

## Request for Proposals

RFP TITLE: DASH ERP

RFP #

Issue Date: 09/03/2021

Due Date: 09/27/2021

**Respondent’s Information:**

|  |  |
| --- | --- |
| **Company Name** |  |
| **Representative’s Name** |  |
| **Representative’s Email** |  |
| **Representative’s Phone #** |  |

# **SECTION 1 – INTRODUCTION**

**1. Purpose of the RFP**

The University of Tennessee System is launching a business transformation program known as *Dynamic Administrative Systems for Higher Education* (**DASH**). Initial phases of this program for business process review have been completed and we are now seeking a single Software as a Service/Cloud-based (SaaS) ERP software solution to replace our current on-premise Financial and HCM/Payroll systems.

The University of Tennessee is a statewide system of higher education and is the state’s oldest and largest public higher education institution, founded as Blount College in 1794. The UT System, formed in 1968, enrolls about 50,000 undergraduate and graduate students and more than 11,000 students graduate from UT campuses each year with bachelor’s, master’s, doctoral and professional degrees. There are over 400,000 alumni around the world representing the UT System.

The stated mission statement of The University of Tennessee System is, “Serving all Tennesseans and beyond through education, discovery, and outreach that enables strong economic, social and environmental well-being.

The University of Tennessee System is comprised of campuses at [Knoxville](http://utk.edu/), [Chattanooga](http://utc.edu/), [Pulaski](https://utsouthern.edu/) and [Martin](http://utm.edu/); the [Health Science Center](http://uthsc.edu/) at Memphis; the [Space Institute](http://utsi.edu/) at Tullahoma; and the statewide [Institute of Agriculture](http://utia.tennessee.edu/) and [Institute for Public Service](http://ips.tennessee.edu/). UT Knoxville a research-intensive, Land Grant University. The UT system is an IRS 107(c) instrumentality of the state of Tennessee.

The UT System has a presence in each of Tennessee’s 95 counties, employing more than 12,000 people across the state. The University has an impact on students, business and industry, schools, governments, organizations and citizens statewide. In addition, the UT system partners with the Battelle Corporation to manage Oak Ridge National Laboratory for the Department of Energy.

Campuses:

* Chattanooga - <https://www.utc.edu/>
* Health Science Center (located in Memphis) - <https://uthsc.edu/>
* Knoxville - <https://www.utk.edu/>
* Martin - <https://www.utm.edu/>
* UT Southern (located in Pulaski) - <https://utsouthern.edu/>

Institutes:

* Institute of Agriculture - <https://utia.tennessee.edu/>
* Institute for Public Service - <https://www.ips.tennessee.edu/>
* Space Institute - <https://www.utsi.edu/>

Unit:

* System Administration - <https://tennessee.edu/>

The University of Tennessee Foundation Inc. (UT Foundation) is a non-profit 501(c)(3) corporation. The UT Foundation uses the same ERP system that the University uses. The University and the UT Foundation synchronize certain data (such as transfer of expenses and revenues between the separate entities).

More information about the UT Foundation can be found here: <https://www.utfi.org/>

The University of Tennessee Research Foundation is a non-profit 501(c)(3) organization that promotes the commercialization of UT intellectual property, encourages an entrepreneurial culture, contributes to state and regional economic development, and promotes research and education to benefit the people of Tennessee and beyond. While UTRF is a separate entity from UT, it provides assistance and resources to the research activities of faculty, staff and students of the UT system (including campuses in Knoxville, Chattanooga, and Martin, the Health Science Center in Memphis, the state-wide Institute of Agriculture, the UT Space Institute in Tullahoma, and the UT Institute of Public Service). UTRF works to help move ideas to the marketplace.

More information about the UT Research Foundation can be found here: <https://utrf.tennessee.edu/>

The University of Chattanooga Foundation Inc. manages the private endowment of The University of Tennessee at Chattanooga. The UC Foundation was created in 1969 when the private University of Chattanooga merged with Chattanooga City College and joined the University of Tennessee system of statewide campuses.

More information about the UTC Foundation can be found here: <https://www.utc.edu/office-of-development-and-alumni-affairs/uc-foundation>

The following modules/processes are under consideration:

**Finance**

* Accounts Payable
* Asset Management
* Audit & Internal Controls
* Billing & Accounts Receivable
* Budget & Planning
* Capital Assets and Projects
* Cash Basis Accounting (as well as Accrual)
* Cash Management
* Compliance & Reporting
* Contract Management
* General Ledger/Chart of Accounts
* Gifts & Endowments
* Grants & Project Management
* Position Budgeting
* Purchasing
* Tax Reporting
* Travel & Expense
* Tuition Fee Waiver
* Reporting for Financial Services
* Self-Service for Financial Services
* Workflow for Financial Services

**HCM/Payroll**

* Benefits Administration
* Compensation Administration
* Effort Certification and Reporting
* Employee Mobility & Transition
* Faculty Credentialing
* Faculty Workload
* Learning & Development
* Managing Data and Personnel Actions
* Non-Resident Alien Tax Compliance
* Organizational Charts
* Payroll
* Performance Management & Succession Planning
* Position Management
* Recruit to Hire and Onboarding
* Termination/Separation
* Time & Absence Management
* Reporting for HCM/Payroll
* Self-Service for HCM/Payroll
* Workflow for HCM/Payroll

**Student Information System**

While implementation of Student Information System (SIS) functionality is not in scope for DASH, it is a long-term consideration for the new ERP program.  Therefore, in order to meet minimum requirements, the respondent must have a current SaaS SIS selected by or in production at a major university or system with a combined enrollment of 50,000 or more.

As part of this RFP, the UT System intends to understand the roadmap and proposed future solution of the successful software vendor as it relates to its Student Information System (SIS) and will require finalists to demonstrate their current SaaS SIS.

The terms and conditions that govern this RFP are identified below as **Schedule 1**.

The University will require the winning respondent to meet the insurance requirements described in **Schedule 2** and address the security requirements as described in **Schedule 3.**

**2. RFP Communications

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

All inquiries must be received by five business days before the solicitation closes. Individual questions will not be answered directly to the submitter. All material questions submitted shall be responded to through the ESM electronic bidding system as a written amendment. Any oral communications shall be considered unofficial and non-binding. Only the University’s official, written responses shall be considered binding. It is the respondent’s responsibility to ensure that written questions have been received and to check with the electronic bidding system to see if any amendments have been issued.

The University of Tennessee

Procurement Services

Solicitation Coordinator: **Bradley M. New**, Commodity Manager

Phone: 865-974-3108 (note: voicemail is disabled)

Email: bnew@tennessee.edu

**3. Term**

The university intends to award this contract to the successful respondent(s) for:

Ten (10) years with the possibility of two 5-year renewal options.

It is anticipated that the contract will start on July 1st, 2022.

Either party may terminate the agreement by providing 180 days written notice to the other party.

**4. Number of Awards**

The university intends to award this solicitation to one respondent unless the university deems it to be in their best interest to make the award to a smaller or larger number of respondents. The university will have sole discretion over this decision.

**5. Extension of the Award**

Other university departments, agencies with the State of Tennessee and other Tennessee public universities may also purchase goods and/or services from this award, if the winning respondent is agreeable. It should be noted that these entities are not required to use this agreement. If any them elect to participate under the terms and conditions of this resulting award, the University of Tennessee reserves the right to re-negotiate favorable incentive, and cost terms with the successful supplier that are reflective of the additional volume. Note: The offer to extend the award to these other entities is at the discretion of the winning respondent and they should not be extended if it would affect your ability to offer the most favorable prices and terms to The University of Tennessee.

**6. Non-Exclusive**

Although it is the university’s hope that most departments will procure items from this award, this is **NOT** a solicitation for an exclusive agreement and departments will still have the option of procuring items from other suppliers in accordance with our purchasing policies. The university does not guarantee that all purchases for the products and/or services available under this contract will be made exclusively from the respondent.

**7. Pre-Proposal Conference**

 The University will **not** hold a pre-proposal conference for this solicitation.

## 8. Schedule – Note the University reserves the right to change these dates. All times are *Eastern Standard Time.*

|  |  |
| --- | --- |
| **Release date** | September 3, 2021 |
| **Deadline for Questions** | September 20, 2021 |
| **SOLICITATION DUE DATE: All proposals must be submitted by this date/time** | September 27, 20215:00 PM  |
| ***All times and dates listed below are estimates only, and are not binding on UT.*** |  |
| **Completion of Technical Evaluation** | October 8, 20215:00 PM  |
| **Presentations**  | October 18 – November 5 |
| **Rescoring of Technical Evaluations**  | November 8 – November 19 |
| **Cost proposals open** | November 22, 2021 |
| **Best and Final Offer Issued** | November 24, 2021 |
| **Best and Final Offer Due** | November 29, 20215:00 PM  |

**9. Goals and Objectives**

The University’s intent is to launch a single, integrated program, known as Dynamic Administrative Systems for Higher Education (DASH), working in multiple phases to standardize administrative processes across the UT System, supported by a new SaaS ERP solution. The first phase of the software implementation phase of the program includes implementing the selected SaaS ERP for Finance and HCM/Payroll for the aforementioned UT System campuses, institutes and unit.

The overarching objective of this solicitation is to implement a financial management and human capital management/payroll solution (including the modules/processes listed above) to improve operational efficiency, including:

* Streamlined Processes and Valuable Workflows​
* Higher Education ​Best Practices​
* Improved Interface and ​User Experience​
* Accurate, Timely, and Cross-functional Data and Reporting​
* Mobile and Accessible Platforms​
* Culture of Continuous Improvement​
* Standardized Functionality that Meets UT’s needs​
* Employee Engagement and Development​
* Strategic Workforce ​Planning​

Current State

The UT System’s current on-premise ERP system (IRIS) runs on the SAP ERP Central Component (ECC 6.0 Enhancement Pack 8) for Finance and HCM/Payroll and integrates with several third-party systems which run both on-premise and in the Cloud. Though IRIS has served us well for over two decades, SAP announced a looming “end of mainstream maintenance” between 2025 and 2030 and is encouraging customers to move to their next generation of the SAP ERP: S/4 HANA and SuccessFactors. Because this transition represents a major upgrade, we are therefore taking this opportunity to reevaluate and find the software partner fit for the coming decades. Refer to ***Appendix B - IRIS Integrations Diagram*** for more information.

**SECTION TWO - INSTRUCTIONS AND EVALUATION CRITERIA**

 **1. 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 ten days before the proposal deadline.

**2. Proposal Submission**.

Proposals must be submitted electronically through the University’s electronic procurement system with ESM Solutions before the due date outline in the schedule above and in accordance with these directions:

1. Respondents shall submit separate line items for a technical proposal and one-line item for a financial proposal.
2. No Pricing: Respondents must not include any cost/pricing information in the Technical Proposal. Inclusion of rebate, financial incentives, or cost information in the Technical Proposal may make the entire Proposal non-responsive. The university has exclusive discretion in making this decision.
3. ESM Solutions fields: The University’s electronic procurement portal by ESM Solutions requires respondents to enter a price before a response can be submitted. Respondents must enter $0.01 in their Response Dollar Summary. This amount will not be considered by the University when evaluating technical responses. You will also be asked to fill in a manufacturer and part number, enter “NA” in both of these fields.
4. Bidders are to limit their proposals to twenty-five (25) pages maximum and their presentation to two (2) hours with at least 30 minutes for Q & A. There will be no pre-bid conference and questions prior to submission must be submitted in writing.

It is understood and agreed that all proposals shall remain firm for a period of at least 120 calendar days from the notice of the intent to award. Late bids will be rejected.

**3. Confidential Information**Any proprietary or confidential materials contained in the proposal will be subject to the Tennessee Public Records Act, TCA 10-7-503. All responses, inquiries, or correspondence relating to or in reference to this solicitation, and all other documentation submitted by the respondents will become the property of the University when received. 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 to the successful respondent. **The university will not agree to provide advance notice of disclosure and placing confidential notices on documents is meaningless.** After the notice to award, all materials submitted are open for inspection.

**4. Proposal Preparation Costs**

The university will not pay any costs in the preparation or submission of a proposal. These costs are the responsibility of the respondent.
 **5. Withdrawal of Proposals**

A submitted proposal may be withdrawn by sending a written request to the Solicitation Coordinator before the solicitation due date. Proposals may be withdrawn and resubmitted in the same manner, if done prior to the submission deadline. Withdrawals or modifications offered in any other manner will not be considered.

**6. Acceptance and Rejection** **of Proposals**

The university may accept or reject any proposals that, in its opinion, is in the best interests of the university. The university may re-solicit proposals, or to continue with the current supplier for these services. The university may also waive minor variances or immaterial defects in a response. The university may also accept any item in the bid, unless otherwise specified by the responder.

**7. Evaluation Process**

**A. Mandatory and Technical Evaluations**

UT’s Procurement Services will review proposals and may eliminate from further consideration those which fail to meet the mandatory qualifications, if any. All proposals that meet the mandatory requirements shall have their technical proposals evaluated and scored by an evaluation committee (committee). The committee will be appointed by the university. After the technical proposals have been evaluated and scored, the scoring committee may select the highest scoring respondent(s) to invite for a presentation. The university will decide how many to invite. Respondents not invited for a presentation, have been eliminated from initial consideration. If all other respondents are later rejected by the university, it may then reconsider respondent not invited to a presentation. Upon completion of the presentations the scoring committee will re-evaluate and rescore points from the respondent’s technical response.

**B. Cost Evaluations**

The cost proposal will not be shared with the committee or evaluated until after the Technical Proposals have been scored by the committee. Procurement services will then score the cost proposals. The cost scores will then be combined with the committee’s technical scoring to identify the rank of the respondents.

**C. Best and Final Offer Evaluations**

The scoring committee may ask the highest scoring respondents to submit a best and final offer. The university will determine how many respondents to invite. Respondents not invited for a presentation, have been eliminated from initial consideration. If all other respondents are later rejected by the university, it may then reconsider respondent not invited for the initial best and final offer. During the best and final offer phase, the university reserves the right to change the cost portion or make other modifications to the solicitation that are deemed in their best interest. At the conclusion of the best of final offer, the costs will be re-calculated and combined with the technical scores to determine the highest scoring respondent.

**8. SCORES**

The process being used will not rely on price as the sole determining factor in selection. Scores will be calculated based on the following table.

|  |  |
| --- | --- |
| **Technical Proposal** | 700 Points |
| **Cost Proposal** | 300 Points |
| **Total** | **1,000 Points** |

**9. Award**

This solicitation does not commit the university to make an award or to procure or contract for the articles of goods or services described in this solicitation. The University does not obligate itself to award to the respondent with the lowest cost or the highest score, unless the University determines that doing so is not in its best interest. The University reserves the right to negotiate terms and alter the specifications with the with the highest scoring respondent, however, if they are unable to reach mutually agreeable terms and conditions, the University reserves the right to reject the proposal and negotiate terms of an agreement with the next highest scoring respondent.

If the agreement with the successful respondent is terminated for any reason prior to the agreement termination date, the university may elect to substitute the next highest scoring respondent, if they are willing to honor the prices in their initial proposal.

A Purchasing Department of the University of Tennessee is the only office authorized to award a purchase order for the required services.

**10. Notice of Intent to Award**

After the evaluation process is completed, all respondents responding to the solicitation will be sent a notification indicating the university’s intention to award to the successful respondent.

# **Section FOur - TECHNICAL ReQUIREMENTS**

**1. Instructions**

Responses should be numbered to correspond to the numbers for each item listed below. Pertinent supplemental information should be referenced and included as attachments. In the event your attachments are too large to attach in ESM, please contact the Solicitation Coordinator. If the respondent cannot fully satisfy a requirement, an explanation must be provided. Failure to provide a response to every question or request will be interpreted by the university as an inability of the respondent to provide the requested product, service or function and may result in your submission being eliminated.

**A. Mandatory Qualifications**

The university will review the mandatory responses to determine if the requirements are met. The university will have sole discretion in making this determination and may seek clarification from a respondent, if there is any doubt with regard to the requirement being met.

The response must be in the exact order of each line item listed below. If your proposal is not in this format or does not include all of the listed items, it may be eliminated. As part of the review process, the university may require written clarification of the information submitted.

|  |  |
| --- | --- |
| **Item Ref.** | **Mandatory Qualification Items** |
|  **A.1** | A respondent must provide a SaaS ERP solution that has been selected for a multi-campus higher education system in the United States with a total enrollment of at least 50,000 and a minimum of three campuses within the last three years to be considered. |
|  **A.2** | A respondent’s SaaS ERP (HCM/Payroll and Finance) solution must be in use at a minimum of five (5) higher education institutions in the United States to be considered.  |
|  **A.3** | A respondent must be able to provide all core functionality within their solution without leveraging external partners, custom development or any 3rd party solutions. |
|  **A.4** | A respondent’s SaaS ERP solution must provide a single common user experience across all core functionality. |
|  **A.5** | A respondent’s SaaS ERP solution must have common data definitions across all core functions under consideration. |
|  **A.6** | A respondent’s ERP solution must holistically support a multi-dimensional Chart of Accounts structure. |
|  **A.7** | While implementation of Student Information System (SIS) functionality is not in scope for DASH, it is a long-term consideration for the new ERP program.  The respondent must have a current SaaS SIS selected by or in production at a major university or system with a combined enrollment of 50,000 or more. |
|  **A.8** | Respondents must provide a contract from a public institution within the last two (2) years as a starting point for contract negotiations. The University of Tennessee reserves the right to ask for a specific starting contract once a bidder has been selected to enter negotiations.  |
|  **A.9** | A respondent’s SaaS ERP solution must be single instance across all core functionality.  |
|  **A.10** | A respondent’s SaaS ERP solution must provide integrated, comprehensive functionality in all major areas such as *Finance, HCM/Workforce Management/Payroll, Workflow, and Reporting/Analytics.* |
|  **A.11** | A respondent’s SaaS ERP solution must be scalable to meet the needs of the University of Tennessee System.  |
|  **A.12** | Each respondent must submit a completed Higher Education Community Vendor Assessment Toolkit (HECVAT). See ***Appendix D - HECVAT***.  |

| **Item Ref.** | **General Qualifications & Experience Items** |
| --- | --- |
| **B.1** | Detail the name, e-mail address, mailing address, telephone number of the person the university should contact regarding the response. |
| **B.2** | Describe the Respondent’s form of business (*i.e*., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile). |
| **B.3** | Detail the number of years the Respondent has been in business and how long they have been providing the goods or services required by this solicitation. |
| **B.4** | Provide a brief, descriptive statement detailing evidence of the Respondent’s ability to deliver the goods or services sought under this RFP (*e.g*., prior experience, training, certifications, resources, program and quality management systems, *etc*.). |
| **B.5** | Provide a statement of whether or not the Respondent has any current contracts with the university or has completed any contracts with the State of Tennessee, The University of Tennessee or Tennessee Board of Regents schools within the previous five (5) year period. If so, provide the details of these agreements.  |
| **B.6** | List any additional information that may assist the committee in evaluating your proposal.  |
| **B.7** | List any requirements by the university if you are awarded this solicitation. |
| **B.8** | Provide details of any litigation, or claims filed against you or your company that would negatively impact your company’s performance under an agreement resulting from this solicitation. Also, disclose any past criminal offences, civil proceedings, debarments, suspensions or other action that would negatively impact your performance under an agreement resulting from this solicitation.   |

**C. Technical and Functional Requirements**

The University assumes that the proposed solution includes common, industry-wide base ERP functionality and capabilities. Describe in detail any ways in which your proposed solution differs from the expectations of a common, industry-wide base SaaS ERP solution, particularly for institutions of higher education.

Please provide a list and brief summary of all the modules included your core Financial and HCM/Payroll solutions. Don’t go into great detail, but include all SKUs and indicate whether they are core or optional.

See ***Appendix A - DASH Requirements*** spreadsheet to answer detailed requirements regarding your solution.

 **D. References**

Provide at least five (5) references from United States higher education institutions of similar size and scope of the University of Tennessee System for which the same solution is being utilized. Include, at a minimum, the following:

* Company/School/Business name
* Contact name
* Phone number
* E-mail address
* Brief description of the scope, length, volume and status of the business relationship

References may be contacted at any time during this solicitation.

**SECTION FOUR – COST PROPOSAL**

**1. – Cost of Goods or Services**

The cost response must be in US dollars and must include all possible software costs to the University. The maximum points possible for the cost proposal are **300** points. The proposal with the lowest price gets the total maximum points. See attached ***Appendix C - Cost Proposal Workbook*** which is to be **used when submitting your proposal**.

Procurement Services will calculate the costs scores based on the following formula:

Cost Score= ((Lowest price amount from all proposals)/ (other proposal price being evaluated)) x maximum number of points.

The University of Tennessee plans to make its contract available to the [Locally Governed Higher Education Institutions](https://www.tn.gov/content/dam/tn/thec/bureau/research/other-research/factbook/Fact%20Book%202020-2021_Full%20Draft_Suppressed.pdf) per section 1 #5: **Extension of the Award** above to include the following:

* Austin Peay State University
* East Tennessee State University
* Middle Tennessee State University
* Tennessee State University
* Tennessee Technological University
* University of Memphis

Click here to access the [Tennessee Higher Education Fact Book 2020 - 2021](https://www.tn.gov/content/dam/tn/thec/bureau/research/other-research/factbook/Fact%20Book%202020-2021_Full%20Draft_Suppressed.pdf)

Moreover, the University of Tennessee is requiring an aggregate tiered discount model to be proposed by each bidder that will be part of the overall cost scoring process. The goal of the model is to reduce the overall price of the HCM/Finance and Student module licenses per Full Time Employee or Full Time Equivalent for Student for each institution that commits to the products over a 5-year period.

Subscription price discount is applied at the beginning of each contract year. Discount is frozen at end of year five (5).

The University of Tennessee will not take the tiered pricing model into consideration when scoring the Cost Section of a bidder’s proposal.

**Schedule 1: Terms that govern this solicitation**

**TERMS THAT GOVERN THE BID SOLICITATION PROCESS**

By submitting a bid, the respondent agrees to the following terms and conditions that govern the bid solicitation process:

1. **Submitting Bids:** All respondents must submit their responses electronically, unless the University specifies otherwise.  It is the respondent’s responsibility to ensure that its bid is submitted in the University’s electronic software purchasing system before the applicable deadline. Assistance for submitting bids can be obtained through our third party provider ESM Solutions’ Customer Support at 1-877-969-7246 or at info@esmsolutions.com during normal business hours.  It is the respondent’s responsibility to learn how to use the system. Respondents must submit all applicable and required documents with their bid. A respondent may not submit additional or supplemental documents or amend its bid after the bid deadline. Also, bids not received by the University in the manner specified and by the time specified will not be considered.
2. **Bid Preparation Costs**: The University will not pay any costs in the preparation or submission of a bid. Respondent is responsible for its preparation costs.
3. **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 the individual requesting assistance contacts the Solicitation Coordinator no later than 10 days before the response deadline.
4. **Questions/Interpretations:** If any respondents find discrepancies in, or omissions from, the University’s solicitation documents, or be in doubt as to their meaning, the respondent must notify Procurement Services in writing (email is acceptable) no later than 5 business days prior to the bid response deadline.  Procurement Services will reply to respondent’s inquiries via written addendum and will publish this addendum with the bid documents to all prospective bidders, unless Procurement Services exercises its discretion to reply only to the respondent. It is the respondent’s responsibility to ensure that Procurement Services has received respondent’s questions, and to check the electronic bidding system to see if Procurement Services has issued any amendments or addenda.
5. **Time of Acceptance:** If a respondent fails to state a time within which a bid must be accepted, respondent acknowledges that its proposal shall remain valid for 120 calendar-days beyond the bid opening date, or until 30 days after the date that any protest is resolved, whichever is longer, and the University may accept the proposal at any time within that time period.
6. **Authority to Bind:** Respondent’s representative states that they have authority to respond to the University’s bid on behalf of respondent.
7. **Confidentiality:** The University will not sign non-disclosure or confidentiality agreements related to respondent’s response to any bid.  Tennessee law limits the University’s ability to withhold records from public disclosure.  Respondents should assume that all documentation, including pricing, submitted to the University will be subject to public disclosure.  The University hereby notifies all respondents that placing confidentiality notices on documents submitted to the University does not make the documents confidential under Tennessee law.  The University will not be bound by such notices.  Moreover, the University will not agree to provide advanced notice of any public disclosure or agree to assist the respondent to limit disclosure.
8. **Brand Names/Alternative Products:** Unless specified “No Substitutes,” any catalog brand name or manufacturer’s reference used in the bid is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than the referenced specifications the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer’s illustration and complete description of the products offered. If the respondent fails to submit the required documentation, the bid may be rejected. The University may determine whether a substitute offered is equivalent to and meets the standards of the item specified. The University may require the respondent to supply additional descriptive material. The respondent guarantees that the product offered will meet or exceed specifications identified in the bid invitation. If the respondent takes no exception to the specifications or referenced data in the bid, respondent will be required to furnish the product according to the brand, names, numbers, etc., as specified in the invitation for bid document.
9. **Tax Exemption:** The University is exempt from federal excise taxes and from state sales taxes on purchases of tangible personal property. Copies of the appropriate exemption documentation will be provided upon request and these taxes should not be included in the respondent’s bid prices.
10. **Indemnification:** Respondent shall hold and save the University, its trustees, officers, agents, and employees harmless from any claims, damages and actions of any nature arising from respondent’s bid or arising from the use of any materials, goods or services furnished by the respondent, provided that such liability is not attributable to negligence on the part of the user or failure of the user to use the item in the manner outlined by the respondent in descriptive literature or specification submitted with the respondent’s bid.  Respondent’s indemnification obligation shall include, but not be limited to, any claim of patent, copyright, or other intellectual property infringement asserted against the University based upon respondent’s bid or any materials, goods or services furnished by the respondent.
11. **University’s Liability:** The University’s liability shall be governed by the Tennessee Claims Commission Act. The University will not enter into any agreement which contains a clause requiring the University to indemnify, hold harmless, or defend any party. Also, the University will not enter into any agreement which contains a clause limiting its remedies against any party.
12. **Authorized Dealer:** Respondent must be an authorized dealer of any goods or services sold to the University. If requested, the respondent must provide an authorization letter from the original equipment manufacturer. Failure to do so may result in the bid being disqualified or the award being canceled.
13. **Sales Data:** Upon request, the respondent agrees to furnish the University a summary of sales made under the agreement. This data may include: delivery date, department name, invoice date, invoice number, item description, list price, method of payment, net price, order date, order method, quote number and manufacturer part number. The University may terminate the award if this information is not provided in a reasonable time period.
14. **Irrevocable Waiver:** By responding to the solicitation, respondent hereby irrevocably waives any claims against the University’s trustees, officers, employees and former employees. Respondent also agrees not to sue University employees in their individual capacity. This waiver applies to respondent and their successors, heirs and assigns. The University and the respondent state that this clause is material to this bid.
15. **Collusion, Conflict of Interest and Debarment:** When submitting a bid, the respondent certifies the following:
	1. The respondent prepared and arrived at its bid independently and there was not any collusion between respondents. The respondent agrees not to discuss or reveal its bid to anyone until after the award is made.
	2. No funds resulting from this award will be paid either directly or indirectly to any University employees, their spouses or dependent children. This prohibition applies for up to six months after they terminate their employment with the University.
	3. All potential conflicts of interests will be disclosed in the bid response including if any owners of respondent are related to any University employee, their spouse, or dependent children.
	4. The respondent is not presently debarred, proposed to be debarred, suspended, or declared ineligible for covered transactions by any federal agency or department.

If the University determines that the respondent failed to disclose or incorrectly disclosed information related to any of the four statements listed above, the University may consider any such actions to be grounds for response rejection or award termination, regardless of the time of detection

1. **Equipment:** Unless the University states otherwise in its specifications, all bidders must quote prices for new equipment.  If a Respondent fails to quote prices for new equipment and the University accepts the order, Respondent will be liable for providing the University with new equipment at no extra costs to the University.  If the University’s specifications allow for used equipment, Respondent must list the equipment’s date of manufacture, number of previous owners, condition, maintenance and repair history, and any other relevant information.  University may inspect any used equipment before purchasing the used equipment.

**TERMS THAT GOVERN THE BID EVALUATION PROCESS**

By submitting a bid, the respondent agrees to the following terms and conditions that govern the University’s evaluation of respondents’ bids:

1. **Acceptance and Rejection of Bids:** The University may accept or reject any bids when, in its opinion, such action is in the best interests of the University. In such circumstances, the University may re-solicit bids or to continue with the current supplier for these services. The University may also waive minor variances or immaterial defects in a response. The University may also accept any item in the bid, unless otherwise specified by the Respondent.
2. **Discretion:** All decisions regarding a bid, including the award, are within the University’s sole discretion. The University may award to respondent other than the highest scoring or lowest costs. For clarity, as used in these Purchasing Terms and Conditions the word “may” means “sole discretion.”
3. **Award**: This solicitation does not commit the university to make an award or to procure or contract for the goods or services described in this solicitation. The University reserves the right to negotiate terms and alter the specifications with the with the lowest cost respondent or highest point scoring respondent, however, if the University and respondent are unable to reach mutually agreeable terms and conditions, the University reserves the right to reject the bid and negotiate terms of an agreement with the next low-cost respondent or next highest point scoring respondent. If the agreement with the successful respondent is terminated for any reason prior to the agreement termination date, the University may elect to substitute the next lowest cost respondent or the next highest point scoring respondent, if they are willing to honor the prices in their initial proposal. A Purchasing Department of the University of Tennessee is the only office authorized to award a purchase order or contract for the required services.
4. **Multiple Awards:** The University may award this solicitation to multiple respondents.
5. **Inspection of the Bid File:** During the open file period, the bid file is open to inspection to all respondents.  The file becomes public record after the solicitation has been awarded.
6. **Protest Procedure:** Any respondent wishing to protest a decision must do so in accordance with the University’s procurement policy (<http://policy.tennessee.edu/fiscal_policy/fi0405/>). The parties shall make reasonable efforts to resolve any dispute before filing any formal legal action.

**Schedule 2: Insurance Requirements**

The winning respondent must comply with the insurance requirements listed below. For purposes of this Schedule 2, the winning respondent is referred to as “Supplier.”

Supplier shall comply with the following terms regarding insurance:

1. **Additional Insurance Requirements*:*** Supplier’s policies shall include, or be endorsed to include, the following provisions:
	1. On insurance policies where The University of Tennessee is named as an additional insured, The University of Tennessee shall be an additional insured to the full limits of liability purchased by the Supplier, even if those limits of liability are in excess of those required by this contract.
	2. The Supplier’s insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
2. **Notice of Cancellation*:*** Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after 30 days’ prior written notice has been given to The University of Tennessee, except when cancellation is for non-payment of premium; then 10 days’ prior notice may be given. Such notice shall be sent directly to:

The University of Tennessee Office of Risk Management

5723 Middlebrook Pike, Ste. 218

Knoxville, TN 37996

If any insurance company refuses to provide the required notices, the Supplier or its insurance broker shall notify The University of Tennessee of any cancellation, suspension or non-renewal of any insurance within 7 days of receipt of insurers’ notification to that effect.

1. **Acceptability of Insurers*:*** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Tennessee and with an “A.M. Best” rating of not less than A- VII. The University of Tennessee in no way warrants that the above-required minimum insurer rating is sufficient to protect the Supplier from potential insurer insolvency.
2. **Verification of Coverage*:*** Supplier shall furnish The University of Tennessee with certificates of insurance (ACORD form or equivalent) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by The University of Tennessee before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract or to provide evidence of renewal is a material breach of contract.

1. **Subcontractors:**Supplier’s certificate(s) shall include all subcontractors as additional insureds under its policies, or contractor shall furnish to The University of Tennessee separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
2. **Approval:**Any modification or variation from the insurance requirements in this contract shall be made by the risk management department, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
3. **Waiver of Subrogation**: Supplier hereby waives any right of subrogation on the part of its insurance provider against the University. Supplier shall ensure that its insurance certificates include the following language:

The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General and Automobile Liability policies. A Waiver of Subrogation applies to Workers Compensation and the General and Automobile Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A thirty day notice of cancellation is required.

1. During the term of this agreement, Supplier must maintain the following insurance types and limits (or higher limits):

Workers Compensation (WC):            Statutory Limits – required in all contracts

Employers’ Liability Each Accident $100,000

Employers’ Liability Disease – each employee $100,000

Employers’ Liability Disease – policy limit $500,000

Commercial General Liability (CGL):

Each Occurrence Limit $1,000,000

Damage to Rented Premises – Ea. Occ. $300,000

Medical Expense – any one person $10,000

Personal & Advertising Injury Limit $1,000,000

General Aggregate Limit $2,000,000

Products/Completed Ops. Aggregate Limit $2,000,000

Automobile Liability

Combined Single Limit – each accident $1,000,000

Cyber/Technology Professional Liability

Each Occurrence $10,000,000

Data breach response expenses $10,000,000

   General aggregate $10,000,000

Crime Insurance

Each Occurrence $1,000,000

General Aggregate $1,000,000

Social Engineering Fraud $1,000,000

**Schedule 3: Security Requirements**

1. **Definitions**: For purposes of this Schedule 3, the following definitions apply:

“Brand Features” means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

“End User” means the individuals authorized by the University to access and use the Services.

The University uses the Federal Information Processing Standards Publication 199 to categorize systems and information. University classifies moderate and high information as follows:

* The potential impact is ”moderate” if the loss of confidentiality and integrity could be expected to have a serious adverse effect on organizational operations, organizational assets, or individuals. For example, the loss of confidentiality and integrity might: (i) cause a significant degradation in mission capability to an extent and duration that the organization is able to perform its primary functions, but the effectiveness of the functions is significantly reduced; (ii) result in significant damage to organizational assets; (iii) result in significant financial loss; or (iv) result in significant harm to individuals that does not involve loss of life or serious life threatening injuries.
* The potential impact is ”high” if the loss of confidentiality and integrity could be expected to have a severe or catastrophic adverse effect on organizational operations, organizational assets, or individuals. For example, the loss of confidentiality and integrity might: (i) cause a severe degradation in or loss of mission capability to an extent and duration that the organization is not able to perform one or more of its primary functions; (ii) result in major damage to organizational assets; (iii) result in major financial loss; or (iv) result in severe or catastrophic harm to individuals involving loss of life or serious life threatening injuries.
* The system might store, process, and transmit university information that is classified as moderate, including Personal Information. Personal Information is defined by the state in Tennessee Code Annotated § 47-18-2107 as the following:

**(4)**  "Personal information":

**(A)**  Means an individual's first name or first initial and last name, in combination with any one (1) or more of the following data elements:

**(i)**  Social security number;

**(ii)**  Driver license number; or

**(iii)**  Account, credit card, or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account; and

**(B)**  Does not include information that is lawfully made available to the general public from federal, state, or local government records or information that has been redacted, or otherwise made unusable;

“Securely Destroy” means taking actions that render data written on media unrecoverable by both ordinary and extraordinary means.

“Security Breach” means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.

1. **Rights and License in and to University Data**: All rights including, all intellectual property rights, in and to University Data remain University’s exclusive property, and University hereby grants Supplier a limited, nonexclusive license to use these data as provided in this agreement solely for the purpose of performing its obligations. This agreement does not give a party any rights, implied or otherwise, to the other’s data, content, or intellectual property, except as expressly stated in the agreement. If Supplier will use third parties to fulfill its obligations under this agreement, Supplier must first obtain the University’s permission before transferring University data to any third parties.
2. **Intellectual Property Rights and Disclosure**:
	1. Unless University agrees otherwise in writing, Supplier will not disclose to any third party any materials that Supplier creates for University under this agreement.
	2. Supplier states that University will own all rights, title and interest in any and all intellectual property rights the University creates in the performance or otherwise arising from this agreement and will have full ownership and beneficial use it, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Supplier hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from this agreement, and will execute any future assignments or other documents needed for the University to document, register, or otherwise perfect such rights.
3. **Data Security**: Supplier shall protect University’s information in compliance with the controls defined in (select one):

[ ]  Center for Internet Security;

[ ]  ISO 27001;

[ ]  NIST SP 800-53;

[ ]  NIST Cybersecurity Framework.

1. **Data Privacy**:
	1. Supplier will use University Data only for the purpose of fulfilling its duties under this agreement and will not share such data with or disclose it to any third party without the prior written consent of University, except as required by this agreement or as otherwise required by law.
	2. Supplier will not store University Data on servers located outside of the United States, unless the University agrees in writing that Supplier may store University Data outside of the United States.
	3. Supplier will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Supplier’s obligations under this agreement. Supplier shall ensure that employees who perform work under this agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this agreement.
2. **Background Checks**:
	1. Supplier shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this agreement including but not limited to all terms relating to data and intellectual property protection.
	2. Supplier shall perform the following background checks on all employees who have potential to access University Data in accordance with the Fair Credit Reporting Act: Social Security Number trace; 7-year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; the Office of Inspector General’s Exclusions Database; and Office of Defense Trade Controls Debarred Persons List (DDTC).
3. **Data Authenticity and Integrity**: Supplier will take reasonable measures, including audit trails, to protect the confidentiality, integrity, and availability of the University’s Data against deterioration or degradation of data quality and authenticity. Supplier shall ensure that University Data is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
4. **Security Breach**:
	1. Response: Immediately upon becoming aware of a Security Breach of Moderate or High information, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Supplier will notify University, fully investigate the incident. Supplier will cooperate fully with the University’s investigation of and response to the incident, including providing University or its agents, or both, with access (physical and logical) to Supplier’s related documents and facilities. Except as otherwise required by law, Supplier will not provide notice of the incident directly to individuals whose Personal Information was involved, regulatory agencies, or other entities, without University’s prior written permission.
	2. Liability: In addition to any other remedies available to University under law or equity, Supplier will reimburse University in full for all costs incurred by the University in investigation and remediation of such Security Breach, including but not limited to providing notification to individuals or entities whose Personal Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year’s credit monitoring to the affected individuals if the Personal Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.
5. **Response to Legal Orders, Demands, or Requests for Data**:
	1. Except as otherwise expressly prohibited by law, Supplier will:
		1. immediately notify University of any subpoenas, warrants, or other legal orders, demands or requests received by Supplier seeking University Data;
		2. consult with University regarding its response;
		3. cooperate with University’s reasonable requests in connection with efforts by University to intervene and quash or modify the legal order, demand or request; and
		4. upon University’s request, provide the University with a copy of its response.
	2. If University receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Tennessee Public Records Act) or request seeking University Data maintained by Supplier, University will promptly provide a copy to Supplier. Supplier will promptly supply the University with copies of data required for University to respond, and will cooperate with University’s reasonable requests in connection with its response.
6. **Data Transfer Upon Termination or Expiration**:
	1. Upon termination or expiration of this agreement, Supplier will ensure that all University Data are securely returned or destroyed as directed by University in its sole discretion. Transfer to University or a third party designated by University shall occur within a reasonable period of time, and without significant interruption in service. Supplier shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of University or its transferee, and to the extent technologically feasible, that University will have reasonable access to University Data during the transition. In the event that University requests destruction of its data, Supplier agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Supplier might have transferred University data. Supplier agrees to provide documentation of data destruction to University.
	2. Fees:
		1. Destruction: Supplier will not charge University any fees for Securely Destroying University data.
		2. Return: Supplier will not charge University any fees for returning University data.
	3. Supplier will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Supplier’s facilities to remove and destroy University-owned assets and data. Supplier shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to University.
7. **Audits**:
	1. If Supplier must create, obtain, transmit, use, maintain, process, or dispose of the University Data which has been identified to Supplier as having the potential to affect the accuracy of University’s financial statements, Supplier will at its expense conduct or have conducted at least annually a:
		1. American Institute of CPAs Service Organization Controls (SOC) Type II audit, or other security audit with audit objectives deemed sufficient by University, which attests Supplier’s security policies, procedures and controls;
		2. Vulnerability scan, performed by an industry standard scanner, of Supplier’s electronic systems and facilities that are used in any way to deliver electronic services under this agreement; and
		3. Formal penetration test, performed using an industry standard process and qualified personnel, of Supplier’s electronic systems and facilities that are used in any way to deliver electronic services under this agreement.
	2. University will review Supplier’s results of the above, and determine whether Supplier complies with industry standards.
	3. Additionally, Supplier will provide University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this agreement. University may require, at University expense, Supplier to perform additional audits and tests, the results of which will be provided promptly to University.
8. **Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance**: Supplier shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to Supplier’s profession in an amount not less than $10,000,000 per occurrence or claim, and $10,000,000 annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties. Such coverage must include data breach response expenses, in an amount not less than $10,000,000 and payable whether incurred by University or Supplier, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for University or on behalf of University.
9. **Credit Monitoring Services**: In the event that Supplier experiences a data breach that exposes consumer credit information, such as Social Security Numbers, Supplier shall provide credit monitoring to the affected University employees for at least 12 months. University and Supplier will agree on the credit monitoring company. Supplier will pay for all costs associated with the credit monitoring service.
10. **Forensic Examination Services**: In the event that Supplier experiences a data breach, Supplier shall engage the services of a forensic data examiner at Supplier’s costs.
11. **California Consumer Privacy Act**: Supplier hereby states that it is in compliance with the California Consumer Privacy Act.