Each proposal must respond to the final written RFP and any exhibits, attachments, and amendments.

The University 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 The University 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. The University may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. The University may consider any proposal that does not meet the requirements of this RFP to be non-responsive, and the University may reject such a proposal.
- 4.3.3 A proposal of alternate services (*i.e.*, a proposal that offers services different from those requested by this RFP) shall be considered non-responsive and rejected.
- 4.3.4 A Proposer may not restrict the rights of the University or otherwise qualify a proposal. The University may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected. The University's Prohibited Provisions may be viewed at [http://www.tntech.edu/purchasing/pdfs/Prohibited\\_Prov.pdf](http://www.tntech.edu/purchasing/pdfs/Prohibited_Prov.pdf).
- 4.3.5 A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the University may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.
- 4.3.6 A Proposer shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Proposer unless specifically provided for in this proposal.
- 4.3.7 A Proposer shall not submit multiple proposals in different forms. This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and permitting a second Proposer to submit another proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime contractor. Submitting multiple proposals in different forms may result in the disqualification of all Proposers knowingly involved.
- 4.3.8 The University shall reject a proposal if the Financial Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer. Regardless of the time of detection, the University shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.
- 4.3.9 The University shall not contract with or consider a proposal from:
- 4.3.9.1 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.

- 4.3.9.2 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);
- 4.3.9.3 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,
- 4.3.9.4 any individual, company, or other entity involved in assisting the University in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and such individual, company, or other entity may not submit a proposal in response to this RFP.
- 4.3.10 The University reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with this RFP. If the University 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 the University determines that a Proposer has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive and shall be rejected.

#### **4.5 Proposal of Additional Services**

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

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

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

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

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

#### **4.8 Insurance**

The Contractor, being an independent contractor and not an employee of the University, agrees to carry adequate liability and other appropriate forms of insurance, including workers' compensation coverage as required by applicable law on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

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

Failure to provide evidence of such insurance coverage, if requested by University, is a material breach and grounds for termination of the contract negotiations. Any insurance required by the University shall be in form and substance acceptable to the University.

#### **4.9 Licensure**

The apparent successful Proposer must hold all necessary, applicable business and professional licenses. The University may require any or all Proposers to submit evidence of proper licensure with the RFP response. Licensure information must be clearly identified on the outside of Proposer's technical response.

#### **4.10 Financial Stability**

The successful Proposer will be required to provide information to TBR to demonstrate financial stability and capability prior to award of contract.

#### **4.11 Service Location and Work Space**

The University shall provide on-campus space for Contractor's use in performing its obligations under this contract. See Section 6.4.4.1 for further details regarding Service Location and Work Space.

#### **4.12 Proposal Withdrawal**

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

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

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

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

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

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

All Proposals shall state that the offer contained therein is valid for a minimum of one hundred twenty (120) days from the date of opening. This assures that Proposers' offers are valid for a period of time sufficient for thorough consideration. Proposals which do not so state will be presumed valid for one hundred twenty (120) days.

#### **4.16 Disclosure of Proposal Contents**

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

Upon the completion of the evaluation of proposals, indicated by public release of a Letter of Intent to Award, the proposals and associated materials shall be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection.

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

#### **4.17 Contractor Registration**

All service contractors must complete a vendor application with University and become a registered vendor. The vendor application submitted by the Proposer will be sent to the Governor's Office of Diversity Business Enterprise for official certification. However, registration with the University is not required to make a proposal (any unregistered service provider must simply register as required prior to the final contract approval). Refer to the following Internet URL to obtain the University's vendor application instructions and forms: <http://www.tntech.edu/purchasing/vendorreg/VendorLogin.asp>.

#### **4.18 Contract Approval**

The RFP and the contractor selection processes do not obligate the University 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 University obligations pursuant thereto shall commence only after the contract is signed by the Contractor and all other University/State officials as required by state laws and regulations.

#### **4.19 Contract Cancellation**

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

#### **4.20 Contract Term**

The University intends to enter into a contract with an expected effective period beginning approximately January 1, 2010 and ending three (3) years thereafter. The University reserves the right to renew the contract on an annual basis for up to seven (7) one-year terms at its option, for a total contract term not to exceed ten (10) years. The University reserves the right to cancel the Contract if sufficient funding for its continuance is not appropriated by the General Assembly of the State of Tennessee.

#### **4.21 Contract Monitoring**

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

#### **4.22 Severability**

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

#### 4.23 Policy and Guideline Compliance

This proposal request and any award made hereunder are subject to the policies and guidelines of the Tennessee Board of Regents ([www.tbr.edu](http://www.tbr.edu)) and the University (available upon request).

**4.25 Protest Procedures. Protest Procedures.** The University's Bid Protest procedures are available at [http://www.tbr.edu/policies\\_guidelines/business\\_policies/4-02-10-00.htm](http://www.tbr.edu/policies_guidelines/business_policies/4-02-10-00.htm). Reference Section VII of this policy.

### 5 PROPOSAL EVALUATION & CONTRACT AWARD

#### 5.1 Evaluation Categories and Maximum Points

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

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	250
Technical Approach	450
Financial Proposal	300

#### 5.2 Evaluation Process

The proposal evaluation process is designed to award the Contract not necessarily to the Proposer of most revenue offering, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.

- 5.2.1 The RFP Coordinator will use the RFP Attachment 6.4, Technical Proposal and Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.
  - 5.2.1.1 The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.4, 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 Proposal Evaluation Team will review the proposal and document its determination of whether: (1) the proposal meets requirements for further evaluation; (2) the University will request clarifications or corrections; or, (3) the University will determine the proposal non-responsive to the RFP and reject it.
    - 5.2.1.2 A Proposal Evaluation Team, appropriate to the scope and nature of the RFP, will evaluate each Technical Proposal that appears responsive to the RFP.
    - 5.2.1.3 Each Proposal Evaluation Team member will independently, evaluate each proposal against the evaluation criteria in this RFP, rather than against other proposals, and will score each in accordance with the RFP Attachment 6.4, Technical Proposal and Evaluation Guide.
    - 5.2.1.4 The University reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by the University. The subject Proposer shall put any resulting clarification in writing as may be required by the University.
  - 5.2.2 Proposers may be asked to make a presentation to Evaluation Team members during the Technical Proposal evaluation phase. The purpose of the presentation would be to enable evaluators to ask

questions regarding the Proposer's technical proposal, to verify Proposer's qualifications and ability to provide the services as required by the University. Proposers may elect to make such presentation in person or by remote set up, i.e. video or audio conferencing, at their discretion.

5.2.3 After Technical Proposal evaluations are completed, the RFP Coordinator will open the Financial Proposals and use the RFP Attachment 6.6, Financial Proposal and Scoring Guide to calculate and document the Financial Proposal scores.

5.2.4 For each qualifying Finalist's proposal, the RFP Coordinator will add the Technical Proposal and Presentation scores to the Financial Proposal score (refer to RFP Attachment 6.7, Proposal Score Summary Matrix).

### **5.3 Contract Award Process**

5.3.1 The RFP Coordinator will forward the results of the proposal evaluation process to the appropriate institution official who will consider the proposal evaluation process results and all pertinent information available to make a determination about the contract award. The University 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 institutional official.

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

NOTICE: 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 The University will also make the RFP files available for public inspection as in the RFP Section 2, Schedule of Events.

5.3.4 The Proposer with the apparent best-evaluated proposal must agree to and sign a contract with the University which shall be substantially the same as the RFP Attachment 6.2, *Pro Forma* Contract.

However, the University 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 the University pursuant to this RFP no later than the Award of Contract Date in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed Contract by the deadline, the University may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.

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

**ATTACHMENT 6.1 (Complete and sign both sections of form and include with Technical Proposal)**



**TENNESSEE TECHNOLOGICAL UNIVERSITY  
MINORITY/ETHNICITY FORM**

In order to comply with reporting regulations as required by the state of Tennessee and United States federal income tax laws, it is necessary that the following information be provided prior to the issuance of any University contract.

<p>1. Contractor Legal Entity Name: _____</p> <p>SS# / Federal ID #: _____</p>	<p>2. Is Contractor a US citizen?  <input type="checkbox"/> Yes  <input type="checkbox"/> No (If no, state country of citizenship): _____</p> <p align="center">(Note: A copy of Visa is to be included with this form.)</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* (see reverse side for definition)</p> <p><input type="checkbox"/> Woman (WO)** (see reverse side for definition)</p> <p><input type="checkbox"/> Small (SM)*** (see reverse side for definition)</p> <p><input type="checkbox"/> State of TN Agency</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><input type="checkbox"/> Other Minority (MO) Specify: _____</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.)</p> <p><input type="checkbox"/> Small                      <input type="checkbox"/> Minority                      <input type="checkbox"/> Woman-Owned</p>	
<p>6. Certification: I certify that all of the information as completed above is accurate and true.</p> <p>Signed: _____ Date: _____</p> <p>Name (Printed): _____</p> <p>Title: _____</p>	

\*\*\*\*\*

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE.** The Contractor identified above does hereby attest, certify, warrant and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

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

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

Title: \_\_\_\_\_

**\*Minority Ownership Clarification:**

"Minority owned business" 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 Business Clarification:**

A "woman-owned business" means a woman owned 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 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 Ownership Clarification:**

A "small business" 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

The *pro forma* contract detailed in this attachment contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from this RFP/RFQ.

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

This Contract, by and between [INSTITUTION NAME], hereinafter referred to as the “University” and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the “Contractor,” is for the purpose of providing [SHORT DESCRIPTION OF THE SERVICE], as further defined in the "SCOPE OF SERVICES."

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

[ADDRESS]

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

A. SCOPE OF SERVICES:

A.1. Contractor shall provide an Intensive English Language Program (IEP) on the University’s campus. The Program will provide English language instruction for non-native English speakers in order to help develop English language skills for LEP (Limited English Proficient) students to enable matriculation into the University’s undergraduate and graduate programs. Contractor shall also provide additional services to the NEP (Non-English Proficient) members of the Upper Cumberland community.

B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing approximately January 1, 2010 for a term of three (3) years. The University shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2. Term Extension. At the expiration of the initial 5-year contract term, the University shall conduct a thorough review of the Contract and may elect to extend this Contract for additional years, one year at a time for a total contract term not to exceed ten (10) years. Any extension of the term of this Contract will be effected through an amendment to the Contract.

C. FINANCIAL TERMS AND CONDITIONS:

C.1. [TERMS AND CONDITIONS DETAILING FREQUENCY OF PAYMENTS AND OTHER FINANCIAL TERMS AS CONTAINED IN THE RFP AND RFP RESPONSE SHALL BE INSERTED IN THIS SECTION, AS APPLICABLE.]

C.5. Payments to University. The payment of an amount(s) to the University by the Contractor shall not prejudice the University’s right to object to or question the amount of payment or other matter in relation thereto. Such receipt of payment by the University shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts received therein.

C.6. Offsets. No offsets are permitted. In the event that one party is indebted to the other party, such debt shall be fulfilled by payment, not an offset against the debt of the other party.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The University is not bound by this Contract until it is approved by the appropriate officials in accordance with applicable Tennessee state laws and regulations.
- D.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 in accordance with applicable Tennessee state laws and regulations.
- D.3. Ethnicity. This Contract shall not be executed until the Contractor has completed the Minority/Ethnicity Form.
- D.4. Termination for Convenience. The University may terminate this Contract without cause for any reason. Such termination shall not be deemed a Breach of Contract by the University. The University shall give the Contractor at least ninety (90) days written notice before the effective termination date. The University shall be entitled to receive compensation due the University as of the termination date. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.5. Termination for Cause. It shall be the responsibility of the Contractor to perform its contractual duties on an ongoing basis as specified in the Contract. Failure to do so is considered a breach of contract. If the University feels that the Contractor is not performing its obligations at a satisfactory level, including exercising its best efforts for recruiting and maximizing the growth potential of the Program in a manner consistent with the University's best interest, the University will notify the Contractor of its concerns in writing. With the notification, the University shall identify areas of improvement and will specify a time within which the Contractor shall cure such breach of contract. Should satisfactory improvement not be made, at the sole discretion of the University, the University shall have the right to terminate the contract with 30 days notice, after which time the Contractor must vacate the University's premises and shall immediately pay any monies due to the University pursuant to the Contract at that time. Notwithstanding the above, the Contractor shall not be relieved of liability to the University for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.6. 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 the University. If such subcontracts are approved by the University, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.7. and D.8.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.7. Conflicts of Interest. The Contractor warrants 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 an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.8. 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 Tennessee 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.
- D.9. Records. The Contractor shall maintain documentation for all payments made to the University under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by 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.

- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the University, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor may be required to submit brief, periodic, progress reports to the University as requested.
- D.12. 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.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, 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 the University, agrees to carry adequate liability and other appropriate forms of insurance, including workers' compensation coverage as required by applicable law on the Contractor's employees, and to pay all applicable taxes incident to this Contract. The enumeration in the Contract of the kinds and/or amounts of liability insurance shall not abridge, diminish or affect the Contractor's legal responsibilities arising out of or resulting from the services under this Contract.

- D.14. University Liability. The University shall have no liability except as specifically provided in this Contract.
- D.15. 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.
- D.16. University and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations, including University policies and guidelines in the performance of this Contract.
- D.17. 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 the University or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.
- D.18. Severability. If any terms and 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.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Communications and Contacts.

The University (for contractual purposes):  
Judy Hull, Director of Business Services  
Tennessee Technological University  
P. O. Box 5041  
220 West 10<sup>th</sup> Street  
Cookeville, TN 38505  
Phone: 931-372-3452  
Fax: 931-372-3727  
email: [jmhull@tntech.edu](mailto:jmhull@tntech.edu)

The University (for operational purposes):  
Charles Wilkerson, Director  
International Student Affairs  
Tennessee Technological University  
P. O. Box 5093  
1 William L. Jones Drive  
Cookeville, TN 38505  
Phone: 931-372-3634  
Fax: 931-372-3674  
email: [cwilkerson@tntech.edu](mailto:cwilkerson@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. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission. Changes to the Contract shall not be effective until agreed to, in writing, by both parties.

- E.2 Admissions Criteria. [CRITERIA REGARDING MATRICULATING STUDENTS' REQUIREMENTS FOR ADMISSION INTO A DEGREE SEEKING PROGRAM – GRADUATE OR UNDERGRADUATE ' WILL BE IDENTIFIED IN THIS SECTION. CRITERIA SHALL BE AS DEFINED BY THE UNIVERSITY, AT ITS SOLE DISCRETION.]
- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the University reserves the right to terminate the Contract upon written notice to the Contractor. Such termination shall not be deemed a breach of Contract by the University. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the University any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. University Facilities. The University agrees to make facilities available to the Contractor as specified herein for use in performing its services as defined in the Contract. The Contractor shall exercise care in its use of University property and shall be responsible for any damages to University property which shall occur as a result of the Contractor's use of the property, usual wear and tear excepted.
- E.5. University Ownership of Work Products. The University shall have all ownership right, title, and interest, including ownership of copyright, in all work products created, designed, developed, derived, documented, installed, or delivered to the University under this Contract. The University shall have unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all such work

products. The Contractor shall furnish such information and data upon request of the University, in accordance with the Contract and applicable state law.

E.6. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. This Contract document, its attachments and amendments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in the order of precedence detailed above.

E.7. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the University hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.

E.8. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the University as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the University for infringement of any laws regarding patents or copyrights which may arise from the performance of this Contract. In any such action brought against the University, the Contractor shall satisfy and indemnify the University for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the University 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. The University shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.

E.9. Hold Harmless. The Contractor agrees to indemnify and hold harmless the University 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 the University 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 the University immediate notice thereof and shall provide all assistance required by the University in the University's defense. The University 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 the University in any legal matter, such rights being governed by **Tennessee Code Annotated**, Section 8-6-106.

E.10. 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 University department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false Statements, or receiving stolen property;

- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed 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.11. Prohibition on Hiring Illegal Immigrants. Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that Contactor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance (“the Attestation”), which is attached and hereby incorporated as Attachment A.

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

E.12. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.

- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
- b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
- c. With reference to either subsection a. or b. above, a Contractor may make a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: [www.state.tn.us/finance/rds/ocr/waiver.html](http://www.state.tn.us/finance/rds/ocr/waiver.html). The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

*[OTHER TERMS AND CONDITIONS AS DEEMED APPROPRIATE AND NECESSARY FOR THE AGREEMENT SHALL BE ADDED AS NEEDED.]*

**IN WITNESS WHEREOF:**

**[CONTRACTOR LEGAL ENTITY NAME]:**

---

**[NAME AND TITLE]**

**Date**

**TENNESSEE TECHNOLOGICAL UNIVERSITY:**

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**Dr. Robert Bell, President**

**Date**

**TENNESSEE BOARD OF REGENTS:**

---

**Dr. Charles Manning, Chancellor**

**Date**

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

**PROPOSER LEGAL ENTITY NAME:**

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

- 1) This proposal constitutes a commitment to provide all services as defined in the RFP Attachment 6.2, *Pro Forma Contract*, Scope of Services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.2, *Pro Forma Contract*. A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the University may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.
- 2) The information detailed in the proposal submitted herewith in response to the RFP is accurate.
- 3) The proposal submitted herewith in response to the RFP shall remain valid for at least 90 days subsequent to the date of the Financial Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
- 4) The Proposers shall comply with:
  - a) the laws of the State of Tennessee;
  - b) Title VI of the federal Civil Rights Act of 1964;
  - c) Title IX of the federal Education Amendments Act of 1972;
  - d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
  - e) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
  - f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
  - g) the condition that no 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 an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.
- 5) The Proposer shall comply with all of the provisions in the subject RFP and shall accept all terms and conditions set out in the RFP Attachment 6.2, *Pro Forma Contract*.

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

## PROJECT NARRATIVE AND DOCUMENTATION

### 6.4.1 Overview

TTU is seeking proposals for an experienced and qualified Contractor to operate an Intensive English Language Program (IEP) on its campus, using its own personnel. The Program shall enable international students from various regions of the world to matriculate into a degree-seeking program at TTU. The Contractor's Program shall 1) offer Program participants a complete Accredited English language training program that is capable of assisting entering students with various language backgrounds and varying levels of English proficiency earn TOEFL scores required for admission to the University; 2) possess the proven ability to recruit appropriate international students, and 3) contain a complete processing component to deal with all logistical issues necessary to ensure that the students are able to transfer from their home country to the University's facility. The Program must have SEVIS approval to admit non-immigrant students and issue documents to support student visas. The TTU IEP is expected fulfill a need for international students to interact with American students and vice versa through the following objectives:

Objective 1. Program participants will be offered a 4- or 6- or 8-week morning/early afternoon Intensive English as a Second Language (ESL) program focused on increasing proficiency of the Program participants in English language skills (speaking, listening reading, and writing) and also improving their test taking skills to be applied toward the Test of English as a Foreign Language (TOEFL) exam. Through the Program, participants will:

- a) Facilitate, maintain and imitate clear inflection in conversation to improve speaking skills;
- b) Incorporate English vocabulary into conversation, acknowledge statements and respond to questions to improve listening skills;
- c) Improve English language vocabulary and reading skills eloquently in the context of engagement through a cultural reader text;
- d) Convey ideas through keyboarding and writing instruments to improve writing and technical skills to enhance competency and comfort with test taking techniques on the TOEFL test.

Objective 2. Program participants shall develop increased English language confidence and skills through cultural enrichment opportunities arranged as a part of the Program by the Contractor, such as afternoon/evening field trips, guest lectures, and interactive opportunities with organizations such as International Community Hospitality Association, Rotary, World Affairs Council and the University Services Center for Service Learning and Community Service. Through these extracurricular activities participants will:

- a) Develop cultural awareness and perspective by visiting regional points of interest;
- b) Participate in on-site social events;
- c) Experience free time for exploration and participate in local activities;
- d) Attend seminars from guest speakers (role models) living near the University but hailing from countries within the above referenced geographic regions; and
- e) Improve understanding of American culture through academic and social components.

## **6.4.2 Technical Proposal – Operational and Service Requirements**

- 6.4.2.1 The Contractor must have an accredited English Language Curriculum, preferably by Accreditation Council for Continuing Education and Training (ACCET) or The Commission on English Language Program Accreditation (CEA). The Contractor must provide documentation on the levels of instruction, format, and amount of time necessary for students to become proficient enough to earn appropriate TOEFL scores. This documentation should be based on historical data from current programs at institutions similar to the University.
- 6.4.2.2 The Proposer must provide a plan for increasing student matriculation into the University. Include documentation on the number of student matriculations with institutions similar to the University after completion of its Program. If a Proposer does not have a history with a university similar to TTU, the Proposer must supply projections and the basis for those projections. The Proposer should address special needs of students who have academic needs in other subjects.
- 6.4.2.2 The Proposer must have a proven ability to internationally recruit students into the English Language Program at the University. The Proposer must provide recruiting relationships they have in other countries. Documentation on the number of students they have with institutions similar to the University is also required. If a proposer does not have a history with a university similar to the University, they must supply projections and the basis for those projections. Requirement says that they must recruit students into the English Language Program.
- 6.4.2.3 Proposer shall provide information regarding the size and structure of its proposed staff both at the beginning of the program, as well as its plans for proposed Program growth. The Contractor is responsible for staffing a Student Services Coordinator, whose responsibilities will involve but not be limited to, 24-hour call support, logistical advice, as well as other student requests or services.
- 6.4.2.4 The Contractor will act as support of any logistical arrangements by the student for travel to the United States and airport pickup services from Nashville International Airport or McGhee Tyson Airport in Knoxville, TN. The Contractor shall also provide all transportation for students to and from campus as necessary, for students not living in on-campus housing.
- 6.4.2.5 The Contractor must be an official testing site for the paper TOEFL examination.
- 6.4.2.6 The Contractor must require its students to be insured with adequate medical insurance which covers repatriation and medical evacuation. (Note: Program participants who have been admitted to the University qualify for international student insurance currently available through Pearce & Pearce, via its contract with the Tennessee Board of Regents.)
- 6.4.2.7 The Contractor must offer its students campus orientation, counseling, programming, and academic support.
- 6.4.2.8 The University shall offer meal plans for purchase by Program participants through its Food Services vendor at a rate similar to other University students.
- 6.4.2.9 The University has many student services available on campus for additional charges per student. These services will be required as an advantage for the international students to become familiar with the campus and communicate with other University students. Examples of these services include recreation center, computer access and labs, swimming pool, and library access.
- 6.4.2.10 It shall be the responsibility of the Contractor to perform its contractual duties on an ongoing basis as specified in the Contract. Failure to do so is considered a breach of contract. If the University feels that the Contractor is not performing its obligations at a satisfactory level, including exercising its best efforts for recruiting and maximizing the growth potential of the Program in a manner consistent with the University's best interest, the University will notify the Contractor of its concerns in writing. With the notification, the University shall identify areas of improvement and will specify a time within which the Contractor shall cure such breach of contract. Should satisfactory improvement not be made, at the sole discretion of the University, the University shall have the right to terminate the contract with 30 days notice, after which time the Contractor must vacate the University's premises and shall

immediately pay any monies due to the University pursuant to the Contract at that time. Notwithstanding the above, the Contractor shall not be relieved of liability to the University for damages sustained by virtue of any breach of this Contract by the Contractor.

### **6.4.3 Technical Proposal – Recruitment Requirements**

6.4.3.1 The Proposer must have a proven ability to internationally recruit students into the TTU IEP. The University desires a large, diverse recruitment base. The Proposer must provide a listing of recruiting relationships they currently have in other countries and provide information as to how the Proposer plans to use its diverse base to recruit students to the TTU IEP and ultimately lead to an increase into the University's degree seeking programs.

6.4.3.2 The Contractor is responsible and must provide staffing and procedures to follow all requirements provided by the Department of Homeland Security to warrant International Students in the United States.

6.4.3.3 The Proposer must be SEVP (Student Exchange Visitor Program) Certified and permitted to admit non-immigrant students.

### **6.4.4 Technical Proposal – Space (Office, Instructional and Housing) and Supplies Requirements**

6.4.4.1 The University will supply dedicated classroom, storage, and office space to the Contractor for its use. Temporary office space will be available in the University Services Building beginning May, 2010. Additional instructional space will be available for the summer 2010 semester in Kittrell Hall and South Hall. The University plans to permanently relocate the IEP to the Prescott Middle School, a property which will become available to TTU beginning the summer of 2011. A floor plan of the University Services Building space is attached.

6.4.4.2 The Contractor is responsible for supplying all instructional materials necessary for the operation of the IEP. This includes, but may not be limited to, text books, equipment including copy machine(s), office computers, student lab computers, and any other instructional support materials and equipment.

6.4.4.3 The Contractor will pay the University monthly service billings for services including postal charges, Internet and telephone access.

6.4.4.4 The Proposer must present a housing plan for its students. The Proposer has the option of making arrangements with TTU's Residential Life or a local housing vendor to supply off-campus housing for the students. If the Proposer chooses to contract with an off-campus housing vendors, the living quarters must be within walking distance to the TTU campus. Linens, cookware, and other necessary items not supplied by the housing facility will be the responsibility of the Contractor. The Contractor is responsible for periodic cleaning of all student housing, and for cleaning between resident rental periods at the housing facilities.

### **6.4.5 Additional Services**

Proposer may offer services in addition to those required by and described in this RFP. The additional services may be added to the Contract before contract signing at the sole discretion of the University. Revenue/pricing information associated with additional services must be provided ONLY IN THE FINANCIAL PROPOSAL. Please note that proposed additional services will not be used in evaluating the proposal.

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A		
PROPOSER NAME:		
<b>SECTION A — MANDATORY REQUIREMENTS</b>		
<p>The Proposer must address ALL Mandatory Requirements section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). The RFP Coordinator will review all mandatory requirements, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>▪ Proposal received on or before the Proposal Deadline.</li> <li>▪ Technical Proposal copies and Financial Proposal packaged separately.</li> <li>▪ Technical Proposal contains NO pricing data.</li> <li>▪ Proposer did NOT submit multiple proposals in a different form.</li> <li>▪ Technical Proposal does NOT contain any restrictions of the rights of the University or other qualification of the proposal.</li> </ul> <p>The RFP Coordinator will also review the proposal to determine if the Mandatory Requirement Items (below) are met and mark each with pass or fail. For each requirement that is not met, the Proposal Evaluation Team must review the proposal and attach a written determination.</p> <p><b>NOTICE:</b> In addition to these requirements, the University will also evaluate compliance with ALL RFP requirements.</p>		
Proposal Page # (to be completed by Proposer)	Mandatory Requirement	University Use ONLY
		Pass/Fail
	<p><b>A.1</b> Provide the Technical Transmittal and Statement of Certifications and Assurances (in RFP Attachment 6.3) completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract.</p> <p><b><i>Each Proposer <u>must</u> sign the Technical Transmittal and Statement of Certifications and Assurances without exception or qualification.</i></b></p>	
	<p><b>A.2</b> Provide the following as documentation of financial responsibility and stability:</p> <ul style="list-style-type: none"> <li>• A current written bank reference, in the form of a standard business letter, indicating that the Proposer’s business relationship with the financial institution is in a positive standing;</li> <li>• Two (2) current written, positive credit references, in the form of standard business letters, from vendors with which the Proposer has done business or documentation of a positive credit rating determined by an accredited credit bureau within the last six (6) months.</li> <li>• A copy of a valid certificate of insurance indicating liability insurance in the amount of at least \$3,000,000 in the aggregate.</li> </ul>	

	<p><b>A.3</b> Provide the following as required documentation:</p> <ul style="list-style-type: none"><li>▪ Minority/Ethnicity Form</li><li>▪ Vendor Number: _____ (Vendor number is issued upon successful completion of online vendor registration at <a href="http://www.tntech.edu/purchasing">www.tntech.edu/purchasing</a>)</li></ul>	
	<p><b>A.4</b> Provide a Statement of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (<i>e.g.</i>, employment by the State of Tennessee) and, if so, the nature of that conflict.</p> <p><b><i>Any questions of conflict of interest shall be solely within the discretion of the University, and the University reserves the right to cancel any award.</i></b></p>	

<b>TECHNICAL PROPOSAL &amp; EVALUATION GUIDE — SECTION B</b>	
<b>PROPOSER NAME:</b>	
<b>SECTION B — QUALIFICATIONS &amp; EXPERIENCE</b>	
<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 University employees, will independently evaluate and score the proposal’s “qualifications and experience” responses.</p>	
Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	<p><b>B.1</b> 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, and telephone number of the person the University should contact regarding the proposal.</p>
	<p><b>B.2</b> Provide a Statement of whether there have been any mergers, acquisitions, or sales of the Proposer’s company within the last ten (10) years, and if so, an explanation providing relevant details.</p>
	<p><b>B.3</b> Provide a statement of whether the Proposer or any of the Proposer’s employees, agents, independent contractors or subcontractors have been convicted of, pled guilty to, or pled nolo contendere to any felony, and if so, an explanation providing relevant details.</p>
	<p><b>B.4</b> Provide a Statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer’s performance in a contract under this RFP.</p>
	<p><b>B.5</b> Provide a statement of whether, in the last ten (10) years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.</p>
	<p><b>B.6</b> Provide a statement of whether there are any pending Securities and 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.</p>
	<p><b>B.7</b> Provide a brief descriptive statement indicating the Proposer’s credentials to deliver the services sought under this RFP.</p>
	<p><b>B.8</b> Indicate how long the Proposer has been performing the services required</p>

	by this RFP and include the number of years in business.
	<b>B.9</b> Indicate the Proposer's number of employees, client base and locations of offices.
	<b>B.10</b> Provide a narrative description of the proposed project team and its organizational structure. Lists its members and include resumes for each.
	<b>B.11</b> Provide a statement of whether the Proposer intends to use subcontractors and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform.
	<p><b>B.12</b> Provide a listing of all higher education institutions where Proposer currently operates an ESL/IEP program. Include the following information for each:</p> <ul style="list-style-type: none"> <li>• Length of time Proposer has operated program at this site;</li> <li>• Number of program participants for each year during its operation (to demonstrate program viability and growth);</li> <li>• Name and contact information of University administrator(s) who work closely with the Program and is/are best qualified to provide comments regarding the Program.</li> <li>• <i>Note: The University reserves the right to visit any campus where the Proposer currently operates an ESL program to ascertain information with respect to the Program's operation and success, as determined by the campus community.</i></li> </ul>
	<b>B.13</b> Provide a listing of all higher education institutions in the US where Proposer has operated an ESL program. Give reason for termination of contract and the name and contact information of the primary contact person at the University regarding the program.
<i>(Maximum Section B Score = 450)</i>	
<b>SCORE (for <u>all</u> Section B items above, B.1 through B.13):</b>	

<b>TECHNICAL PROPOSAL &amp; EVALUATION GUIDE — SECTION C</b>						
<b>PROPOSER NAME:</b>						
<b>SECTION C — TECHNICAL APPROACH</b>						
<p>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 University 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:</p> <p style="text-align: center;"><i>0 = little value      1 = poor      2 = fair      3 = satisfactory      4 = good      5 = excellent</i></p>						
Proposal Page # (to be completed by Proposer)	Technical Approach Items			University Use ONLY		
				Possible Points	Raw Score	Weighted Score
	<p><b>C.1 Overview.</b> TTU is seeking proposals for an experienced and qualified Contractor to operate an Intensive English Language Program (IEP) on its campus, using its own personnel. The Program shall enable international students from various regions of the world to matriculate into a degree-seeking program at TTU. The Contractor's Program shall 1) offer Program participants a complete Accredited English language training program that is capable of assisting entering students with various language backgrounds and varying levels of English proficiency earn TOEFL scores required for admission to the University; 2) possess the proven ability to recruit appropriate international students, and 3) contain a complete processing component to deal with all logistical issues necessary to ensure that the students are able to transfer from their home country to the University's facility. The Program must have SEVIS approval to admit non-immigrant students and issue documents to support student visas. The TTU IEP is expected fulfill a need for international students to interact with American students and vice versa through the following objectives:</p> <p style="margin-left: 40px;"><u>Objective 1.</u> Program participants will be offered a 4- or 6- or 8-week morning/early afternoon Intensive English as a Second Language (ESL) program focused on increasing proficiency of the Program participants in English language skills (speaking, listening reading, and writing) and also improving their test taking skills to be applied toward the Test of English as a Foreign Language (TOEFL) exam. Through the Program, participants will:</p> <p style="margin-left: 80px;">e) Facilitate, maintain and imitate clear inflection in conversation to improve speaking skills;</p>					

	<ul style="list-style-type: none"> <li>f) Incorporate English vocabulary into conversation, acknowledge statements and respond to questions to improve listening skills;</li> <li>g) Improve English language vocabulary and reading skills eloquently in the context of engagement through a cultural reader text;</li> <li>h) Convey ideas through keyboarding and writing instruments to improve writing and technical skills to enhance competency and comfort with test taking techniques on the TOEFL test.</li> </ul> <p><u>Objective 2.</u> Program participants shall develop increased English language confidence and skills through cultural enrichment opportunities arranged as a part of the Program by the Contractor, such as afternoon/evening field trips, guest lectures, and interactive opportunities with organizations such as International Community Hospitality Association, Rotary, World Affairs Council and the University Services Center for Service Learning and Community Service. Through these extracurricular activities participants will:</p> <ul style="list-style-type: none"> <li>f) Develop cultural awareness and perspective by visiting regional points of interest;</li> <li>g) Participate in on-site social events;</li> <li>h) Experience free time for exploration and participate in local activities;</li> <li>i) Attend seminars from guest speakers (role models) living near the University but hailing from countries within the above referenced geographic regions; and</li> <li>j) Improve understanding of American culture through academic and social components.</li> </ul> <p><b>Proposer shall provide a narrative response as to its understanding of the above requirements and how it proposes to meet the University’s needs in the areas noted above.</b></p>			
	<p><b>C.2 Operational and Service Requirements:</b></p> <p>C.2.1 The Contractor must have an accredited English Language Curriculum, preferably by Accreditation Council for Continuing Education and Training (ACCET) or The Commission on English Language Program Accreditation (CEA). The Contractor must provide documentation on the levels of instruction, format, and amount of time necessary for students to become proficient enough to earn appropriate TOEFL scores. This documentation should be based on historical data from current programs at institutions similar to the University.</p>			

	<p>C.2.2 The Proposer must provide a plan for increasing student matriculation into the University. Include documentation on the number of student matriculations with institutions similar to the University after completion of its Program. If a Proposer does not have a history with a university similar to TTU, the Proposer must supply projections and the basis for those projections. The Proposer should address special needs of students who have academic needs in other subjects.</p>			
	<p>C.2.3 The Proposer must have a proven ability to internationally recruit students into the English Language Program at the University. The Proposer must provide recruiting relationships they have in other countries. Documentation on the number of students they have with institutions similar to the University is also required. If a proposer does not have a history with a university similar to the University, they must supply projections and the basis for those projections. Requirement says that they must recruit students into the English Language Program.</p>			
	<p>C.2.4 Proposer shall provide information regarding the size and structure of its proposed staff both at the beginning of the program, as well as its plans for proposed Program growth. The Contractor is responsible for staffing a Student Services Coordinator, whose responsibilities will involve but not be limited to, 24-hour call support, logistical advice, as well as other student requests or services.</p>			
	<p>C.2.5 The Contractor will act as support of any logistical arrangements by the student for travel to the United States and airport pickup services from Nashville International Airport or McGhee Tyson Airport in Knoxville, TN. The Contractor shall also provide all transportation for students to and from campus as necessary, for students not living in on-campus housing.</p>			
	<p>C.2.6 The Contractor must be an official testing site for the TOEFL examination.</p>			
	<p>C.2.7 The Contractor must require its students to be insured with adequate medical insurance which covers repatriation and medical evacuation. (Note: Program participants who have been admitted to the University qualify for international student insurance currently available through Pearce &amp; Pearce, via its contract with the Tennessee Board of Regents.)</p>			
	<p>C.2.8 The Contractor must offer the students: campus orientation, counseling, programming, and academic support.</p>			
	<p>C.2.9 The University shall offer meal plans for purchase by Program participants through its Food Services vendor at a rate similar to other University students.</p>			
	<p>C.2.10 The University has many student services available on campus for additional charges per student. These services will be required as an advantage for the international students to become familiar with the campus and communicate with other University students. Examples of these services include recreation center, computer access and labs, swimming pool, and library access.</p>			

	<p>C.2.11 With this contract the University seeks to partner with a Contractor who can provide the best services in a manner that best suits the needs of the University with respect to recruitment and retention of students of the Program. While the University understands and agrees that the Contractor is engaged in an independent business and the University shall have no right to direct or control the manner in which the Contractor conducts the Program, the Contractor agrees to adequately perform its contractual duties on an ongoing basis as specified in the Contract. Failure to do so shall be considered a breach of contract. If the University feels that the Contractor is not performing its obligations at a satisfactory level, including exercising its best efforts for recruiting and maximizing the growth potential of the Program in a manner consistent with the University's best interests, the University will notify the Contractor of its concerns in writing. With the notification, the University shall identify areas of improvement and will specify a time within which the Contractor shall cure such breach of contract. Should satisfactory improvement not be made, at the sole discretion of the University, the University shall have the right to terminate the contract with 30 days notice, after which time the Contractor must vacate the University's premises and shall immediately pay any monies due to the University pursuant to the Contract at that time. Notwithstanding the above, the Contractor shall not be relieved of liability to the University for damages sustained by virtue of any breach of this Contract by the Contractor.</p>			
	<p><b>C.3 Recruitment Requirements</b></p> <p>C.3.1 The Proposer must have a proven ability to internationally recruit students into the TTU IEP. The University desires a large, diverse recruitment base. The Proposer must provide a listing of recruiting relationships they currently have in other countries and provide information as to how the Proposer plans to use its diverse base to recruit students to the TTU IEP and ultimately lead to an increase into the University's degree seeking programs.</p>			
	<p>C.3.2 The Contractor is responsible and must provide staffing and procedures to follow all requirements provided by the Department of Homeland Security to warrant International Students in the United States.</p>			
	<p>C.3.3 The Proposer must be SEVP (Student Exchange Visitor Program) Certified and permitted to admit non-immigrant students.</p>			
	<p><b>C.3 Space (Office, Instructional and Housing) and Supplies Requirements</b></p> <p>C.3.1 The University will supply dedicated classroom, storage, and office space. The Proposer must provide a complete description of all office, storage, and classroom space required. This shall include the number of offices, computer lab, and classroom space including size requirements. Temporary office space will be available in the University Services Building beginning May, 2010. Additional instructional space will be available for the</p>			

	summer 2010 semester in Kittrell Hall and South Hall. The University plans to permanently relocate the IEP to the Prescott Middle School, a property which will become available to TTU beginning the summer of 2011. A floor plan of the University Services Building space is attached. See Attachment 6.9.			
	C.3.2 The Contractor is responsible for supplying all instructional materials necessary for the operation of the IEP. This includes, but may not be limited to, text books, equipment including copy machine(s), office computers, student lab computers, and any other instructional support materials and equipment.			
	C.3.3 The Contractor will pay monthly service billing for services including postal charges, Internet access and telephone service.			
	C.3.4 The Proposer must present a proposed housing plan for its students. The Proposer has the option of making arrangements with TTU's Residential Life or a local housing vendor to supply off-campus housing for the students.			
	<b>C.4 Program Requirements (Proposer shall provide responses as to its capabilities/proposals in order to meet the following criteria.)</b>			
	C.4.1 Contractor shall provide a 4-, 6-, or 8-week morning/early afternoon academic program.			
	C.4.2 The comprehensive Program will offer a minimum of six (6) levels of instruction in a 4-, 6- or 8-week program for the participants beginning in the summer (May/June) of 2010.			
	C.4.3 Goals of the Program will include improvement of English language skills (speaking, listening, reading and writing) and improvement of students' test taking skills to be applied towards TOEFL.			
	C.4.4 The Program shall develop increased English language confidence and skills through cultural enrichment opportunities with afternoon/ evening field trips, guest lectures and interactive opportunities with organizations in addition to classroom observation.			
	C.4.5 The classes shall be designed to develop the student's proficiency in the English language in an academic setting and extend the student's competence in basic communication skills. The student will build on his or her awareness of and use of basic English structure and vocabulary with an aim to improve writing skills in an academic setting.			
	C.4.6 The Program will provide an orientation for the students that demonstrates its commitment to multi-ethnicity and multiculturalism through a discussion of topics.			
	C.4.7 The Program shall improve understanding of American culture through academic and social components. Focused enrichment activities and opportunities will be available for Program participants to enhance and supplement the formal academic program.			
	C.4.8 Proposer must have demonstrated experience working with on- and off-campus offices/organizations to develop student			

	interactive programming and multicultural events.			
	C.4.9 Provide a listing of agents to illustrate your network for recruiting students and how the TTU IEP will assist in continued support of TTU's goals for student recruitment.			
	C.4.10 The Proposer shall meet all USCIS and DHS requirements for issuance of I-20.			
	<p><b>C.5 Additional Services</b></p> <p>C.5.1 Proposer may offer services in addition to those required by and described in this RFP. The additional services may be added to the Contract before contract signing at the sole discretion of the University. Proposed additional services are listed for informational purposes only and will not be used in evaluation the proposals.</p> <p>Revenue/pricing information associated with additional services must be provided <b>ONLY IN THE FINANCIAL PROPOSAL</b>. An example of an additional service that would be included only in the financial proposal includes scholarship opportunities for students who would not have the opportunity to finance an Intensive ESL program on their own.</p>		n/a	n/a
<b>Total Raw Weighted Score:</b> <i>(sum of Raw Weighted Scores above for Sections C.1 through C.4)</i>				

## ATTACHMENT 6.6 – FINANCIAL PROPOSAL & SCORING GUIDE

FINANCIAL PROPOSAL & SCORING GUIDE																									
NOTICE TO PROPOSER: This Financial Proposal MUST be completed EXACTLY as shown.																									
PROPOSER NAME:																									
SIGNATURE & DATE:																									
NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer company president, evidence SHALL be attached showing the Signatory's authority to bind the Proposer.																									
<b>SECTION A — Financial Proposal &amp; Scoring Guide</b>																									
<b>FINANCIAL PROPOSAL SCHEDULE</b>																									
<p>The proposed revenue, detailed below, shall indicate the proposed revenue for the entire scope of service including all services to be provided as defined in the RFP Attachment 6.2. Pro Forma Contract, Scope of Services for the total contract period. The proposed revenue and the submitted technical proposal associated with this revenue shall remain valid for at least 120 days subsequent to the date of the Financial Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the University. All monetary amounts are United States currency.</p> <p>*****</p> <p>The Proposer must present a detailed financial plan of gross profit from tuition to the University. It shall be the Contractor's responsibility to collect student fees, including housing, and pay all amounts due the University prior to registration of student. (Note: A non-refundable housing deposit is due the University at least 30-days prior to start of University semester for which the student will be enrolled.) Student tuition costs to the proposer and the percentage of those tuition costs that return to the University must be clearly identified (Use additional sheets as necessary to provide details of cost/revenue), using this table to provide summary of net revenue to be paid to the University on an annual basis. Include any proposed guarantee of revenue and/or per student fee to be paid to the University by the Contractor.</p> <p>Because of the University's commitment of services to the Program, a minimum \$10,000 per year guarantee is required to be paid to the University by the Contractor. At the end of the contract year, such guarantee will be applied to the total due the University from the Contractor, as a result of operations. All payments shall be made at frequencies as determined by the University and the Contractor and shall be paid within 30 days following the determination of the amount owed.</p> <p>FOR PURPOSES OF EVALUATION ONLY, PROPOSERS SHALL USE THE FOLLOWING PROJECTED ENROLLMENT NUMBERS. THESE NUMBERS DO NOT REPRESENT A COMMITMENT ON BEHALF OF EITHER PARTY, BUT ARE TO BE USED AS A TOOL TO ADEQUATELY AND FAIRLY EVALUATE THE PROPOSALS (Note: Numbers listed below assume a 15% growth rate in student enrollment in each year following Year 2):</p>																									
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">CONTRACT YEAR</th> <th style="text-align: left; border-bottom: 1px solid black;">PROJECTED ENROLLMENT</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">1</td><td>30 Students</td></tr> <tr><td style="text-align: center;">2</td><td>50 Students</td></tr> <tr><td style="text-align: center;">3</td><td>58 Students</td></tr> <tr><td style="text-align: center;">4</td><td>66 Students</td></tr> <tr><td style="text-align: center;">5</td><td>76 Students</td></tr> </tbody> </table>	CONTRACT YEAR	PROJECTED ENROLLMENT	1	30 Students	2	50 Students	3	58 Students	4	66 Students	5	76 Students	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">CONTRACT YEAR</th> <th style="text-align: left; border-bottom: 1px solid black;">PROJECTED ENROLLMENT</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">6</td><td>87 Students</td></tr> <tr><td style="text-align: center;">7</td><td>101 Students</td></tr> <tr><td style="text-align: center;">8</td><td>116 Students</td></tr> <tr><td style="text-align: center;">9</td><td>133 Students</td></tr> <tr><td style="text-align: center;">10</td><td>153 Students</td></tr> </tbody> </table>	CONTRACT YEAR	PROJECTED ENROLLMENT	6	87 Students	7	101 Students	8	116 Students	9	133 Students	10	153 Students
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Revenue Item Description (to be completed by Proposer)	Proposed Revenue					University Use ONLY		
	Year 1	Year 2	Year 3	Year 4	Year 5	Sum	Possible Points Score	Points Awarded

	Proposed Revenue					University Use ONLY		
	Year 6	Year 7	Year 8	Year 9	Year 10	Sum	Possible Points Score	Points Awarded

<p><i>The RFP Coordinator shall use the evaluation revenue amount derived from the proposed revenue amounts above and the following formula to calculate the FINANCIAL PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.</i></p>							<p><b>Evaluation Revenue Amount:</b> <i>(sum of all weighted revenue amounts above)</i></p>		
<p><b>Lower Evaluated Financial Proposal</b></p> <hr/> <p><b>Highest Evaluated Financial Proposal</b></p>					<p><b>X 300</b> <i>(maximum section score)</i></p>		<p><b>= SCORE:</b></p>		

**PROPOSAL SCORE SUMMARY MATRIX**

RFP Coordinator		Date					
<b>QUALIFICATIONS &amp; EXPERIENCE</b> Maximum Points: 25	PROPOSER NAME		PROPOSER NAME		PROPOSER NAME		
EVALUATOR NAME							
EVALUATOR NAME							
EVALUATOR NAME							
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		
<b>TECHNICAL APPROACH</b> Maximum Points: 45	PROPOSER NAME		PROPOSER NAME		PROPOSER NAME		
EVALUATOR NAME							
EVALUATOR NAME							
EVALUATOR NAME							
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>		
<b>COST PROPOSAL</b> Maximum Points: 30	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>		
<b>PROPOSAL SCORE</b> Maximum Points: 100	<b>TOTAL SCORE:</b>		<b>TOTAL SCORE:</b>		<b>TOTAL SCORE:</b>		

**PERFORMANCE BOND**

The Surety Company issuing bond shall be licensed to transact business in the State of Tennessee by the Tennessee Department of Commerce and Insurance. Bonds shall be certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached.

**KNOW ALL BY THESE PRESENTS:**

That we,

---

(Name of Principal)

---

(Address of Principal)

as Principal, hereinafter called the Principal, and

---

(Name of Surety)

---

(Address of Surety)

as Surety, hereinafter call the Surety, do hereby acknowledge ourselves indebted and securely bound and held unto the State of Tennessee as Obligee, hereinafter called the Obligee, and in the penal sum of

\$

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(Dollar Amount of Bond)

good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

**BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:**

**WHEREAS**, the Obligee has engaged the Principal for a sum not to exceed

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(Contract Maximum Liability)

to complete Work detailed in the Scope of Services detailed in the State of Tennessee Request for Proposal bearing the RFP Number:

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(RFP Number)

a copy of which said Request for Proposal and the resulting Contract are by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein.

**NOW, THEREFORE**, if the Principal shall fully and faithfully perform all undertakings and obligations under the Contract hereinbefore referred to and shall fully indemnify and hold harmless the Obligee from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Obligee any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material, and Work used by the Principal and any immediate or remote subcontractor or furnisher of material under the Principal in the performance of said Contract, in lawful money of the United States of America, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

**AND** for value received, it is hereby stipulated and agreed that no change, extension of time, alteration, or addition to the terms of the Contract or the Work to be performed there under or the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration, or addition to the terms of the Contract or the Work or the specifications.

**IN WITNESS WHEREOF** the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ .

**WITNESS:**

\_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Authorized Signature of Principal)

\_\_\_\_\_  
(Signature of Attorney-in-Fact)

\_\_\_\_\_  
(Name of Signatory)

\_\_\_\_\_  
(Name of Attorney-in-Fact)

\_\_\_\_\_  
(Title of Signatory)

\_\_\_\_\_  
(Tennessee License Number of Surety)