



Austin Peay
State University
Request for Proposals

Title: Web Content Management

RFP #: 22-007

Issue Date: Wednesday, June 9, 2021

Due Date: Thursday, July 8, 2021 @ 4:30 pm

Electronic copies of this Request for Proposal available by contacting ap-bids@apsu.edu.

**PROPOSAL COVER AND CERTIFICATION FORM
SUBMITTED IN RESPONSE TO THE REQUEST FOR PROPOSAL: Procurement**

**Austin Peay State University
505 York Street
P.O. Box 4638
Clarksville, TN 37040**

RFP Number: 22-007

**Technical and Cost Proposals
Due OPENING DATE: Thursday, July 8, 2021
CENTRAL TIME: 4:30 PM (CST)**

APSU Bid Site: www.apsu.edu/procurement

I certify that this proposal is made without prior understanding, agreement, or connection with any persons, firm or corporation submitting a proposal for this RFP and is in all aspects fair and without collusion or fraud. I certify that I am authorized to sign this proposal for the Vendor.

I further certify that the submission of this proposal shall be deemed acceptance of all the terms and conditions of this RFP, except as may be specifically provided otherwise in the proposal.

Date: _____

Federal Identification Number: _____

Place of Incorporation or organization: _____

Name of Proposer: _____

Mailing Address: _____

City, State: _____ Zip Code: _____

Telephone: _____

Fax: _____

E-mail: _____

By: Authorized Signature (Signed) _____

Title: _____

Authorized Signature (Typed) _____

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

Section 1 – Introduction

Purpose, Background and Scope

The Institution intends to secure a contract for replacement for its current web content management system. The Institution also seeks migration services, developer services and content support services.

RFP Communications

Communication about this solicitation with employees or officials of the Austin Peay State University other than the Solicitation Coordinator listed below may result in disqualification from this procurement process. The University has discretion in making this determination.

All questions must be received at least ten (10) business days before the solicitation deadline. Generally, the University will publish responses to all questions. Any oral communications will be considered unofficial and non-binding. Only the University's written responses will be considered binding.

Suzanne Desrochers
Austin Peay State University
681 Summer Street, Clarksville, Tennessee 37040 (if mailing via UPS or FEDEX)
PO Box 4638, Clarksville, TN 37044 (if mailing USPS)
(931) 221-7022
(931) 221-6300
ap-bids@apsu.edu or desrocherss@apsu.edu

*All questions and bid proposals must be submitted to ap-bids@apsu.edu.

Term

The term of the agreement resulting from this solicitation will be for a one year contract with four (4) one year renewals for a total of five (5) years.

The University anticipates that the contract will start on July 1, 2021.

Number of Awards

The University intends to award this solicitation to a single Respondent unless the University deems it to be in its best interest to make the award to a smaller or larger number of Respondents. The University will have discretion over this decision.

Extension of the Award

The resulting agreement is open to any organization, provided Respondent agrees. Any university, college, school, or government agency (third-party entity) may purchase under this agreement. The third-party entity may negotiate its own terms with the Respondent.

Non-Exclusive

The University will promote the use of the resulting agreement; however, the University does not guarantee that all purchases for the products and/or services available under any award will be made exclusively from the Supplier. Also, the resulting agreement will not obligate the University to make any purchases from Supplier.

Schedule

The University may change these dates.

Question deadline	June 23, 2021
Submission deadline	July 8, 2021

Section 2- Instructions and Evaluation Criteria

Assistance to Respondents with a Disability

In the event that a Respondent has a disability, the University will make reasonable accommodation to allow them to participate provided that they contact the Solicitation Coordinator no later than 10 days

before the proposal deadline.

Proposal Submission

Proposals must be submitted electronically through Procurement's email address in accordance with these directions:

1. Respondents **must not** include any cost information in the Technical Proposal.
2. **NOTICE: NO COST/REVENUE OR PRICING INFORMATION SHALL BE INCLUDED IN THE TECHNICAL PROPOSAL. THIS INCLUDES REFERENCES TO ITEMS THAT ARE INCLUDED "FREE" OR "AT NO ADDITIONAL COST", ETC. INCLUSION OF COST/REVENUE OR PRICING INFORMATION IN THE TECHNICAL PROPOSAL MAY MAKE THE PROPOSAL NON-RESPONSIVE, AND THE INSTITUTION MAY REJECT IT, AT ITS SOLE DISCRETION.**
3. Cost and Technical Proposals must be password protected as individual files.
4. Respondent's proposed cost must remain firm for a period of at least 120 days from the University's notice of intent to award.
5. The University will not accept late bids.

Confidential Information

Any proprietary or confidential materials contained in the proposal will be subject to the Tennessee Public Records Act, Tenn. Code Ann. §10-7-503. All responses and correspondence relating to, or in reference to, this solicitation, and all other documentation submitted by the Respondents will become the property of the University. All proposal material submitted and evaluation documents will remain confidential, as provided by law, until after the University announces the notice of intent to award. The University will not agree to provide advance notice of disclosure. The University is not bound by Respondent's confidentiality notices. After the notice to award, all materials submitted are open for inspection.

Proposal Preparation Costs

Respondent is responsible for all costs associated with this solicitation.

Withdrawal of Proposals

Respondent may withdraw its proposal by sending a written request to the solicitation coordinator before the solicitation deadline. Respondent may resubmit a proposal if done before the submission deadline.

Acceptance and Rejection of Proposals

The University may accept or reject any proposal. The University may re-solicit proposals, or continue with the current supplier.

Evaluation Process

A. Mandatory and Technical Evaluations

An evaluation committee will review all proposals that meet this solicitation's mandatory requirements. After the committee scores technical proposals, the committee may select the highest scoring Respondent(s) to give a presentation, if requested.

B. Presentations –

Proposers submitting proposals that meet the mandatory requirements and who receive the highest pre-presentation technical proposal scores by the evaluation team will be designated as Finalists. Only Finalists will be invited to enter the presentation phase of the evaluation process. In order to be considered for an award, Finalists must deliver a presentation as described in this Section. The only Cost Proposals that will be opened and scored will be those for Finalists who deliver a presentation.

C. Cost Evaluations

Procurement Services will not forward the cost proposals to the evaluation committee until after the evaluation committee completes scoring of the technical proposals. The cost scores and the committee's technical scores will be combined to determine the best outcome for the Institution.

D. Scores

Scores will be calculated based on the following:

Qualifications and Experience:	400
Technical Proposal:	200
Presentations	100
Cost Proposal:	300
Total Points:	1000

D. Award

The University will make an award in its best interest; this might result in a situation where the University does not award to the Respondent offering the lowest cost, or to a Respondent other than the highest-scoring Respondent. The University may negotiate terms and alter the scope with the highest scoring Respondent. If the University is unable to mutually agree with a Respondent, the University may reject the proposal and negotiate with the next highest-scoring Respondent. Procurement Services is the only office authorized to award a purchase order or contract. The University is not obligated to make an award through this solicitation.

Notice of Intent to Award

At the conclusion of the evaluation process, the University will issue an intent to award letter.

Section 3- Technical Requirements

Instructions

For Respondent's technical proposal use this Word document to provide the required information. Respondents must complete each item in order. The University may disqualify incomplete proposals.

A. Mandatory Items

A.1 Provide the Statement of Certifications and Assurances (completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification. (Attachment 6.2)

A.2 Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (*e.g.*, employment by the State of Tennessee) and, if so, the nature of that conflict.

NOTE: Any questions of conflict of interest shall be solely within the discretion of the Institution, and the Institution reserves the right to cancel any award.

A.3 Provide a current bank reference indicating that the Proposer's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, on bank letterhead, signed, and dated within the past three (3) months.

A.4. Provide **EITHER**:

(a) an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.);

OR

(b) a Dun & Bradstreet short-form report, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer.

A.5 Provide a Minority/Ethnicity Form

<https://www.apsu.edu/procurement/files/minority-ethnicity-form.pdf>

A.6. Provide a copy of a current certificate of liability insurance. If Proposer's current limits/coverages do not meet the requirements of Section E.5 of Pro Forma, prior to contract award, the successful Proposer will be required to submit a valid, current certificate of insurance that meets the requirements of Section E.5 of Pro Forma.

B. General Qualifications and Experience

1. Detail the name, e-mail address, mailing address, and telephone number of the person the University will contact regarding the response.
2. Describe the Respondent's number of employees, client base, and location of offices.
3. Provide a statement explaining any mergers, acquisitions, or change of control of the Respondent within the last 10 years. Provide a statement explaining any planned mergers, acquisitions, or changes of control.
4. Provide a list of the names of key people who the Respondent will assign to meet the Respondent's requirements under this solicitation. Include a resume for each of the people listed.
5. Describe if Respondent will need to subcontract any work required by this solicitation.
6. Provide documentation of the Respondent's commitment to diversity and indicate if Respondent is registered with the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at <https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265> for more information.
7. Describe Respondent's current contracts with the University, the State of Tennessee, Tennessee Board of Regents schools, or other colleges or universities within the state of Tennessee. Describe any such contracts within the previous five (5) year period.
8. Describe any current or pending litigation against Respondent. Disclose any past criminal offenses, civil proceedings, debarments, or suspensions involving Respondent's officers or directors, or individuals Respondent will assign to meet the Respondent's requirements under this solicitation.

C. Technical Requirements

Section 1: WCMS Specifications

Web Content Management System with migration and content developer support

Austin Peay State University (APSU) is seeking a renewal or replacement for its current web content management system (OmniUpdate). As part of this bidding process, the following are required of any vendors:

1. Must be a commercial system, not open source
2. In business for at least 10 years and have a patent
3. Higher-education focused
4. Business and support function sites
 - A separate secure site section will be developed to contain university work content issues, such as work process forms, employee info, or other internal work related web content with separate user login.
5. Support
 - 24/7 Service level support for developer and technical support via web and phone
 - Monday through Friday content creator support, 7 a.m.-6 p.m. CST via web and phone
 - Content creation and maintenance training provided online weekly for first 12 months of service via web and phone
 - System must be able to handle peak web traffic
 - Able to offer developer assistance packages and troubleshooting
 - Able to offer add-ons, modules, or widgets – have an existing marketplace of these web resources
6. Content viewable
 - Adaptable content versions are mandatory for desktop, laptop and mobile devices, including tablets and smartphones

7. Web Accessibility

The WCMS must comply with APSU Web Publishing Policy for accessibility compliance standards—section 508 of the Federal Register. Specifically, APSU strives to follow WCAG 2.0 A and AA standards. At minimum, all web content for APSU must meet the WCAG 2.0 A standard.

8. Language options

- English

9. System must be capable of embedding video, audio and podcasts.

10. Browser

- Site must be compatible with Internet Explorer, Firefox, Safari, Chrome,

11. Programming Language

- Tools

Site must provide regular checks for the following:

- Broken Links
- Spell Checks
- Accessibility checks (per above web accessibility specifications)
- Site analytics
- Developer test site
- Content audits
- Ability to personalize and connect with CRMs

12. Social media integration

- System must provide ability to integrate social media and single sign-on for social media.

13. Contract-end migration

- Vendor selected must provide access to the university or the university's contracted vendor for migration of all university-owned content from the vendor's system upon end of contract, or termination of contract.

Section 2: Hosting, Storage and Backup

Option 1: Hosted by WCMS provider. Must provide load balancing and disaster recovery backups off-site.

Option 2: Hosted by third-party source

If hosted by third party, WCMS vendor must provide specifications for hosting below.

Section 3 – Cost Proposal

The cost proposal must be in US dollars and must include all possible costs to the University. The proposal with the lowest price gets the total maximum points. Procurement Services will calculate the costs scores based on the following formula:

(lowest cost from all proposals)/(other proposal cost)

× maximum cost points

Identify all costs by year, for five years, to be charged for performing the services necessary to accomplish the objectives of the contract. The Vendor is to submit a fully detailed budget, to include number of estimated hours and their associated hourly rate which shall be inclusive of staff costs, administrative costs, travel costs, and any other expenses necessary to accomplish the tasks and to produce the deliverables under the contract. This budget should include pricing for any consulting, licensing and maintenance agreement pricing, and growth and enhancement pricing.

Item Description

Cost Item Description		Proposed Cost				
Cost Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	
Annual price for Web Content Management System						
Training (All-inclusive) per day for on-site training						
Training (All-inclusive) per day for online training						
Integration						
Content Migration						
Testing						
Support/Helpdesk						
Full site redesign						
Additional Items						
Hosting, Storage and Backup						
Annual price for Hosting of Web Content Management System (Price to include load balancing and disaster recovery backups off-site.						
Annual price for Host by Third-Party Source						

PRO FORMA CONTRACT

The *pro forma* Contract detailed in this attachment contains some “blanks,” signified by descriptions in capital letters, describing material to be added, along with appropriate additional information in the final Contract resulting from this RFP/ITB.

**CONTRACT
BETWEEN THE AUSTIN PEAY STATE UNIVERSITY
AND
[CONTRACTOR NAME]**

This Contract, by and between Austin Peay State University, hereinafter referred to as the “University” and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the “Contractor,” is for the purpose of providing [BRIEF DESCRIPTION OF THE SERVICE], as further defined in the "SCOPE OF GOODS AND/OR 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. The scope of goods and/or services and Contractor’s specific responsibilities are defined in Attachment A of this Agreement.
- A.2. ADD THIS AND ATTACHMENT IF APPLICABLE. The Contractor agrees to provide goods and/or services to the University as well as the eligible institutions listed in Attachment C.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on July 01, 2021 and ending on June 30, 2022. The University shall have no obligation for goods and/or services rendered by the Contractor which are not performed within the specified period.
- B.2. Term Extension. This agreement shall not be extended for more than a five (5) year period.

C. PAYMENT TERMS AND CONDITIONS:

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

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

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

- C.5. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.6. Payment of Invoice. The payment of the invoice by the University shall not prejudice the University's right to object to or question any invoice or matter in relation thereto. Such 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 invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the University, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable goods and/or services.
- C.8. Deductions. The University reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the University any amounts which are or shall become due and payable to the University by the Contractor.
- C.9. Retention of Final Payment. An amount of [WRITTEN DOLLAR AMOUNT] (\$[NUMBER AMOUNT]), representing [WRITTEN NUMBER] percent ([NUMBER] %) of the maximum total compensation payable under this Contract, shall be withheld by the University until [WRITTEN NUMBER] ([NUMBER]) days after final completion of the services to be performed by the Contractor under this Contract.

D. 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 and University policies as shown on the signature page of this Contract.
- 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.
- 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 under this Section D.4 shall not be deemed a Breach of Contract by the University. The University shall give the Contractor at least [WRITTEN NUMBER] ([NUMBER]) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the University be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.5. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the University shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed goods and/or services; provided, however, University shall have the option to give Contractor written notice and a specified period of time in which to cure.

Notwithstanding the above, the Contractor shall not be relieved of liability to 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 goods and/or 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." 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 State constitutional or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Records. The Contractor shall maintain documentation for all charges against 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 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 shall submit brief, annually, 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 goods and/or services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the University, agrees to carry adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- 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. State 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. ADDITIONAL TERMS AND CONDITIONS:

E.1. Communications and Contacts.

The University:

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

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. All communications which relate to any changes to the Contract shall not be considered effective until agreed to, in writing, by both parties.

- E.2. 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. Termination under this Section E.2 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 goods and/or 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.3. Breach. A party shall be deemed to have breached the Contract if any of the following occurs (However, this list is not exclusive):

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

For purposes of this Contract, these items shall hereinafter be referred to as a “Breach.”

a. Contractor Breach— University shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, the University shall have available the remedy of actual damages and any other remedy available at law or equity.
- (2) Liquidated Damages— (Include this section **only** if applicable and add attachment as described below) In the event of a Breach, the University may assess Liquidated Damages. The University shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor’s obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages provisions contained in above referenced, Attachment [NUMBER] and agrees that the amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the University in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the University pursuant to the indemnity provision or other section of this Contract.

The University may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the University exercises its option to declare a Partial Default, or the University terminates the Contract. The University is not obligated to assess Liquidated Damages before availing itself of any other remedy. The University may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or in equity; provided, however, Contractor shall receive a credit for Liquidated Damages previously withheld except in the event of a Partial Default.

- (3) Partial Default— In the event of a Breach, the University may declare a Partial Default. In which case, the University shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the University will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the University may revise the time periods contained in the notice written to the Contractor.

In the event the University declares a Partial Default, the University may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the University of providing the defaulted service, whether said service is provided by the University or a third party. To determine the amount the Contractor is being paid for any particular service, the University shall be entitled to receive within five (5) days any requested

material from Contractor. The University shall make the final and binding determination of the amount.

The University may assess Liquidated Damages against the Contractor for any failure to perform. Upon Partial Default, 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. Contractor agrees to cooperate fully with the University in the event a Partial Default is declared.

- b. University Breach— In the event of a Breach of Contract by the University, the Contractor shall notify the University in writing within 30 days of any Breach of Contract by the University. The notice shall contain a description of the Breach. In the event of Breach by the University, the Contractor may avail itself of any remedy at law in the Claims Commission; provided, however, failure by the Contractor to give the University written notice and opportunity to cure as described herein operates as a waiver of the University's Breach. Failure by the Contractor to file a claim before the Claims Commission within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

- E.4. Copyrights and Patents/University Ownership of Work Products. Contractor grants University a world-wide, perpetual, non-exclusive, irrevocable, fully paid up license to use any proprietary software products delivered under this Contract. The University shall have royalty-free and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, as well as share in any financial benefits derived from the commercial exploitation of all work products created, designed, developed, or derived from the goods and/or services provided under this Contract. The University shall have the right to copy, distribute, modify and use any training materials delivered under this Contract for internal purposes only.

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 third party's intellectual property rights, including but not limited to, any alleged patent or copyright violations. 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. In any such action brought against the University, the Contractor shall take all reasonable steps to secure a license for University to continue to use the alleged infringing product or, in the alternative, shall find or develop a reasonable, non-infringing alternative to satisfy the requirements of this Contract.

The Contractor further agrees that it shall be liable for the reasonable fees of attorneys for the University in the event such service is necessitated to enforce the obligations of the Contractor to the University.

- E.5. Insurance. The Contractor shall maintain a commercial general liability policy. The commercial general liability policy shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of \$1,000,000 per occurrence, \$3,000,000 in the aggregate. The Contractor shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law. The Contractor shall deliver to the University both certificates of insurance no later than the effective date of the Contract. If any policy providing insurance required by the Contract is cancelled prior to the policy expiration date, the Contractor, upon receiving a notice of cancellation, shall give immediate notice to the University.

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

- E.6. Performance Bond. – N/A.

- E.7. Competitive Procurements. If this Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or services, such procurements shall be made on a competitive basis, where practical.
- E.8. Inventory/Equipment Control
No equipment shall be purchased under this Contract.
- E.9. University Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the University for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the University in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the University for the residual value of the property at the time of loss.
- E.10. Contract Documents. Included in this Contract by reference are the following documents:
- a. This Contract document, its attachments and amendments
 - b. The Request for Proposal RFP #22-007 and its associated amendments
 - c. The Contractor's Proposal dated _____.

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

- E.11. 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 goods and/or services are endorsed.
- E.12. 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, including reasonable attorney's fees, which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for 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 hereunder.

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 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.13. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses 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.14. Prohibition on Hiring Illegal Immigrants. T.C.A. §12-3-309, prohibits State entities from contracting to acquire goods and/or services from any person who knowingly utilizes the service of illegal immigrants in the performance of the Contract and by signing this Contract, the Contractor attests that the Contractor shall not knowingly utilize the goods and/or services of illegal immigrants in the performance of the Contract and will not knowingly utilize the goods and/or services of any subcontractor, if permitted under the Contract, who will utilize the goods and/or services of illegal immigrants in the performance of the Contract. **The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the goods and/or services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the goods and/or services of any subcontractor who will utilize the goods and/or services of an illegal immigrant in the performance of this Contract.**
- (For contracts that require Fiscal Review Committee approval, the following language with the signed Attestation Form incorporated as an Attachment to the Agreement must be used)
- “T.C.A. § 12-3-309 requires that Contactor attest in writing that Contractor will not knowingly utilize the goods and/or services of illegal immigrants in the performance of this Contract and will not knowingly utilize the goods and/or services of any subcontractor, if permitted under this Contract, who will utilize the goods and/or 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 C.
- E.15. Red Flags and Identity Theft. (Include only if applicable) The Contractor shall have policies and procedures in place to detect relevant Red Flags that may arise in the performance of the Contractor’s activities under the Contract, or review the University’s Red Flags identity theft program and report any Red Flags to University.
- E.16. Sales and Use Tax. The Contractor shall be registered with or have received an exemption from the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract. The Contractor shall comply, and shall require any subcontractor to comply, with all laws and regulations governing the remittance of sales and use taxes on the sale of goods and services made by the Contractor, or the Contractor’s subcontractor.
- E.17. Data Privacy and Security. Contractor acknowledges that in the course of providing services under this Agreement, Contractor may receive information or be granted access to restricted University information including, but not limited to, personally-identifiable information, student records, protected health information or individual financial information (collectively, Protected Information) of the students, employees, customers and/or donors of the University.

Protected Information can include any information that (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, images and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers).

Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of University Protected Information complies with all applicable federal and state legal and regulatory requirements including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA") of 1974 (20 U.S.C. § 1232g; 34 CFR Part 99), the Gramm-Leach-Bliley Act ("GLBA") (15 U.S.C §§ 6801(b) and 6805(b)(2)), the Federal Trade Commission Safeguards Rule (16 CFR § 314), the Health Information Portability and Accountability Act ("HIPAA") (45 CFR

Parts 160 and 164), Payment Card Industries Data Security Standard (PCI-DSS), Tennessee Data Breach Law (Tenn. Code Ann. § 47-18-2107).

Contractor agrees that any University Protected Information provided under the Agreement shall be used only and exclusively to support the service and service execution and not for any other purpose, unless such other use is subsequently specifically agreed to in writing by both parties. Contractor further agrees that it will take all reasonable steps to ensure that its employees or subcontractors who have access to University Protected Information shall not copy, disclose or transmit any of the Protected Information to any third party except as necessary to perform the services under this Agreement.

Contractor agrees that it will protect the University Protected Information it receives according to commercially acceptable standards and no less rigorously than it protects its own confidential information. Specifically, the Contractor shall implement, maintain, and use appropriate administrative, technical, and physical security measures, which may include but not be limited to encryption techniques, to preserve the confidentiality, integrity, and availability of all electronically managed Protected Information. Contractor shall ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities.

Contractor agrees that any and all University Protected Information will be stored, processed, and maintained solely on designated target servers and that no University Protected Information at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes.

Contractor agrees that any and all electronic transmission or exchange of University Protected Information shall be encrypted during transport. Any transmission, transport or storage of University Protected Information to data centers outside of the United States is prohibited without prior written authorization from the University.

Contractor shall implement an Information Security Program throughout the term of this Agreement as required by 16 CFR § 314, for all University Protected Information obtained by or provided to Contractor pursuant to this Agreement, and provide details of said program upon University request.

Contractor, upon request of the University, will provide the University with the Contractor's most current SOC 2 report, or any other comparable information security assessment report for Contractor's operations or the operations of any of the Contractor's third party providers.

For the purposes of this Agreement, a Security Incident shall be defined as any reasonably suspected unauthorized access to any system, server or database, or any other unauthorized access, acquisition, use, or disclosure of Protected Information occurring on systems under Contractor's control.

In the event that a Security Incident occurs, Contractor shall:

- a. provide the University with the name and contact information for an employee of Contractor who shall serve as the University's primary security contact and shall be available to assist the University twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Incident;
- b. notify the University of a Security Incident as soon as practicable, but no later than twenty-four (24) hours after Contractor becomes aware of it, except where disclosure is prohibited by law; and
- c. Notify the University Chief Information Officer of any such Security Incident by telephone at the following number: 931-221-7331 and via e-mail at taylor@apsu.edu; with a copy by read receipt email to the University IT Security Office at apitsecurity@apsu.edu; and with a copy by read receipt e-mail to Contractor's primary business contact at the University.

Immediately following Contractor's notification to the University of a Security Incident, the parties shall coordinate to investigate the Security Incident in accordance with the Contractor's standard policies and procedures.

Contractor shall use best efforts to immediately mitigate, resolve any Security Incident, at the Contractor's expense and in accordance with applicable privacy rights, laws, regulations and standards. Contractor shall use best efforts to promptly prevent any further recurrence of any such Security Incident.

Contractor shall reimburse the University for actual costs incurred by the University in responding to and mitigating damages caused by any Security Incident, including all costs of notice and or/remediation.

Contractor shall indemnify, defend and hold the University harmless from all lawsuits, claims, liabilities, damages, settlements, or judgments, which arise as a result of Contractor's negligent acts or omissions or willful misconduct as a part of the Security Incident.

Any Security Incident may be grounds for immediate termination of this Agreement.

Contractor agrees that within 30 days of termination, cancellation or expiration of this Agreement, Contractor shall return to the University all copies, whether written, electronic or other form, of Protected Information in an agreed upon format, unless the University requests that the data be destroyed. This provision applies to all copies of Protected Information in the possession of the

Contractor or any of the Contractor's third-party providers.

If the University elects to request destruction of University Protected Information, Contractor agrees to securely perform sanitization or physical destruction of the data in accordance with NIST Guidelines for Media Sanitization, NIST SP 800-8. Contractor shall certify in writing to the University that return or destruction of data has been completed.

- E.18. Service and Software Accessibility Standards. The Contractor warrants and represents that the service and software, including any updates, provided to the University will meet the accessibility standards set forth in WCAG 2.0 AA (also known as ISO standard, ISO/IEC 40500:2012), EPub 3 and Section 508 of the Vocational Rehabilitation Act. To the extent that the products fail to meet the WCAG 2.0 AA, EPub 3 and Section 508 standards, the Contractor will provide University with a fully completed Accessibility Statement and Conformance and Remediation forms. The Contractor shall indemnify and hold the University harmless in the event of claims arising from inaccessibility related to the Contractor's products and/or services.
- E.19. Contractor Commitment to Diversity. The Contractor shall assist the University in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the University in form and substance as required by University.
- E.19. Limited Tobacco-Use Campus. Austin Peay State University is a Limited Tobacco-Use Campus, reference Policy 5:002 Smoking, Vaping, and Tobacco Usage. The use of tobacco is prohibited on the APSU campus, except in certain locations stated in this policy. Contractor and contractor's employees are expected to abide by this policy to promote a healthy and safe educational living environment on our campuses.
- E.20. Click-Wrap Agreements. The Contractor agrees that click-wrap agreements shall not be binding upon the University. No employee has the actual or apparent authority to enter into click-wrap agreements on behalf of the University without the approval of the University's Procurement and Contract Services Office. No employee has the authority to modify, amend, or supplement this Agreement through a click-wrap agreement. This Agreement can only be modified, amended, or supplemented under these terms through a written amendment in accordance with the University's procedures, policies, and guidelines.

- E.21. The Contractor fully understands that this Agreement is not binding except and until all appropriate State officials' approvals and signatures have been obtained, and the fully executed document returned to the Contractor.
- E.22. Campus Parking. All vehicles on campus are subject to parking fees to access the campus whether it is in a parking garage or ground surface lot, including contractors and contractor's employees. Parking Permits are available in the Parking Office and are available for purchase by the individual or company. Hourly rates are charged for parking if you do not have a parking permit. The University will not assume liability for any parking hourly rates and permits. In addition, The University does not assume liability for any fines that may be incurred while a vehicle is parked on campus. The University will not reimburse the contractor for parking hourly rates, permits and fines. Any applicable charges for parking are the responsibility of the Contractor.
- E.21. PCI Compliance. (Include if applicable) Contractor represents and warrants that for the life of the Contract, the software and services used for processing credit card transactions shall be compliant with standards established by the PCI Security Standards Council (<https://www.pcisecuritystandards.org/index.shtml>). Contractor must clearly define the managed PCI DSS requirements and provide a written agreement that the Contractor is responsible for the security of the cardholder data the Contractor possesses or otherwise stores, processes or transmits on behalf of the University. Contractor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees) and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained or maintained by Contractor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Contractor must annually submit the appropriate "Attestation of Compliance" to the University and clearly identify the services and system components that are included in the scope of their assessment.
- E.22. The Institution is not bound by this Contract until it is executed by the President or her/his delegate per APSU Delegation of Authority for Approval and Execution of Contracts and Agreements Policy 4:022. The person signing on behalf of the Contractor represents she/he is authorized to enter into the Contract on behalf of the entity named in the Contract. The Parties agree that this Contract may be executed in counterparts, executed electronically, and transmitted electronically.

Signature Page to Follow:

IN WITNESS WHEREOF:

[CONTRACTOR LEGAL ENTITY NAME]:

[NAME AND TITLE]

Date

AUSTIN PEAY STATE UNIVERSITY

MICHAEL LICARI, PRESIDENT

Date

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

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.

**SIGNATURE &
DATE:**

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

CONTRACTOR RESPONSIBILITIES

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ATTACHMENT B

CONTRACT RATES

Note: The final contract rates to be added upon contract award.

Cost Item Description	Year 1	Year 2	Year 3	Year 4	Year 5
Annual price for Web Content Management System					
Training (All-inclusive) per day for on-site training					
Training (All-inclusive) per day for online training					
Integration					
Content Migration					
Support/Helpdesk					
Testing					
Full site redesign					
Additional Items					
Hosting, Storage and Backup					
Annual price for Hosting of Web Content Management System (Price to include load balancing and disaster recovery backups off-site.					
Annual price for Host by Third-Party Source					

**LISTING OF LGIs, TBR SYSTEM INSTITUTIONS
AND
THE UT SYSTEMS OF HIGHER EDUCATION**

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

ATTACHMENT 6.2 – PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Respondent must sign and complete the Statement of Certifications and Assurances below as required, and it must be included in the Technical Response (as required by RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A, Item A.1.).

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of the RFP Attachment 6.6., *Pro Forma Contract* for the total Contract Term.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma Contract*.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the Contract.
5. The Respondent will comply with:
 - (a) the laws of the Institution 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; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the Institution as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106." For reference purposes, the list is currently available online at: <http://www.tn.gov/generalservices/article/Public-Information-library>.
11. The Respondent _____ does or _____ does not agree that this proposal pricing is for LGI Institutions with the option for TBR and the University of Tennessee System of Higher Education and the State of Tennessee Departments to utilize the resulting Agreement.
12. The Respondent shall provide a performance bond in accordance with the requirements of the RFP. Failure to provide the Institution with the required performance bond will be cause for rejection of proposal.

By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the Respondent.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT

SIGNATURE: _____

PRINTED NAME & TITLE: _____

DATE: _____

RESPONDENT LEGAL ENTITY NAME: _____