



EAST TENNESSEE STATE
UNIVERSITY

REQUEST FOR QUALIFIED SUPPLIERS

BROKER SERVICES FOR MEDICAL RESIDENT INSURANCE(S)

RFQ-S No.	6888
Proposal Issue Date	May 10, 2024
Response Date/Time	June 17, 2024

**East Tennessee State University
Request for Qualified Suppliers 6888
Broker Services for Medical Resident Insurance(s)**

ACKNOWLEDGMENT OF RECEIPT AND INTENT TO PROPOSE

This is to acknowledge receipt of Request for Qualified Suppliers 6888 for Broker Services for Medical Resident Insurance dated May 10, 2024. Sealed proposals are due June 17, 2024 at 2:00 p.m., EST.

Our firm intends to submit a proposal and hereby requests to receive attachments for insurance type(s) checked below and any addenda or other correspondence related to RFQ-S 6888.

Note: ETSU will only accept proposals through an insurance brokerage firm. It remains the brokerage firm's responsibility to relay RFQ-S information directly to the carriers they choose to involve in the RFQ-S process. The University will not send additional RFQ-S information to those firms that did not submit an Intent to Propose.

Group Health - The following attachments will be sent to your firm:
Attachment A - Schedule of Current Healthcare Plan Benefits
Attachment B - Schedule of Current Prescription Drug Benefits
Attachment E - Schedule of Resident Census
Attachment F - Copy of Healthcare; Invoice for October 2023
Attachment H - Copy of Catastrophic Claims Experience
Attachment I - Summary of Medical and Pharmacy Costs

Group Dental - The following attachments will be sent to your firm:
Attachment C - Schedule of Required Dental Plan Benefits
Attachment E - Schedule of Resident Census

Life, Accidental Death & Dismemberment - The following attachments will be sent to your firm:
Attachment D - Schedule of Current Group Term Life Insurance and Accidental Death and Dismemberment Plan
Attachment G - Copy of Life, AD & D
Attachment E - Schedule of Resident Census

Long Term Disability – The following attachments will be sent to your firm:
Attachment J – Schedule of Current Long Term Disability Income Benefits
Attachment E - Schedule of Resident Census

Vision Insurance - The following attachments will be sent to your firm:
Attachment K – Schedule of Current Group Vision Insurance
Attachment E – Schedule of Resident Census

Our firm does not intend to submit a proposal and does not wish to receive any attachments, addenda or other correspondence related to this RFQ-S.

Complete this form by June 4, 2024 and return via email to Katie Little Zink at littlekm@etsu.edu.

_____	Address: _____
Firm Name _____	_____
_____	_____
Contact Person (Type/Print Name) _____	_____
_____	Phone Number: _____
Signature _____	Fax Number: _____
Date: _____	Email Address: _____

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1 INTRODUCTION

1.1 Background

East Tennessee State University is located in Johnson City, Tennessee. Comprised of 11 colleges and schools, including 140 academic programs, ETSU offers degrees in arts and sciences, business and technology, education and health sciences, including numerous honors and enrichment opportunities for undergraduates and graduates. The ETSU campus consists of a 350-acre main campus and a 31-acre Medical College that is located on the Veterans Administration campus. ETSU also has over 20 remote sites that include Distance Education Centers and Medical Clinics.

Currently, ETSU's enrollment surpasses 14,000 students, taught and served by more than 2,600 faculty and staff.

For additional information, please visit the ETSU web site at www.etsu.edu and the ETSU athletics site at www.etsubucs.com.

Nature of Business

The Graduate Medical Education (ACGME) programs of the East Tennessee State University James H. Quillen College of Medicine, which employ resident and fellow physicians during their training, run from one (1) to seven (7) years in length. The ACGME considers fellows as residents, therefore, the term "residents" in this document includes all graduate medical education learners. There is a turnover of approximately one-third of the residents each year. The average age of the residents remains relatively stable, since the older individuals complete the residency program and are replaced by younger residents each year.

1.2 Statement of Procurement Purpose

East Tennessee State University (ETSU), hereinafter Institution, has issued this Request for Qualified Suppliers (RFQ-S) to define the Institution's minimum service requirements; solicit proposals; detail proposal requirements; and, outline the Institution's process for evaluating proposals and selecting a contractor to provide the requested goods and/or goods and/or services.

Through this RFQ-S, Institution seeks to procure necessary goods and/or services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are small, minority, women, and service-disabled veteran owned, the opportunity to do business with the Institution. Vendors must complete the Ownership Ethnicity Form (See Attachment 6.1 for form and classification definitions). In addition, all small, minority, women and service-disabled veteran owned businesses are strongly encouraged to register with the Governor's Office of Diversity Business Enterprise (Go-DBE) to attain official certification. The Institution shall work with the successful Proposer and the Go-DBE Office regarding registration/certification.

The Institution intends to secure a contract and is seeking proposals from insurance brokerage firms to support this Request for Qualified Suppliers. Only one proposal presented per type of policy/plan requested will be considered. Any contract resulting from this Request for Qualified Suppliers will be between the brokerage firm or servicing agency and the Institution. Proposals must include the name of the servicing agency or brokerage firm that will service the Institution's plan(s). Proposals not naming the servicing agent or brokerage firm may be considered non-responsive.

Submission of a proposal shall constitute acceptance of the terms, conditions, criteria, requirements, and evaluation process of the RFQ-S and the resulting contract, and operates as a waiver of any objection hereto. However, a final contract will be negotiated to include, or exclude, language as appropriate to the State of Tennessee.

See Attachment 6.4 for additional information and requirements.

1.3 Scope of Service, Contract Period, and Required Terms and Conditions

The RFQ-S Attachment 6.2, *Pro Forma* Contract details what the Institution requires:

- Scope of Goods and/or services and Deliverables;
- Contract Period;
- Payment Terms;
- Terms and Conditions; and,
- Special Terms and Conditions

The *Pro Forma* Contract substantially represents the contract document that the successful 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.

- 1.3.1 The plan will be fully insured effective January 1, 2025. The proposal response is to represent as a fully insured plan.
- 1.3.2 The Servicing Agency is expected to hold a meeting with the medical residents and attend the orientation session each year for new medical residents at the College of Medicine campus located in Johnson City, Tennessee to review coverage and discuss procedures each year. The Servicing Agency will also handle the monthly changes, additions, deletions, etc., and will invoice East Tennessee State University's James H Quillen College of Medicine monthly for all premiums.
- 1.3.3 The plan must accept all current plan participants with full disclosure by the Institution.
- 1.3.4 Proposed Premiums. The proposed premiums should be quoted for the base plan and options. The submitted plan must indicate proposed premiums on a monthly basis to identify specific administrative fees, either dollars per contract per month, or as a percentage of claims paid. Also, all administrative charges not included in the administrative fee, such as reports, booklets, enrollment cards, consultations, etc., must be disclosed in this bid process.

1.4 Coverage and Participation

It is acknowledged that East Tennessee State University is issuing this proposal, with the option for other institutions within the System, the University of Tennessee System of Higher Education and the State of Tennessee Departments to utilize the resulting Contract. A listing of these institutions is provided in Attachment 6.8. After the initial term of the resulting Contract, and each year of the Contract thereafter, the Institution reserves the right to re-negotiate more favorable terms/pricing if more institutions provided in Attachment 6.8 choose to join the resulting Contract.

1.5 Nondiscrimination

The Servicing Agency shall abide by all applicable federal and state laws pertaining to discrimination and hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the performance of this Contract or in the employment practices of the Servicing Agency on the grounds of classifications protected by Federal or State law. Accordingly, the Servicing Agency shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

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

Special Assistant to the President for Equity & Diversity
1276 Gilbreath Dr.
Johnson City, TN 37614
423.439.4445

1.6 Assistance to Proposers with a Disability

A Proposer with a handicap or disability may receive accommodation relating to the communication of this RFQ-S and participation in this RFQ-S process. A Proposer may contact the RFQ-S Coordinator to request reasonable accommodation no later than the Disability Accommodation Request Deadline in the RFQ-S Section 2, Schedule of Events.

1.7 RFQ-S Communications

1.7.1 Unauthorized contact regarding this RFQ-S with employees or officials of the Institution other than the RFQ-S Coordinator named below may result in disqualification from this procurement process.

1.7.1.1 Interested Parties must direct all communications regarding this RFQ-S to the following RFQ-S Coordinator, who is the Institution's only official point of contact for this RFQ-S.

Katherine Little Zink
East Tennessee State University
1276 Gilbreath Dr.
Burgin Dossett Hall, B-16
Johnson City, TN 37614
423.439.4224
423.439.6890
littlekm@etsu.edu

1.7.2 The Institution has assigned the following RFQ-S identification number that must be referenced in all communications regarding the RFQ-S:

RFQ-S 6888

1.7.3 Any oral communication shall be considered unofficial and non-binding with regard to this RFQ-S. Only the Institution's official, responses and communications, as defined in Section 1.7.7 below, shall be considered binding with regard to this RFQ-S. The Institution's official responses and other official communications pursuant to this RFQ-S shall constitute an amendment of this RFQ-S.

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

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

1.7.6 The Institution reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification.

1.7.7 The Institution will convey all official responses and communications and reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFQ-S. Such communication may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the Institution. For Internet posting, please refer to the following website: <https://www.etsu.edu/bf/purchasing.php>

1.7.8 Any data or factual information provided by the Institution (in this RFQ-S, an RFQ-S Amendment or any other communication relating to this RFQ-S) is for informational purposes only. The Institution will make reasonable efforts to ensure the accuracy of such data or information; however, it is the Proposer's obligation to independently verify any data or information provided by the Institution.

1.8 Notice of Intent to Propose

Each potential Proposer should submit a Notice of Intent to Propose to the RFQ-S Coordinator by the deadline in the RFQ-S Section 2, Schedule of Events. The notice should include:

- Proposer's name
- name and title of a contact person
- address, telephone number, facsimile number, and email address of the contact person

NOTICE: A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of RFQ-S amendments and other communications regarding the RFQ-S (refer to RFQ-S Sections 1.7, *et seq.*, above).

1.9 Proposal Deadline

Proposals must be submitted no later than the Proposal Deadline time and date detailed in the RFQ-S Section 2, Schedule of Events. A proposal must respond to the written RFQ-S and any RFQ-S exhibits, attachments, or amendments. A late proposal shall not be accepted, and a Proposer's failure to submit a proposal before the deadline shall cause the proposal to be disqualified. It is the responsibility of the Proposer to ascertain any additional requirements with respect to packaging and delivery to the Institution. Proposers should be mindful of any potential delays whether foreseeable or unforeseeable.

1.10 Written Questions/Answer Period

A question and answer period deadline is defined in the RFQ-S Section 2, Schedule of Events. The purpose of the written question/answer period is to allow Proposers to submit any questions they may have regarding the scope of goods and/or services requested. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the Institution as described in RFQ-S Sections 1.7, *et seq.*, above and on the date in the RFQ-S Section 2, Schedule of Events.

2 RFQ-S SCHEDULE OF EVENTS

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

RFQ-S SCHEDULE OF EVENTS		
NOTICE: The Institution reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. The Institution will communicate any adjustment to the Schedule of Events to the potential Proposers from whom the Institution has received a Notice of Intent to Propose.		
EVENT	TIME	DATE <small>(all dates are Institution business days)</small>
1. Institution Issues RFQ-S		May 10, 2024
2. Disability Accommodation Request Deadline	4:30pm EST	May 17, 2024
3. Pre-Proposal Comments/Written Questions Deadline	2:00pm EST	May 24, 2024
4. Institution Responds to all Comments/Questions	4:30pm EST	May 31, 2024
5. Notice of Intent to Propose (use response form, pg. 2)		June 4, 2024
6. Proposal Deadline / Opening	2:00pm EST	June 17, 2024
7. Institution Completes Technical Proposal Evaluations		June 27, 2024
8. Institution Issues Intent to Award Letter and Opens RFQ-S Files for Public Inspection		July 2, 2024
9. Award of Contract		July 9, 2024
10. Contract Effective Date		January 1, 2025

3 PROPOSAL REQUIREMENTS

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

3.1 Proposal Form and Delivery

3.1.1 Each response to this RFQ-S must consist of a Technical Proposal (as described below).

3.1.2 Each Proposer must submit one (1) original (with original signature) and six (6) *electronic copies of the Technical Proposal to the Institution in a sealed package that is clearly marked:

“Technical Proposal in Response to RFQ-S 6888 - Do Not Open”

*electronic copy must be submitted on a flash drive with the Technical Proposal submission in a Word document.

3.1.4 The Institution must receive all proposals in response to this RFQ-S, at the following address, no later than the Proposal Deadline time and date in the RFQ-S Section 2, Schedule of Events. Late proposals will not be considered and will remain unopened and filed in the RFQ-S file.

East Tennessee State University
Procurement Office, Burgin Dossett Hall, B-16
1276 Gilbreath Dr.
Johnson City, TN 37614

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

3.2 Technical Proposal

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

3.2.2 Each Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Each Proposer must duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate). The order of the response to the Technical Proposal and Evaluation Guide must be preserved.

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

3.2.4 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.

- 3.2.5 The Institution may, at its sole discretion, determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference sections of the Technical Proposal as required by this RFQ-S and the Technical Proposal and Evaluation Guide **(including using Attachment 6.5 as a table of contents as specified in 3.2.2 hereof)**;
- 3.2.6 The Institution may at its sole discretion, determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to **appropriately address/meet all of the requirements** detailed in the Technical Proposal and Evaluation Guide
- 3.2.7 **The Proposer must sign and date the Technical Proposal. Digital, electronic, or facsimile signatures will not be acceptable as the original signature. Failure to submit one (1) original with an original signature will be cause for rejection of the proposal.**
- 3.2.8 In the event of a discrepancy between the original Technical Proposal and the digital copy, the original, signed document will take precedence.

4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION

4.1 Proposer Required Review and Waiver of Objections

Each Proposer must carefully review this RFQ-S and all attachments, including but not limited to defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). All such Comments must be made in writing and received by the Institution no later than the Written Comments Deadline in the RFQ-S Section 2, Schedule of Events. This will allow issuance of any necessary amendments and help prevent the necessity of cancelling the RFQ-S.

Any proposed alternatives, revisions or additions to the Pro Forma Contract (Attachment 6.2) must be made in writing. **Should the Proposer fail to include proposed alternatives, revisions or additions to the Pro Forma by the Written Comments deadline and/or in its Technical Proposal Response, such alternatives, revisions or additions will not be considered.** A proposal that limits or changes any of the terms or conditions contained in the Pro Forma Contract may be considered non-responsive.

4.2 RFQ-S Amendment and Cancellation

The Institution reserves the unilateral right to amend this RFQ-S at any time. If an RFQ-S amendment is issued, the Institution will communicate such amendment to the potential Proposers. Each proposal submitted must in response to the final written RFQ-S and any exhibits, attachments, and amendments.

The Institution reserves the right, at its sole discretion, to cancel and reissue this RFQ-S or to cancel this RFQ-S in its entirety in accordance with applicable laws and regulations.

4.3 Proposal Prohibitions and Right of Rejection

- 4.3.1 The Institution reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.
- 4.3.2 Each proposal must comply with all of the terms of this RFQ-S and all applicable state laws and regulations. The Institution may consider any proposal that does not comply with all of the terms, conditions, and requirements of this RFQ-S to be non-responsive and reject it.
- 4.3.3 A proposal of alternate goods and/or goods and/or services (*i.e.*, a proposal that offers goods and/or services different from those requested by this RFQ-S) shall be considered non-responsive and rejected.
- 4.3.4 A Proposer may not restrict the rights of the Institution or otherwise qualify a proposal. The Institution may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected.
- 4.3.5 A Proposer shall not submit more than one proposal that offers the goods and/or services requested by this RFQ-S. Submitting more than one proposal shall result in the disqualification of the Proposer unless specifically provided for in this RFQ-S.
- 4.3.6 A Proposer shall not submit multiple proposals in different capacities. This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and a second Proposer submitting a proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime contractor. Submitting multiple proposals in different capacities may result in the disqualification of all Proposers knowingly involved.
- 4.3.7 N/A
- 4.3.8 The Institution shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFQ-S:
 - 4.3.8.1 An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

- 4.3.8.2 A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
- 4.3.8.3 A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.
- 4.3.9 The Institution reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with this RFQ-S. If the Institution waives minor variances in a proposal, such waiver shall not modify the RFQ-S requirements or excuse the Proposer from full compliance with the RFQ-S.

4.4 Incorrect Proposal Information

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

4.5 Proposal of Additional Goods and/or services

If a proposer offers related goods and/or services in addition to those required by and described in this RFQ-S, the additional goods and/or services may be added to the Contract before contract signing at the sole discretion of the Institution. Proposers must provide a detailed description of each related product and/or service offered in addition to those specified in this RFQ-S to be considered for inclusion in the contract as a separate attachment. Please note that proposed additional goods and/or services will not be used in evaluating the proposal.

4.6 Assignment & Subcontracting

- 4.6.1. The Proposer may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFQ-S without prior approval of the Institution. The Institution reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.
- 4.6.2. If a Proposer intends to use subcontractors, the response to this RFQ-S must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFQ-S Attachment 6.4., Section B, Qualifications & Experience Requirements, Item B.11.).
- 4.6.3. Subcontractors identified within a response to this RFQ-S will be deemed as approved by the Institution unless the Institution expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.
- 4.6.4. After contract award, a Proposer may only substitute an approved subcontractor at the discretion of the Institution and with the Institution's prior, written approval.
- 4.6.5. Notwithstanding any Institution approval relating to subcontracts, the Proposer who is awarded a contract pursuant to this RFQ-S will be the prime contractor and will be responsible for all work under the Contract.

4.7 Right to Refuse Personnel

The Institution reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel, of the prime contractor or a subcontractor providing goods and/or services. The Institution will document in writing the reason(s) for any rejection of personnel.

4.8 Insurance

Successful Proposer must provide and maintain a commercial general liability policy. The 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 Proposer shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law. The Proposer shall deliver to the Institution a certificate of insurance no later than the effective date of the contract, with the policy listing the Institution as additional insured. If any policy providing insurance required by the contract is cancelled prior to the policy expiration date, the Proposer, upon receiving a notice of cancellation, shall give immediate notice to the Institution.

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

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

4.9 Professional Licensure and Department of Revenue Registration

4.9.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the Institution as a part of a response to this RFQ-S, shall be properly licensed to render such opinions.

4.9.2. Before the Contract resulting from this RFQ-S is signed, the apparent successful Proposer (and Proposer's employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods and/or goods and/or services as required by the contract. The Institution may require any Proposer to submit evidence of proper licensure.

4.9.3. Before the Contract is signed, the apparent successful Proposer must be registered with or exempted by the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The Institution shall not award a contract unless the Proposer provides proof of such registration or documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirements, Proposer should visit <https://apps.tn.gov/bizreg/>.

4.10 Financial Stability

The successful Proposer will be required to provide information to ETSU to demonstrate financial stability and capability prior to award of contract. These requirements are located in Attachment 6.4 of this RFQ-S.

4.11 Service Location and Work Space (N/A)

4.12 Proposal Withdrawal

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

4.13 Proposal Errors and Amendments

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

4.14 Proposal Preparation Costs

The Proposer is responsible for all costs associated with the preparation, submittal, or presentation of any proposal.

4.15 Continued Validity of Proposals

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

4.16 Disclosure of Proposal Contents

- 4.16.1 Each proposal and all materials submitted to the Institution in response to this RFQ-S shall become the property of the Institution. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process.
- 4.16.2 Upon the completion of the evaluation of proposals, indicated by public release of a Letter of Intent to Award, the proposals and associated materials shall be open for review by the public in accordance with Tennessee Code Annotated, Section 10-7-504. By submitting a proposal, the Proposer acknowledges and accepts that the proposal contents and associated documents shall become open to public inspection in accordance with said statute.
- 4.16.3 If an RFQ-S is re-advertised, all prior offers and/or proposals shall remain closed to inspection by the Proposers and/or public until evaluation of the responses to the re-advertisement is complete.

4.17 Contract Approval

The RFQ-S and the successful proposer selection processes do not obligate the Institution and do not create rights, interests, or claims of entitlement by either the Proposer with the apparent best-evaluated proposal or any other Proposer. Contract award and Institution obligations pursuant thereto shall commence only after the contract is signed by the Contractor and all other Institution/State officials as required by state laws and regulations.

4.18. Contractor Performance

The Contractor will be responsible for the delivery of all acceptable goods or the satisfactory completion of all goods and/or services set out in this RFQ-S (including attachments) as may be amended. All goods and/or services are subject to inspection and evaluation by the Institution. The Institution will employ all reasonable means to ensure that goods delivered and/or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.19. Contract Amendment

After contract award, the Institution may request the Contractor to deliver additional goods and/or perform additional services within the general scope of the contract and this RFQ-S, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the Institution will provide the Contractor a written description of the additional goods and/or services. The Contractor must respond to the Institution with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFQ-S. If the Institution and the Contractor reach an agreement regarding the goods

and/or services and associated compensation, such agreement must be affected by means of a contract amendment. Further, any such amendment requiring additional goods and/or services must be signed by both the Institution and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render services until the Institution has issued a written contract amendment with all required approvals.

4.20. Severability

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

4.21 Next Ranked Proposer

The Institution reserves the right to initiate negotiations with the next ranked Proposer should the Institution cease doing business with any Proposer selected via this RFQ-S process.

4.22 Contractor Registration

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

4.23 Policy and Guideline Compliance

This proposal request and any award made hereunder are subject to the policies and guidelines of the ETSU Board of Trustees <https://www.etsu.edu/policies/university-policies-administrative-rule.php>.

4.24 Protest Procedures

Refer to the following Internet URL to obtain the Institution's bid protest procedures:
<https://www.etsu.edu/bf/purchasing.php>.

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

4.25 Impermissible Clauses

A Proposer may not restrict the rights of the Institution or otherwise qualify a proposal. The Institution may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected. The following is a list of the impermissible clauses:

1. Hold harmless / indemnification by the State.
2. Disclaimers of liability for incidental, exemplary or consequential damages.
3. Disclaimers of express or implied warranties.
4. Limitation on dollar amount which can be covered by the State.
5. Limitation on time within which State may bring suit.
6. No termination date.
7. Advanced deposits or payments required.
8. State shall pay any taxes associated with the contract.
9. Assessment of penalties and liquidation damages against the State.
10. Binding arbitration clause.

11. Award of attorney's fees and costs in case of breach by the State.
12. Governing law other than Tennessee; consent to jurisdiction outside Tennessee.
13. Provisions requiring payment of interest, late charges or finance charges in excess of Tennessee Prompt Pay Act.
14. Provisions requiring confidentiality and nondisclosure that violate the Tennessee Open Records Act, TCS § 10-7-101, et. Seq
15. Miscellaneous
 - A. The institution may not consent to the issuance of an injunction in the event of breach. An injunction against the State may only be issued pursuant to court order.
 - B. Travel expenses and per diem expenses may not exceed those set by ETSU Travel policy.
 - C. The risk of loss for goods in transit may not pass to the State before delivery unless the seller provides adequate insurance.
 - D. A contract may not be amended or extended if the termination date has passed. Once the contract has expired, there is no legal document remaining to either amend or extend.
 - E. The State may not be required to purchase or obtain insurance including liability insurance, performance bonds, or property insurance.
 - F. State may not be required to pay for labor not employed by the State unless the costs are covered in the contract.

- 4.26** A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFQ-S. If a proposal contains such terms and conditions, the Institution may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.
- 4.27** ETSU facilities are Tobacco-Free, where all use of tobacco is restricted to private vehicles. The policy can be found at <https://www.etsu.edu/tobaccofree/policy.php>.
- 4.28** All vehicles on ETSU property must comply with the University Parking and Traffic Regulations that are found at <http://www.etsu.edu/fa/fs/parking>. A temporary parking pass can be obtained online at this link also. A campus map is found at <https://www.etsu.edu/ehome/maps/>
- 4.29** The successful Proposer is responsible for any damages to ETSU property and is responsible at the contractor's expense for the repair of such damages. This includes damages to sidewalks, curbs, and landscape areas.

5 PROPOSAL EVALUATION & CONTRACT AWARD

5.1 Evaluation Categories and Maximum Points

The Institution will consider qualifications and experience and technical approach in the evaluation of proposals and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each Proposal deemed by the Institution to be responsive.

Attachment 6.5: Mandatory – Section A = PASS / FAIL

Attachment 6.5: Qualifications and Experience – Section B = 150 points max

Attachment 6.5: Technical Approach – Sections C through G = 360 points max

- Breakdown of Technical Approach points as follows:

CATEGORY- Group Health Insurance	MAXIMUM POINTS POSSIBLE
Technical Approach - Section C	160

CATEGORY - Group Dental Insurance	MAXIMUM POINTS POSSIBLE
Technical Approach - Section D	120

CATEGORY – Life and AD&D	MAXIMUM POINTS POSSIBLE
Technical Approach - Section E	20

CATEGORY – Long Term Disability Insurance	MAXIMUM POINTS POSSIBLE
Technical Approach - Section F	20

CATEGORY - Vision	MAXIMUM POINTS POSSIBLE
Technical Approach - Section G	40

5.2 Evaluation Process

The evaluation process is designed to award the contract resulting from this RFQ-S not necessarily to the Proposer offering the lowest cost, but rather to the responsive and responsible Proposer deemed by the Institution to offer the best combination of attributes based upon the evaluation criteria.

“Responsive Proposer” is defined as a Proposer that has submitted a response that conforms in all material respects to the RFQ-S. “Responsible Proposer” is defined as a Proposer that has the

capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

5.2.1 **Technical Response Evaluation**

The RFQ-S Coordinator will use the RFQ-S Attachment 6.5, Technical Proposal and Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

5.2.1.1 The RFQ-S Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFQ-S Attachment 6.5, Technical Proposal and Evaluation Guide, Section A). If the RFQ-S Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Chief Procurement Officer will review the proposal and document his/her determination of whether: (1) the proposal meets requirements for further evaluation; (2) the Institution will request clarifications; or (3) the Institution will determine the proposal to be non-responsive to the RFQ-S and reject it. A determination that a proposal is non-responsive must be approved by the Chief Business Officer before notice may be sent out that the proposal has been rejected.

5.2.1.2 A Proposal Evaluation Team, appropriate to the scope and nature of the RFQ-S, and consisting of three (3) or more Institution employees, will evaluate each Technical Proposal that appears responsive to the RFQ-S.

5.2.1.3 Each Proposal Evaluation Team member will independently evaluate each Technical Proposal against the evaluation criteria, rather than against other proposals, and will score each in accordance with the RFQ-S Attachment 6.5, Technical Proposal and Evaluation Guide.

5.2.1.4 The Institution reserves the right, at its sole discretion, to request Proposer's clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by the Institution. The Proposer shall submit its resulting clarification to the Institution in the format specified in the clarification request.

5.2.4 **Total Proposal Score**

The RFQ-S Coordinator will calculate the sum of the Technical Proposal scores and record the resulting number as the total score for the subject Proposal. (Refer to RFQ-S Attachment 6.6., Score Summary Matrix).

5.3 **Contract Award Process**

5.3.1 The RFQ-S Coordinator will forward the results of the proposal evaluation process to the appropriate institution official who will consider the proposal evaluation process results and all pertinent information available to make a determination about the contract award. The Institution reserves the right to make an award without further discussion of any proposal.

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

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

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

5.3.3 The Institution will make the RFQ-S files available for public inspection as in the RFQ-S Section 2, Schedule of Events following issuance of the Intent to Award.

- 5.3.4 The Proposer with the apparent best-evaluated proposal must agree to and sign a contract with the Institution that shall be substantially the same as the RFQ-S Attachment 6.2, Pro Forma Contract.
- Prior to contract execution, the Institution reserves the right, at its sole discretion, to add terms and conditions or to revise Pro Forma Contract requirements in the Institution's best interests. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFQ-S process.
- 5.3.5 The Proposer with the apparent best-evaluated proposal must sign and return the Contract no later than the Award of Contract Date in the RFQ-S Section 2, Schedule of Events. If the Proposer fails to provide the signed Contract by the deadline, the Institution may determine that the Proposer is non-responsive to the RFQ-S terms and reject the proposal.
- 5.3.6 If the Institution determines that the apparent best-evaluated proposal is non-responsive and rejects the proposal, the RFQ-S Coordinator will re-calculate scores for each submitted proposal to determine the new, apparent best-evaluated proposal.

5.4 **Service and Software Accessibility Requirements**

All Informational Material and Technology (IMT) developed, purchased, upgraded or renewed by or for the use of East Tennessee State University (ETSU) will comply with all applicable ETSU policies, Federal and State laws and regulations including but not limited to the accessibility guidelines set forth in Web Content Accessibility Guidelines 2.0 A & AA, EPub3 Accessibility guidelines, Section 508 and all other regulations promulgated under Section 504 of the Rehabilitation Act and Title II of The Americans with Disabilities Act as amended. Further:

- a. Compliance means that a person with a disability can acquire the same information, engage in the same interactions, and enjoy the same goods and/or services as a person without a disability, in an equally effective and integrated manner, with substantially equivalent ease of use.
- b. The Successful Proposer warrants that any IMT purchased by, developed, upgraded or renewed for the Institution will comply with the aforementioned accessibility guidelines and the Successful Proposer will provide accessibility testing results, written documentation verifying accessibility including the most recent VPAT for the product/service identified in this document.
- c. The Successful Proposer will promptly respond to and resolve accessibility issues/complaints, and to indemnify and hold the Institution harmless in the event of claims arising from inaccessibility of the contractor's/vendor's product(s) or service(s).
- d. Proposer shall provide access to the Institution as needed for testing/compliance review.

Additional information can be found in Attachment 6.11, Vendor Product Accessibility Statement and Documentation.

If Proposer is not compliant at this time with these standards, Proposer shall describe in response to Section C.2.2 below, via the Accessibility Conformance and Remediation Form (Attachment 6.12) its plan for remediation.

1. Proposer must validate that it has implemented and maintains 'appropriate safeguards,' as that term is used in § 314.4(d) of the FTC Safeguard Rule, 16 C.F.R. § 314, for all 'customer information,' as that term is defined in § 314.2(b) of the FTC Safeguard Rule, delivered to Proposer by Institution pursuant to this Agreement. Proposer must validate that it has implemented an Information Security Program ('the Program') as required by the FTC Safeguard Rule.
2. Proposer shall validate in its response its understanding that Proposer shall have a retention and disposal policy of system data.
3. Proposer shall validate in its response its understanding that Proposer shall utilize a data recover/backup system.

ATTACHMENT 6.1

**East Tennessee State University
HIGHER EDUCATION SYSTEM
Ownership Ethnicity Form**

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

<p>1. Name of Contractor:</p> <p>_____</p> <p>Federal ID / Social Security Number:</p> <p>_____</p>	<p>2. Is Contractor a US citizen?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If no, state country of citizenship:</p> <p>_____</p> <p>(If not a US Citizen, please include a copy of Visa with this form.)</p>
<p>3. Kind of Ownership (Check one):</p> <p><input type="checkbox"/> Govt. (GO)</p> <p><input type="checkbox"/> Agency of the State of Tennessee (SA)</p> <p><input type="checkbox"/> Non-Profit (NO)</p> <p><input type="checkbox"/> Majority (MJ)</p> <p><input type="checkbox"/> Minority* (see the following for definition)</p> <p><input type="checkbox"/> Woman (WO)** (see the following for definition)</p> <p><input type="checkbox"/> Small (SM)*** (see the following for definition)</p> <p><input type="checkbox"/> Service-Disabled Veteran****(see the following for definition)</p>	<p>4. Minority / Ethnicity Code (Check One):</p> <p><input type="checkbox"/> African American (MA)</p> <p><input type="checkbox"/> Native American (MN)</p> <p><input type="checkbox"/> Hispanic American (MH)</p> <p><input type="checkbox"/> Asian American (MS)</p> <p><input type="checkbox"/> Other Minority (MO)</p> <p>Specify: _____</p>
<p>5. Preference for reporting purposes: (Note: If Contractor qualifies in multiple categories as small, woman-owned and/or minority, Contractor is to specify in which category he / she is to be considered for reporting and classification purposes.)</p> <p><input type="checkbox"/> Small <input type="checkbox"/> Minority <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Service-Disabled Veteran</p>	
<p>6. Certification: I certify that all the information as completed above is accurate and true.</p> <p>_____</p> <p>Signature Date</p> <p>Name (Printed): _____</p> <p>Title: _____</p>	

***Minority Ownership Clarification:**

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

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

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

****Woman-Owned Business Clarification:**

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

*****Small Business Ownership Clarification:**

A "small business" means a business that is independently owned and operated for profit, is not dominant in its field of operation and is not an affiliate or subsidiary of a business dominant in its field of operation.

The Governor's Office of Diversity Business Enterprise establishes small business guidelines on industry size standards. The criteria guidelines are required to be met in order for a business to be considered small. The annual receipts or number of employees indicates the maximum allowed for a small business concern and its affiliates to be considered small.

******Service-Disabled Veteran Business Enterprise (SDVBE) Clarification**

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

Tennessee Service-Disabled Veteran owned means a service-disabled owned business that is a continuing, independent, for profit business located in the state of Tennessee that performs a commercially useful function, and

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

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

**ATTACHMENT 6.2
PRO FORMA CONTRACT**

The Pro Forma Contract set forth in this Attachment contains some “blanks”, signified in brackets by words in all capital letters, describing material to be added, along with appropriate additional information, in the final contract resulting from this RFQ-S. TO BE COMPLETED BY ETSU AFTER AWARD OF RFQ-S.

**CONTRACT
BETWEEN
EAST TENNESSEE STATE UNIVERSITY
AND
[CONTRACTOR NAME]**

This Contract is entered into this ___ day of _____, 20__ by and between [INSTITUTION NAME] (hereinafter referred to as the “Institution”) and [CONTRACTOR LEGAL ENTITY NAME], (hereinafter referred to as the “Contractor”), is for the purpose of providing [SHORT DESCRIPTION OF THE SERVICE], as further defined in the “SCOPE OF SERVICES”.

The Contractor is [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] with its principal location being:

[ADDRESS]

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

A. SCOPE OF SERVICES:

A.1. The Institution is seeking proposals from insurance brokerage firms to support this Request for Qualified Suppliers that will be between the brokerage firm or servicing agency and the Institution. Proposals must include the name of the servicing agency or brokerage firm that will service the Institution’s plan(s). Proposals not naming the servicing agent or brokerage firm may be considered non-responsive. Submittal of a proposal shall constitute acceptance of the terms, conditions, criteria, requirements, and evaluation process of the RFQ-S and the resulting contract, and operates as a waiver of any objection hereto. However, a final contract will be negotiated to include, or exclude, language as appropriate to the State of Tennessee. Please note that expectations of services can be seen further detailed out in Attachment 6.13, Attachment 6.14, Attachment 6.15, Attachment 6.16, and Attachment 6.17 as included with this RFQ-S.

B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing on **January 1, 2025** and ending on **June 2029**. The Institution shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2. Term Extension. The Institution reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than [WRITTEN NUMBER, NO GREATER THAN FIVE] years, provided that the Institution notifies the Contractor in writing of its intention to do so at least [WRITTEN NUMBER] [NUMBER] days prior to the Contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the Institution’s maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original Contract.
[THESE DATES SHOULD BE COMPLETE WHEN RFQ-S IS ISSUED]

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the Institution under this Contract exceed **[WRITTEN DOLLAR AMOUNT] [NUMBER AMOUNT]**. The Service Rates in Section C.3 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 Institution requests work and the Contractor performs the work.

C.2. Compensation Firm. The Service Rates and the Maximum Liability of the Institution under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless this Contract is amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the Institution 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 listed below. The Contractor shall be compensated based upon the following Service Rates:

<u>SERVICE UNIT/MILESTONE</u>	<u>[DUE DATE]</u>	<u>AMOUNT</u>
[SERVICE UNIT/MILESTONE EVENT]		#[NUMBER AMOUNT]
[SERVICE UNIT/MILESTONE EVENT]		#[NUMBER AMOUNT]

The Contractor shall submit monthly invoices, in form and substance acceptable to the Institution 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.4. Travel Compensation.

The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Payment of Invoice. The payment of an invoice by the Institution shall not prejudice the Institution's right to object to or question any invoice or matter in relation thereto. Such payment by the Institution 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.6. 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 Institution, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.7. Deductions. The Institution 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 Institution any amounts which are or shall become due and payable to the Institution by the Contractor.

C.8. 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 Institution until **[WRITTEN NUMBER] [NUMBER]** days after final completion of the services to be performed by the Contractor under this Contract.**[THIS MAY BE DELETED IF NOT APPLICABLE]**

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The Institution is not bound by this Contract until it is approved by the appropriate officials in accordance with applicable Tennessee laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials in accordance with applicable Tennessee state laws and regulations.
- D.3. Ethnicity. This Contract shall not be executed until the Contractor has completed the Minority/Ethnicity Form.
- D.4. Termination for Convenience. The Institution may terminate this Contract, in whole or in part, without cause for any reason. Termination under this Section D. 4 shall not be deemed a Breach of Contract by the Institution. The Institution 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 Institution 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 based upon such termination. [THIS SHOULD BE COMPLETE BEFORE ISSUANCE OF RFQ-S]
- D.5. Termination for Cause. If the Contractor fails to perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any term of this Contract, the Institution shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services; provided, however, Institution 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 Institution for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.6. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Institution. If such subcontracts are approved by the Institution, 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 Institution 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 Institution, 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 Institution, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the Institution as requested. [OR SPECIFY TIME PERIOD – MONTHLY, QUARTERLY, SEMI-ANNUALLY, ANNUALLY, ETC.]
- 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 ventures, or associates of one another. It is expressly acknowledged by the parties hereto that the parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the Institution, 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. Institution Liability. The Institution 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 Institution 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 Institution 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 or conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- 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 Institution:
Dr. Brian Noland
East Tennessee State University
1276 Gilbreath Dr.
Johnson City, TN 37614
423.439.6890, phone
423.439.5746, fax
littlekm@etsu.edu

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

All instructions, notices, consents, demands, or other communications shall be sent in a manner that verifies proof of delivery. Any communication by facsimile transmission shall also be sent by United States mail on the same date as the facsimile transmission. All communications which relate to any changes to the Contract shall not be considered effective until agreed to, in writing, by both parties.

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 Institution 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 Institution. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the Institution 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— Institution shall notify Contractor in writing of a Breach.
 - (1) In event of a Breach by Contractor, the Institution shall have available the remedy of actual damages and any other remedy available at law or equity.
 - (2) Liquidated Damages— In the event of a Breach, the Institution may assess Liquidated Damages. The Institution 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 the 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 the 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 Institution 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 Institution pursuant to the indemnity provision or other section of this Contract.

The Institution may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the Institution exercises its option to declare a Partial Default, or the Institution terminates the Contract. The Institution is not obligated to assess Liquidated Damages before availing itself of any other remedy. The Institution 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 Institution may declare a Partial Default. In which case, the Institution 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 Institution will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the Institution may revise the time periods contained in the notice written to the Contractor.

In the event the Institution declares a Partial Default, the Institution 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 Institution of providing the defaulted service, whether said service is provided by the Institution or a third party. To determine the amount the Contractor is being paid for any particular service, the Institution shall be entitled to receive within five (5) days of any request, pertinent material from Contractor. The Institution shall make the final and binding determination of the amount.

Upon Partial Default, the Contractor shall have no right to recover from the Institution any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the Institution in the event a Partial Default is declared.

- b. Institution Breach— In the event of a Breach of contract by the Institution, the Contractor shall notify the Institution in writing within 30 days of any Breach of contract by the Institution. The notice shall contain a description of the Breach. In the event of Breach by the Institution, the Contractor may avail itself of any remedy available in the Claims Commission; provided, however, failure by the Contractor to give the Institution written notice and opportunity to cure as described herein operates as a waiver of the Institution'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 the 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/Institution Ownership of Work Products. Contractor grants Institution a world-wide, perpetual, non-exclusive, irrevocable, fully paid up license to use any proprietary software products delivered under this Contract. The Institution 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 services provided under this Contract. The Institution 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 Institution as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the Institution for infringement of any third party's intellectual property rights, including but not limited to, any alleged patent or copyright violations. The Institution 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 Institution, the Contractor shall take all reasonable steps to secure a license for Institution 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 Institution in the event such service is necessitated to enforce the obligations of the Contractor to the Institution.

- 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 Institution 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 Institution.

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, when practical.

- E.8. Inventory/Equipment Control.

No equipment shall be purchased under this Contract.

- E.9. Institution 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 Institution for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the Institution 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 Institution 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 and its attachments
- b. The Request for Qualified Suppliers and its associated amendments
- c. The Contractor's Proposal

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

- E.11. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the Institution hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.
- E.12. Hold Harmless. The Contractor agrees to indemnify and hold harmless the Institution as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person (including Institution), 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 Institution in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the Institution.

In the event of any such suit or claim, the Institution shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof and shall provide all assistance required by the Institution in the Institution's defense. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the Institution 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 listed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- E.14. Prohibition on Hiring Illegal Immigrants. T.C.A. § 12-3-309 prohibits State entities from contracting to acquire goods or services from any person who knowingly utilize the service of illegal immigrants in the performance of a contract or who knowingly utilize the services of any subcontractor, if permitted under the contract, who will utilize the services of illegal immigrants in the performance of the contract. By signing this Contract, the Contractor attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of illegal immigrants in the performance of the Contract and will not knowingly utilize the services of any subcontractor, if permitted under the Contract, who will utilize the services of illegal immigrants in the performance of the Contract.

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

- E.15. Red Flags and Identity Theft. The Contractor shall have policies and procedures in place to detect relevant Red Flags, as that term is defined in Federal Trade Commission regulations, that may arise in

the performance of the Contractor's activities under the Contract or review the Institution's Red Flags identity theft program and report any Red Flags to Institution.

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

Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information complies with all applicable international, federal and state privacy and data protection laws, including without limitation, the Gramm-Leach-Bliley Act ("GLBA"); the Health Information Portability and Accountability Act ("HIPAA"); the Family Educational Rights and Privacy Act ("FERPA") of 1974 (20 U.S.C.1232g), the FTC's Red Flag Rules, as amended together with regulations promulgated thereunder .

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

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

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

Incident Response. "Security Incident" means any reasonably suspected breach of information security, unauthorized access to any System, server or database, or any other unauthorized access, use, or disclosure of Personal Information or Highly-Sensitive Personal Information occurring on Systems under Contractor's control. Contractor shall: (i) provide Institution with the name and contact information for an employee of Contractor who shall serve as Customer's primary security contact and shall be available to assist Customer twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Incident; (ii) notify Institution of a Security Incident as soon as practicable, but no later than forty eight (48) hours after Contractor becomes aware of it, except where disclosure is prohibited by law; and (iii) notify Institution of any such Security Incident by telephone at the following number: Karen King: Office: 423.439.7068, and e-mail kingk@etsu.edu, with a copy by e-mail to Contractor's primary business contact at the Institution.

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

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

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

- E.18. Contractor Commitment to Diversity. The Contractor shall assist the Institution 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 Institution in form and substance as required by Institution.
- E.19. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- E.20. Boycott of Israel. The Contractor certifies that is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-127. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.
- E.21. Service and Software Accessibility Standards. The Contractor warrants and represents that the service and software, including any updates, provided to the Institution 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 Institution with a fully completed Accessibility Statement and Conformance and Remediation forms (Attachments 6.10 & 6.11). The Contractor shall indemnify and hold the Institution harmless in the event of claims arising from inaccessibility related to the Contractor's product and/or services.
- E.22. Click-Wrap Agreements. The Contractor agrees that click-wrap agreements shall not be binding upon the Institution. No employee has the actual or apparent authority to enter into click-wrap agreements on behalf of the Institution without the approval of the Institution's Procurement and/or Contracts Office. No employee has the authority to modify, amend, or supplement this Contract through a click-wrap agreement. This Contract can only be modified, amended, or supplemented under these terms through a written amendment in accordance with the Institution's and ETSU's procedures, policies, and guidelines.
- E.23. Binding Contract. The Contractor fully understands that this Contract 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.

IN WITNESS WHEREOF:

[CONTRACTOR LEGAL ENTITY NAME]:

[NAME AND TITLE]

Date

EAST TENNESSEE STATE UNIVERSITY:

[NAME AND TITLE]

Date

ATTACHMENT 6.2A (Pro-Forma Contract)

CONTRACTOR RESPONSIBILITIES

The Institution is seeking proposals from insurance brokerage firms to support this Request for Qualified Suppliers that will be between the brokerage firm or servicing agency and the Institution. Proposals must include the name of the servicing agency that will service the Institution's plan(s). Proposals not naming the servicing agent may be considered non-responsive. Submittal of a proposal shall constitute acceptance of the terms, conditions, criteria, requirements, and evaluation process of the RFQ-S and the resulting contract, and operates as a waiver of any objection hereto. However, a final contract will be negotiated to include, or exclude, language as appropriate to the State of Tennessee.

Please reference attachments 6.13, 6.14, 6.15, 6.16, and 6.17 for the expectation of benefits East Tennessee State University must receive from the vendor to be provided to the medical residents as outlined within this RFQ-S.

General Scope of Requested Services:

- a. General insurance broker services for the Quillen College of Medicine ("College") Medical Residents.
- b. Conduct meetings with the Medical Residents as needed.
- c. Thoroughly review all existing coverage and make recommendations to the College regarding any changes in coverage based on such things as unintentional self-insurance, gaps in coverage, restrictive limits and cost of coverage.
- d. Assist in the timely preparation of applications and appropriate marketing and underwriting information.
- e. Coordinate and facilitate meetings with appropriate underwriters and others, and negotiate coverage pricing, terms and conditions on behalf of the College.
- f. Identify and facilitate relationships with insurance markets and otherwise represent the College in the marketplace.
- g. Facilitate negotiations with insurance carriers who submit the most favorable quotes. Broker shall maintain complete records of the quote solicitation process and shall provide copies of such records to the College and University upon request.
- h. Assist the University in any coverage disputes with an insurer.
- i. Respond to inquiries concerning coverage issues and claims.
- j. Be available during regular business hours to answer phone calls and field questions with regard to general insurance coverage.
- k. In a timely matter, obtain and review all insurance policies for accuracy and proper form. Follow up with carriers for corrections.
- l. Provide complete copies of all insurance policies and coverage summaries to the College/University.
- m. Request, implement and monitor all required coverage changes and policy endorsements.
- n. Keep the University abreast of market conditions and/or issues related to the maintenance of a sound insurance program including, but not limited to, monitoring the financial condition of all insurance companies currently or previously involved with the University/College.

ATTACHMENT 6.2B (Pro-Forma Contract)

CONTRACT RATES

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

THIS ATTACHMENT SHOULD CONTAIN, AT A MINIMUM, THE BASE COST ITEMS REQUESTED IN THE RFQ-S WHEN THE RFQ-S IS ISSUED.

Please use Attachments 6.14, 6.15, 6.16, 6.17, and 6.18 as the template to provide cost for each item as listed in each respective attachment.

	Year 1	Year 2	Year 3	Year 4	Year 5
Cost Item Description					
D.1 The Proposers costs for this RFQ-S must be addressed by line item, as follows:					

ATTACHMENT 6.2C (Pro-Forma Contract)

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.

TO BE COMPLETED BY SUCCESSFUL PROPOSER AFTER AWARD OF PROPOSAL

ATTACHMENT 6.3

PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND

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

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

1. This proposal constitutes a commitment to provide all goods and/or services as defined in the RFQ-S Attachment 6.2, *Pro Forma* Contract, Scope of Goods and/or Services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFQ-S and shall accept all terms and conditions set out in the RFQ-S Attachment 6.2, *Pro Forma* Contract. A Proposal that limits or changes any of the terms or conditions contained in the *Pro Forma* Contract may be considered by the Institution, in its sole discretion, non-responsive and may be rejected.
2. The information detailed in the proposal submitted herewith in response to the RFQ-S is accurate.
3. The proposal submitted herewith in response to the RFQ-S shall remain valid for at one hundred twenty (120) days subsequent to the date of the Proposal opening and thereafter in accordance with any contract pursuant to the RFQ-S.
4. The Proposer shall comply with all applicable State and Federal laws and regulations, including Institution policies and guidelines in the submission of its Proposal and, if the successful Proposer, in the performance of the Contract.
5. The Proposer shall comply with all of the provisions in the subject RFQ-S.
6. **The Proposer ___does or ___does not agree that this proposal and current contract pricing, if requested, is available to other State of Tennessee Universities/UT Institutions, the Tennessee Board of Regents System and State of Tennessee departments for the same time period it is available to the Institution. A listing of these institutions is provided in Attachment 6.8.**
7. The Proposer certifies, by signature below and submission of this proposal, to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with, obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.
8. The Proposer understands and agrees that Proposer shall be paid by ACH payment. Payment terms are Net 30. Deposits and prepayments are not allowed.
9. By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to § 12-12-106 (Iran Divestment Act). For reference purposes, the list is currently available at:
<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/state-agencies-/statewide-contract-instruction--swc-.html>

SIGNATURE & DATE: _____

ATTACHMENT 6.4

RFQ-S REQUIREMENTS

Overview

East Tennessee State University (hereinafter Institution) is soliciting proposals from qualified proposers for the procurement of broker services for medical resident insurance(s).

The Contract resulting from this Request for Qualified Suppliers (RFQ-S) shall be for a maximum period of five (5) years, inclusive of any applicable renewals.

The following are requirements to respond to this Request for Qualified Suppliers and should be used as a strict guideline in the preparation of a proposal. Each Proposer must use the Technical Proposal and Evaluation Guide (Attachment 6.5) to organize, reference, and draft its Technical Proposal. **Each Proposer must duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate).** The order of the response to the Technical Proposal and Evaluation Guide must be preserved.

The Institution expects all Proposers to submit a complete and thorough response to the specifications identified in this RFQ-S. In response to each specification, Proposers must clearly identify the specification to which they are responding and thoroughly explain how their solution fulfills the requirement of that specification.

SCOPE

East Tennessee State University's - Quillen College of Medicine (hereinafter referred to as the Institution) is seeking proposals for broker services for:

- 1) Group Health Insurance
- 2) Group Dental Insurance
- 3) Group Term Life, Accidental Death and Dismemberment
- 4) Long Term Disability Insurance
- 5) Group Vision Insurance

on behalf of its Medical Residents and Pharmacy Residents. Participants in the program are not considered employees of the Institution. The proposed effective contract date to begin as soon as possible. **The proposed effective date for coverage must begin January 1, 2025.**

The Residency program presently has approximately 250 total participants located in Johnson City, Kingsport and Bristol, TN. Approximately 80 new participants enter the program each year while approximately 70 participants leave the program each year. It is anticipated that the enrollment will be approximately 250.

All program participants are required to have adequate health insurance coverage. Those participants with adequate coverage from other sources will have the option to not participate in the post-doctoral group health insurance plan.

The Institution is seeking proposals directly from Insurance Brokerage Agencies for purposes of submitting a response to this Request for Qualified Suppliers. Only one proposal per policy/plan type will be considered. Any contract resulting from this Request for Qualified Suppliers will be between the insurance brokerage agency and the Institution.

SPECIFICATIONS

- 1) The Institution is seeking proposals for a PPO-type group health insurance plan which includes a prescription drug plan. The Institution is also seeking a group dental plan, group term life insurance, group accidental

death and dismemberment, group long term disability plan, and group vision plan. Features, covered services, and benefit levels must be equal to or exceed requirements presented in Attachments A, B, C, D, J and K (insurance plan benefits) which will be provided to Brokers that submit an intent to bid. Proposals must meet or exceed the Affordable Healthcare Act requirements. The Institution is not interested in HMO or Point-of-Service type plans. The insurance brokerage agency is permitted to propose enhancements to the proposed Plan.

- 2) Proposer may propose more than the minimum requirement. The co-payment, rate after deductible, and the deductible amount must be included in proposal.
- 3) Premiums will be remitted within 30 days following receipt of a correct invoice. The Institution cannot make premium pre-payments. Upon enrollment and prior to actual receipt of the initial premiums by the Contractor (insurer) from the Institution, the participant is considered enrolled and insured on the date of enrollment for the group health insurance program.
- 4) Premiums quoted in the Premium Proposal must remain firm for the first year of the contract. Effective contract date to begin as soon as possible. Coverage for the first year must begin for Medical Residents on **January 1, 2025**. Proposers may, at their option, offer premiums guaranteed beyond the first year of the contract. The contractor will be required to notify the Institution in writing by April 1 of any year in which a premium adjustment is requested for the upcoming contract year. Any premium adjustments requested will be subject to approval by the Institution.
- 5) The proposer must have a nationwide network of preferred providers that is acceptable to the Institution.
- 6) The successful proposer that receives the award must provide periodic reports of premium and claims experience to the following:

Office of Graduate Medicine Education
P O Box 70415
Johnson City, TN 37614
The frequency and level of report will be determined by the GME office.
- 7) The proposer, the proposed carrier, and the proposed servicing agent (s) must be authorized to do business in the State of Tennessee and currently in a satisfactory regulatory status with the Department of Insurance, State of Tennessee.
- 8) The carrier must currently have an "A-" or better Best's rating or equivalent.
- 9) The servicing agent(s) must be able to demonstrate previous underwriting, marketing, and servicing experience in the field of group health insurance. A minimum of two (2) years relevant experience is required.
- 10) The servicing agent(s) must be willing to provide the necessary local coordination and administration of all aspects of the program in a manner agreeable to East Tennessee State University.
- 11) The servicing agent(s) must provide a toll-free number for the purpose of responding to questions or needs of the enrolled residents regarding any aspect of their insurance.
- 12) The successful proposed (contractor) must provide adequate information, in writing, describing the benefits, terms, and conditions of the Group Health Insurance coverage prior to the effective date of such coverage. Additionally, upon enrollment, the carrier must provide, in a form acceptable to the ETSU Graduate Medical Education (GME) office, an individual certificate of insurance or other evidence of insurance for those persons enrolled in the Group Health Insurance program.

13) The insurer and the servicing agent(s) must be compliant with HIPAA and other applicable privacy laws and regulations.

Note: Each element of the specifications shown above must be addressed in the proposal. See Sections C, D, E, F, and G of the Technical Proposal Requirements for each category of insurance product.

1.0 TECHNICAL PROPOSAL REQUIREMENTS

Sealed Technical Proposals must include the information listed below and should be organized accordingly. Each section should be labeled with the applicable heading (Section 6.5C, 6.5D, 6.5E, 6.5F, and 6.5G).

A. The completed Technical Proposal.

B. Either a specimen copy of the proposed policy (with all riders, endorsements, options, exclusions, etc.) or a complete description of the proposed coverage. Sufficient detail must be given to allow the Institution to compare the proposed plan to the current plan.

C. A Summary of Benefits for the proposed plan that addresses all areas of covered health services that are listed on Attachment A. The following should be indicated for each item: Description of Service, any notification or pre-approval requirement, Co-payment (dollar amount or percentage), indication of whether co-payment helps to meet out-of-pocket maximum, and whether the annual deductible must be met for the particular service. Any differences in the covered provision for in-network compared to non-network must be indicated.

D. A copy of the proposer's (insurance carrier's) most recent annual report or Best's report.

E. The name, office address, and phone number of the brokerage agent(s) to be responsible for servicing GME program participants at Johnson City, Kingsport, and Bristol, TN.

F. A statement of the qualifications, licenses, and relevant experience of the servicing agent(s). Include information about other personnel in the agency that will assist with servicing the account.

G. A representative client listing for both the proposer (insurance carrier) and the servicing agent(s). References should be to clients with similar insurance requirements. References to at least three (3) clients for both the insurance carrier and the servicing agent (s) must be given. Include contact person, firm name, address, phone number, and beginning and ending dates of coverage.

H. Proposer's plan of administration for the program, to include representation at orientation meetings in Johnson City. Orientation meetings will be held at the end of June and the beginning of July of each year and at other times as requested by the GME office.

I. Information about claims processing to include name and location of the claims processing agency and the procedure for filing claims.

J. Information about the prescription drug benefit and the procedure for filing claims.

K. Information about the preferred provider organization for the preferred plan. A listing of the preferred providers (including facilities and physicians) should be included. A web site reference may be provided for listings of preferred providers for other parts of the nation.

L. Proposals must specifically address all of the RFQ-S Specification elements. Each section should be labeled with the applicable specification element number. **Any deviations to any specification element must be**

clearly stated. The Institution will consider the proposer to be in complete compliance and agreement with any specification element unless a deviation is stated.

M. A letter of authorization must be included in the proposal from the insurance carrier appointing the servicing agency as the insurance carrier's exclusive agent for purposes of proposing the policy/plan.

N. Address the applicable provisions in the proposed policy for Annual Deductible, Out-of-Pocket Maximum, and Maximum Policy Benefit. Both Network and Non-Network provisions should be stated.

O. Additional Information – Any additional information that the proposer deems essential to provide an understanding of the proposer's proposal, or qualifications for which no provision is detailed within the specifications or proposal requirements, should be included in this section of the proposal.

1.1 SEALED TECHNICAL PROPOSAL LABELS

Proposers should cut out and affix the following labels to the lower left corner of the envelopes or boxes that contain their Technical Proposal(s).

The outer edge of each label should be outlined with a red marker or pen in order to make the label easily identified. See Section 3, Proposal Requirements, page 9.

Each proposer must indicate which insurance plan they are proposing on the labels below.

Technical Proposal Label:

East Tennessee State University

SEALED PROPOSAL

TECHNICAL PROPOSAL

INSURANCE PLAN(S) ENCLOSED:

Health

Dental

Life, AD&D

LTD

Vision

for
RFQ-S 6888
Resident Insurance
DUE: June 17, 2024
2:00 PM EST

1.2 CURRENT PLAN INFORMATION

Present Health Plan: Medical

Average number of residents per year is 250. This has been true for the past several years.

Claims and diagnoses over \$25,000 in the last two years: 20

Supporting documentation will be provided to bidders submitting an Intent to Propose.

Note: ETSU will only accept proposals through an insurance brokerage firm. It remains the brokerage firm's responsibility to relay RFQ-S information directly to the carriers they choose to involve in the RFQ-S process. The University will not send additional RFQ-S information to those firms that did not submit an Intent to Propose.

Current premiums are as follows:

Health:	Individual	\$419.00 /month
	Family	\$1,075.00 /month
Vision	Individual	\$6.28 /month
	Family	\$16.32/month
Dental	Individual	\$12.28 /month
	Family	\$44.18 /month
Disability	Individual	\$1.45 /month
Life	Individual	\$2.00 /month (includes Accidental Life)
Totals:	\$441.01	\$1,138.95

Premiums will be paid by the Quillen College of Medicine and the individual medical residents.

(Premiums will be payroll deducted and paid by the College of Medicine to the servicing firm)

Plan Benefits

East Tennessee State University is sponsoring a network of health care providers which includes benefit incentives for utilization of Ballad Health Facilities. The Ballad Health Facilities are located at: Johnson City Medical Center, Indian Path Medical Center, Sycamore Shoals Hospital, Holston Valley Hospital Medical Center, Bristol Regional Medical Center, Franklin Woods Hospital, Inc. / Woodridge Psychiatric Hospital, Frontier Health, and the physicians through East Tennessee State University Physicians and Associates, and the Family Medicine Associates at East Tennessee State University.

1) Medical: Benefits for Network Hospitals and Preferred Physicians:

\$500 Calendar year deductible. Family maximum deductible \$1,500 .
Individual - Out of Pocket max \$1,500 . Family max \$4,500 .

No lifetime benefit maximums.

Benefits for Non-Network Hospitals and Non-Network Providers

\$500 Calendar year deductible. Family maximum deductible \$1,500 .
Individual - Out of Pocket max \$3,000 . Family max \$9,000 .

No lifetime benefit maximums.

A schedule of current health benefits plan information (Attachment A) will be provided to proposers who submit an Intent to Propose form as indicated on page 2 of this RFQ-S.

Prescription Drugs

Retail Pharmacy

Generic	\$10 Co-Pay
Brand Formulary	\$45 Co-Pay
Brand Non-Formulary	\$90 Co-Pay

Prescription drug coverage involves a drug card program. To use the program, a "Covered Person" takes his drug ID card to a participating pharmacy to fill his prescription order. A prescription can be purchased in up to a 34-day supply for the Co-Pays shown.

The program also includes a mail-order@ option for maintenance (longer-term) drugs. Mail-order drugs are available in up to a 90-day supply for the Co-Pays shown.

A schedule of current prescription drug plan benefits (Attachment B) will be provided to proposers who submit Intent to Propose form on page 2 of this RFQ-S.

2) Group Dental: Basic Dental Insurance Benefit:

- A schedule of dental plan requirements (Attachment C) will be provided to proposers who submit an Intent to Propose form on page 2 of this RFQ-S.

3) Group Term Life, Accidental Death and Dismemberment:

- Basic Life Insurance Benefit - \$50,000 for each Resident with the monthly premium paid by ETSU/James H. Quillen College of Medicine.
- With respect to the life insurance and the accidental death and dismemberment coverage, there has been one claim, a resident was killed in a plane crash March, 2019
- A schedule of current group term life and accidental death and dismemberment (Attachment D) plan benefits will be provided to proposers who submit Intent to Propose form on page 2 of this RFQ-S.

4) Group Long Term Disability:

- Base Disability Income Benefit - \$1,000 per month for each resident.
- Waiting Period - Benefits begin to accrue after 90 days of covered disability.
- There have been zero claims over the past five years.
- A schedule of current group long term disability (Attachment J) plan benefits will be provided to proposers who submit Intent to Propose form on page 2 of this RFQ-S.

5) Group Vision: Basic Vision Insurance Benefit:

- A schedule of the vision plan requirements (Attachment K) will be provided to proposers who submit an Intent to Propose form on page 2 of this RFQ-S.

Attachment 6.5A

RFQ-S 6888 Technical Proposal

RFQ-S 6888 TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A			
SECTION A — MANDATORY REQUIREMENTS			
TECHNICAL PROPOSAL & EVALUATION GUIDE			
<p>SECTION A: MANDATORY REQUIREMENTS. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.</p> <p>The RFQ-S Coordinator will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Chief Procurement Officer must review the proposal and attach a written determination. A determination that a proposal is non-responsive must be approved by the Chief Business Officer before notice may be sent out that the proposal has been rejected. In addition to the Mandatory Requirement Items, the RFQ-S Coordinator will review each proposal for compliance with <u>all</u> RFQ-S requirements.</p>			
PROPOSER LEGAL ENTITY NAME:			
<ul style="list-style-type: none"> • The Proposal must be delivered to the Institution no later than the Proposal Deadline specified in the RFQ-S Section 2, Schedule of Events. • The Technical Proposal must NOT contain any restrictions of the rights of the State/Institution or other qualification of the Proposal. • A Proposer must NOT submit alternate Proposals. • A Proposer must NOT submit multiple Proposals in different forms (as a prime and a sub-contractor). 			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.1.	Is your business an Insurance Brokerage Firm? Yes/No	
	A.2.	Provide the Proposal Transmittal and Statement of Certifications and Assurances (RFQ-S Attachment 6.3.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFQ-S and any resulting contract. The document must be signed without exception or qualification.	
	A.3.	Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee or Institution) 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.4.	Provide a current bank reference indicating that the Proposer's business relationship with the financial Institution is in positive standing. Such	

PROPOSER LEGAL ENTITY NAME:			
<ul style="list-style-type: none"> • The Proposal must be delivered to the Institution no later than the Proposal Deadline specified in the RFQ-S Section 2, Schedule of Events. • The Technical Proposal must NOT contain any restrictions of the rights of the State/Institution or other qualification of the Proposal. • A Proposer must NOT submit alternate Proposals. • A Proposer must NOT submit multiple Proposals in different forms (as a prime and a sub-contractor). 			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.5.	Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.6.	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 <u>not</u> be considered responsive.); OR (b) a Dun & Bradstreet Credit Evaluator Plus Report, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer.	
	A.7.	Provide a Minority/Ethnicity Form (Attachment 6.1).	
	A.8.	Provide a copy of a current certificate of liability insurance. If Proposer's current limits/coverages do not meet the requirements of Section 4.8 above, prior to contract award, the successful Proposer will be required to submit a valid, current certificate of insurance that meets the requirements of Section 4.8.	
	A.9.	Submit a written statement indicating that the Proposer agrees there will be no minimum participation requirements as part of the proposal.	

ATTACHMENT 6.5B

RFQ-S 6888 Technical Proposal

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B		
PROPOSER NAME:		
SECTION B — QUALIFICATIONS & EXPERIENCE		
<p>The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). A Proposal Evaluation Team, made up of three or more Institution employees, will independently evaluate and score the proposal’s “qualifications and experience” responses.</p>		
Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items	Points Awarded
	B.1 Describe the Proposer’s form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, email address and telephone number of the person the Institution should contact regarding the proposal.	
	B.2 Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer’s company within the last ten years, and if so, an explanation providing relevant details.	
	B.3 Provide a statement of whether the Proposer or any of the Proposer’s principals, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony, and if so, an explanation providing relevant details.	
	B.4 Provide a statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer’s performance in a contract under this RFQ-S.	
	B.5 Provide a statement of whether, in the last ten years, Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.	
	B.6 Provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer’s performance in a contract under this RFQ-S.	

	B.7	Provide a brief, descriptive statement indicating the Proposer's credentials to deliver the requested goods and/or services.	
	B.8	Indicate how long the Proposer has been providing the requested goods and/or services and include the number of years in business.	
	B.9	Indicate the Proposer organization's number of employees, client base, and location of offices (list all offices in the State of Tennessee).	
	B.10	Provide a narrative description of the proposed project team and its organizational structure, list its members, and include related experience. (The Institution reserves the right to approve any changes in the proposed project team). Information about each project team member shall include, but not be limited to, the following: <ol style="list-style-type: none"> 1. Contact Name 2. Title 3. Years with the Proposer's firm. 	
	B.11	Provide a statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform. If so, will a designated team be assigned to our institution?	
	B.12	Provide customer references for similar projects representing both three of the larger accounts currently serviced by the vendor as well as a list, if any, of all current contracts with the Institution or other Tennessee Institutions of Higher Education and all those completed within the previous five-year period. Each reference must include: <ul style="list-style-type: none"> ▪ the company name and business address; ▪ the name, title, email address and telephone number of the company contact knowledgeable about the project work; and ▪ a brief description of the service provided and the period of service. The list of contracts with the Institution or higher education must include: <ul style="list-style-type: none"> ▪ the contract number; ▪ the contract term; and ▪ the procuring Institution or agency for each reference. <p><i>Each evaluator will generally consider the results of reference inquiries by the Institution regarding <u>all</u> references provided (both Institution and non-Institution). Current or prior contracts with the Institution are not a prerequisite and are not required for the maximum evaluation score possible, and the existence of such contracts with the Institution will not automatically result in the addition or deduction of evaluation points.</i></p> <p><i>The Institution is under <u>no</u> obligation to clarify any reference information.</i></p>	

	<p>B.13 1) Is the Insurance Company licensed in all 50 states? Yes or No 2) If no, list the States in which the insurance company is not licensed. 3) Please provide proof of Tennessee Licensure.</p>	
	<p>B. 14 Describe the Proposer's experience in working with higher education entities and/or the Proposer's experience in working with Medical Residents.</p>	
	<p>B.15 Proposers must clearly state fees, commissions, and any other costs. Proposers must list each cost separately in line-item format. If a cost is contingent on something, Proposer must state the contingency and explain.</p>	
<p><i>(Maximum Section B Score = 150)</i></p>		

Group Health Insurance –

Attachment 6.5C – RFQ-S 6888 Technical Proposal

Includes: Section C

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C – GROUP HEALTH INSURANCE

The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (with the associated item references). A Proposal Evaluation Team, made up of three or more Institution employees, will independently evaluate and score the proposal's response to each item.

Technical Requirements		Points Awarded
C.1	Provide a narrative that illustrates the Proposer's understanding of the RFQ-S requirements, as seen in Attachment 6.4. Please expound on this understanding, including specific examples of this understanding based on the information provided in Attachment 6.4.	
C.2	Provide a narrative that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the Institution's project deadlines. Please cite specific examples and expound on this topic.	
C.3	Answer the following, relative to your provider directory: <ul style="list-style-type: none"> a. How often are the provider directories updated? b. Is toll-free telephone access available for plan members, allowing them to confirm provider participation and to secure information on available providers by specialty within a given geographic area? c. Are directories currently available electronically? If so, are Internet capabilities utilized including search capabilities for a provider by zip code? What other provider characteristics are available through these searches? If the Internet is utilized, what is the address? 	
C.4	Submit a copy of your latest statewide PPO Provider Directory, which should contain the following: <ul style="list-style-type: none"> a. a list, by county, of the contracted participating medical/surgical hospitals; b. a list, by county, of the contracted participating primary care physicians (internists, pediatricians, family medicine practitioners); c. a list, by county, of the contracted participating specialty physicians; and d. a list of ancillary providers, by county, including: <ul style="list-style-type: none"> - laboratories - pharmacies - home health agencies - skilled nursing facilities - physical therapists - chiropractors - nursing homes - durable medical equipment providers - hospices 	

	<p>In addition, submit a list, indicating the total numbers of each of the following provider types (within Tennessee) in your PPO Provider network:</p> <ul style="list-style-type: none"> a. Primary Care Physicians b. Pediatricians c. Obstetricians d. Cardiologists e. Acute Care Hospitals <p>Due to time limitations and the nature of their employment, the proximity of services is essential. We are looking for a broker that can provide us a list within a 25-mile radius of each of our training programs.</p>	
C.5	<p>Provide a list of services covered and if possible, the costs of co-pay associated with the groups of services.</p>	
C.6	<p>Describe what reimbursement methodology will be utilized for the following providers in your PPO network, and define what resulting savings ETSU should realize through the utilization of these PPO network provider/service groups:</p> <ul style="list-style-type: none"> a. Acute Care Hospitals b. Primary Care Physicians c. Physician Specialists d. Outpatient surgery e. Outpatient Diagnostic Services f. Outpatient Lab g. Home Health Care <p>In addition, indicate how your provider's "allowable charges" compare (expressed as a percentage difference) to present Medicare reimbursement rates (based on RBRVS).</p>	
C.7	<p>Describe your Care Management/Case Management Program, identifying the criteria (i.e. diagnosis, claims, predictive modeling) utilized to identify patients and methods employed to manage their care. Describe how you evaluate the effectiveness of your Care Management/Case Management Programs and what reports will be made available to the ETSU.</p>	
C.8	<p>Describe in detail your Disease Management Program(s), as required under specifically addressing the following:</p> <ul style="list-style-type: none"> a. History and experience in providing disease management programs. b. Implementation plan. 	

	<ul style="list-style-type: none"> c. Identification of conditions covered and how members are identified/stratified for participation in the program. Do the programs provide an opt-in versus an opt-out provision? d. Systems utilized to manage members' needs as they progress within the program. e. Staffing and qualifications of staff. f. Criteria utilized to measure the success of the program. g. Copies of sample reports that will be provided to the ETSU describing member participation in each program, and the effectiveness of each program in terms of patient satisfaction, patient outcome, quality of service, reduction in health care cost, and return on investment. h. Program accreditation. 	
C.9	Describe in detail the process and medical staff involved in the development of medical policies, including the process for determining "medical necessity" and for services and procedures that are defined as "experimental" or "investigative".	
CLAIMS PROCESSING		
C.10	<p>Respond to the following questions as they relate to your organization's hospital and physician provider contracts:</p> <ul style="list-style-type: none"> a. Do the contracts require that claims be submitted within specified time limits following a patient's discharge or the rendering of services? b. What is the plan and/or member's liability if the limits are not met? c. Is the provider required to discontinue attempts to collect payments from the plan or the patient if the claim is not submitted within a specified time limit? d. What happens to the charge if not presented in a timely manner? What is considered timely? 	
C.11	<p>Provide the following in relation to Proposer's Claims Processing:</p> <ul style="list-style-type: none"> a. Will the benefits description be maintained online? b. Are claim processors able to access this information? c. If benefits details are not maintained online, describe the reference files that are used by claim processors (include frequency of updates). d. Describe the procedures that are followed when a claimant is not on any enrollment file. e. Do you have the capability to "hold claims" for a period of time without terminating the plan members' coverage? f. When the Institution changes benefits, how long will it take for your claims processing system to begin processing claims in a manner consistent with a given change? 	

<p>C.12</p>	<p>Provide “Target” and “Actual” statistics for the following measures, for calendar years 2022 and 2023, for the claim office you are proposing for the ETSU.</p> <p>a. Claims Payment Accuracy is defined as the number of audited claims paid correctly divided by the total number of audited claims, expressed as a percentage.</p> <p>b. Claim Processing Accuracy is defined as the number of audited claims processed correctly divided by the total audited claims dollars paid, expressed as a percentage.</p> <p>c. Financial Accuracy is defined as the total number of audited claims processed within ten business days divided by the total number of claims received.</p> <p>d. Turnaround Time is defined as the number of claims processed within 10 business days divided by the total number of claims received.</p>	
<p>C.13</p>	<p>Submit samples of the “Daily Reports” and Monthly “Reconciliation Reports”.</p>	
<p>CUSTOMER AND ADMINISTRATIVE SERVICES</p>		
<p>C.14</p>	<p>Indicate your organization’s PPO Plan current accreditation status, addressing each of the following:</p> <p>a. If applicable, by which organization is your company accredited: NCQA, JCAHO, or URAC?</p> <p>b. Describe your organization’s accreditation history, in terms of total duration, and by which organization(s).</p> <p>c. What is the duration of your current accreditation: full, one year, provisional, 1st accreditation scheduled, accreditation denied, other (please explain).</p>	
<p>C.15</p>	<p>Describe the Benefit Customer Service Unit that will be assigned to the ETSU PPO plan. Address the following:</p> <p>a. Customer service unit responsibilities and location</p> <p>b. Staffing and organization of the unit</p> <p>c. Experience and qualifications of the unit staff</p> <p>d. Days and hours of operation</p> <p>e. Information technology (IT) support for the unit</p> <p>f. Methods and metrics utilized for measuring the customer service unit’s performance.</p>	
<p>C.16</p>	<p>Describe your member grievance procedures, detailing levels of appeals and availability of external peer review.</p>	
<p><i>(Maximum Section C Score = 160)</i></p>		

Group Dental Insurance –

Attachment 6.5D – RFQ-S 6888 Technical Proposal

Includes: Section D

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION D – GROUP DENTAL INSURANCE

The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (with the associated item references). A Proposal Evaluation Team, made up of three or more Institution employees, will independently evaluate and score the proposal's response to each item.

Technical Requirements		Points Awarded
D.1	Provide a narrative that illustrates the Proposer's understanding of the RFQ-S requirements, as seen in Attachment 6.4. Please expound on this understanding, including specific examples of this understanding based on the information provided in Attachment 6.4.	
D.2	Provide a narrative that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the Institution's project deadlines. Please cite specific examples and expound on this topic.	
D.3	Answer the following, relative to your provider directory: <ul style="list-style-type: none"> a. How often are the provider directories updated? b. Is toll free telephone access available for plan members, allowing them to confirm provider participation and to secure information on available providers by specialty within a given geographic area? c. Are directories currently available electronically? If so, are Internet capabilities utilized including search capabilities for a provider by zip code? What other provider characteristics are available through these searches. If the Internet is utilized, what is the address? 	
D.4	Submit a copy of your latest statewide Dental Provider Directory, which should contain the following: <ul style="list-style-type: none"> a. a list, by county, of the contracted participating general dentists, oral surgeons, endodontists, pediatric dentists/pedodontists, periodontists, orthodontists, prosthodontists, and dental specialists; b. a list of ancillary providers by county. <p>Due to time limitations and the nature of their employment, the proximity of services is essential. We are looking for a broker that can provide us a list within a 25-mile radius of each of our training programs.</p>	
D.5	Describe what reimbursement methodology will be utilized.	
D.6	Provide a list of services covered and if possible, the costs of co-pay associated with the groups of services.	
CLAIMS PROCESSING		
D.7	Respond to the following questions as they relate to your organization's dental provider contracts: <ul style="list-style-type: none"> a. Do the contracts require that claims be submitted within specified time limits following the rendering of services? 	

	<p>b. What is the plan and/or member’s liability if the limits are not met?</p> <p>c. Is the provider required to discontinue attempts to collect payments from the plan or the patient if the claim is not submitted within a specified time limit?</p> <p>d. What happens to the charge if not presented in a timely manner? What is considered timely?</p>	
D.8	<p>Provide the following in relation to Proposer’s Claims Processing:</p> <p>a. Will the benefits description be maintained online?</p> <p>b. Are claim processors able to access this information?</p> <p>c. If benefits details are not maintained online, describe the reference files that are used by claim processors (include frequency of updates).</p> <p>d. Describe the procedures that are followed when a claimant is not on any enrollment file.</p> <p>e. Do you have the capability to “hold claims” for a period of time without terminating the plan members’ coverage?</p> <p>f. When the Institution changes benefits, how long will it take for your claims processing system to begin processing claims in a manner consistent with a given change?</p>	
D.9	<p>Provide “Target” and “Actual” statistics for the following measures, for calendar years 2022 and 2023, for the claim office you are proposing for the ETSU.</p> <p>a. Claims Payment Accuracy is defined as the number of audited claims paid correctly divided by the total number of audited claims, expressed as a percentage.</p> <p>b. Claim Processing Accuracy is defined as the number of audited claims processed correctly divided by the total audited claims dollars paid, expressed as a percentage.</p> <p>c. Financial Accuracy is defined as the total number of audited claims processed within ten business days divided by the total number of claims received.</p> <p>d. Turnaround Time is defined as the number of claims processed within 10 business days divided by the total number of claims received.</p>	
CUSTOMER AND ADMINISTRATIVE SERVICES		
D.10	<p>Indicate your organization’s current dental plan current accreditation status, addressing each of the following:</p> <p>a. If applicable, by which organization is your company accredited: NCQA, JCAHO, or URAC?</p>	

	<ul style="list-style-type: none"> b. Describe your organization’s accreditation history, in terms of total duration, and by which organization(s). c. What is the duration of your current accreditation: full, one year, provisional, 1st accreditation scheduled, accreditation denied, other (please explain). 	
D.11	<p>Describe the Benefit Customer Service Unit that will be assigned to the ETSU dental plan. Address the following:</p> <ul style="list-style-type: none"> a. Customer service unit responsibilities and location b. Staffing and organization of the unit c. Experience and qualifications of the unit staff d. Days and hours of operation e. Information technology (IT) support for the unit f. Methods and metrics utilized for measuring the customer service unit’s performance. 	
D.12	Describe your member grievance procedures, detailing levels of appeals and availability of external peer review.	
	<i>(Maximum Section D Score = 120)</i>	

Group Life and Accidental Death and Dismemberment Insurance –

Attachment 6.5E – RFQ-S 6888 Technical Proposal

Includes: Section E

RFQ-S 6888 TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION E –

GROUP TERM LIFE and AD&D INSURANCE

PROPOSER NAME:				
SECTION E — TECHNICAL APPROACH				
<p>The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (with the associated item references). A Proposal Evaluation Team, made up of three or more Institution employees, will independently evaluate and score the proposal's response to each item.</p>				
Proposal Page # (to be completed by Proposer)	Technical Approach Items	Institution Use ONLY		
		Possible Score 20		Points Awarded
	<p>E.1 Provide a detailed narrative that illustrates the Proposer's understanding of the RFQ-S requirements for group term life, accidental death & dismemberment, and long-term disability. i.e., the benefit amount, and details to qualify for the benefit. Please be as specific as possible to potentially qualify for full points awarded.</p>			
	<p>E.2 Provide a detailed narrative that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the Institution's project deadlines. Please be as specific as possible to potentially qualify for full points awarded.</p>			
	<i>(Maximum Section E Score = 20)</i>			
	TOTAL SCORE			

Long Term Disability Insurance –

Attachment 6.5F – RFQ-S 6888 Technical Proposal

Includes: Section F

RFQ-S 6888 TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION F –

LONG-TERM DISABILITY INSURANCE

PROPOSER NAME:				
SECTION E — TECHNICAL APPROACH				
<p>The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (with the associated item references). A Proposal Evaluation Team, made up of three or more Institution employees, will independently evaluate and score the proposal's response to each item.</p>				
Proposal Page # (to be completed by Proposer)	Technical Approach Items	Institution Use ONLY		
		Possible Score 20		Points Awarded
	<p>F.1 Provide a detailed narrative that illustrates the Proposer's understanding of the RFQ-S requirements for group term life, accidental death & dismemberment, and long-term disability. . i.e., the benefit amount, and details to qualify for the benefit. Please be as specific as possible to potentially qualify for full points awarded.</p>			
	<p>F.2 Provide a detailed narrative that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the Institution's project deadlines. Please be as specific as possible to potentially qualify for full points awarded.</p>			
<i>(Maximum Section F Score = 20)</i>				
TOTAL SCORE				

Group Vision Insurance –

Attachment 6.5G – RFQ-S 6888 Technical Proposal

Includes: Section G

RFQ-S 6888 TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION G –

GROUP VISION INSURANCE

PROPOSER NAME:				
SECTION E — TECHNICAL APPROACH				
<p>The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (with the associated item references). A Proposal Evaluation Team, made up of three or more Institution employees, will independently evaluate and score the proposal's response to each item.</p>				
Proposal Page # (to be completed by Proposer)	Technical Approach Items	Institution Use ONLY		
		Possible Score 40		Points Awarded
	G.1 Provide a detailed narrative that illustrates the Proposer's understanding of the RFQ-S requirements for Group Vision Insurance.			
	G.2 Please attach a detailed list of providers. Due to time limitations and the nature of their employment, the proximity of services is essential. We are looking for a broker that can provide us a list within a 25-mile radius of each of our training programs.			
	G.3 Provide a list of services covered and if possible, the costs of co-pay associated with the groups of services.			
	G.4 Provide a detailed narrative that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the Institution's project deadlines. Please be as specific as possible to potentially qualify for full points awarded.			
<i>(Maximum Section G Score = 40)</i>				
TOTAL SCORE				

ATTACHMENT 6.6

Score Summary Matrix

	<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>	
QUALIFICATIONS & EXPERIENCE (maximum: § 5.1. NUMBER)						
<i>EVALUATOR A</i>						
<i>EVALUATOR B</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE/ TOTAL:		AVERAGE/ TOTAL:		AVERAGE/ TOTAL:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: § 5.1. NUMBER)						
<i>EVALUATOR A</i>						
<i>EVALUATOR B</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE/ TOTAL:		AVERAGE/ TOTAL:		AVERAGE/ TOTAL:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: NUMBER)						

ATTACHMENT 6.7

***LISTING OF SYSTEM INSTITUTIONS
THE UT SYSTEMS OF HIGHER EDUCATION AND STATE OF TENNESSEE***

Locally Governed Universities

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

**University of Tennessee – Chattanooga
University of Tennessee – Knoxville
University of Tennessee – Martin
University of Tennessee – Memphis
University of Tennessee – Tullahoma**

Tennessee Board of Regents, System Office

**Chattanooga State Community College
Cleveland State Community College**

TCAT-Athens

Columbia State Community College

TCAT-Pulaski

TCAT-Hohenwald

Dyersburg State Community College

Jackson State Community College

TCAT-Jackson

TCAT-Whiteville

TCAT-Crump

TCAT-McKenzie

TCAT-Paris

TCAT-Newbern

TCAT-Ripley

TCAT-Covington

Motlow State Community College

TCAT-Shelbyville

TCAT-Murfreesboro

TCAT-McMinnville

Nashville State Community College

TCAT-Nashville

TCAT-Dickson

Northeast State Community College

TCAT-Elizabethton

Pellissippi State Community College

TCAT-Knoxville

Roane State Community College

TCAT-Oneida/Huntsville

TCAT-Harriman

TCAT-Jacksboro

TCAT-Crossville

Southwest Tennessee Community College

TCAT-Memphis

Volunteer State Community College

TCAT-Livingston

TCAT-Hartsville

Walters State Community College

TCAT-Morristown

State of Tennessee Departments

Attachment 6.8

East Tennessee State University

Vendor Application Form

General Instructions

1. **Company Name and Bid Address.** Enter your company's name and the mailing address to where bids are to be mailed.
2. **Address to which payments are to be mailed.** Enter your company's mailing address where payments are to be mailed. If the same as the bid address, leave blank.
3. **Telephone (toll free).** Enter your company's toll-free telephone number.
4. **Telephone (other).** Enter your company's other (toll) telephone number.
5. **Fax.** Enter your company's fax number.
6. **Name of Contact Person.** Enter the name of the person who will serve as the company's contact person for bid purposes.
7. **Email Address of Contact Person.** Enter the email address of the person listed in #6.
8. **Company URL.** Enter your company's web address (URL).
9. **Federal Identification Number (FEIN):** Enter your company's federal identification number (FEIN).
10. **Social Security Number.** If applicant is an individual or if your company does not have an FEIN, enter your social security number.
11. **Type of Organization.** Choose and select **one** of the listed types of organizations that best describes your company.
12. **Kind of Ownership.** Choose and select **one** of the listed kinds of ownership that apply to your company. (See Minority and Woman Owned Business Ownership Clarifications below.)
13. **Minority Ethnicity Code.** For classification purposes to satisfy purchasing and reporting requirements of the State of Tennessee, this information is needed. Choose and select **one** of the listed minority ethnicity codes that describes your company's ownership. (See Minority Business Ownership Clarification below.)
14. **Annual Gross Sales.** For classification purposes to satisfy purchasing and reporting requirements of the State of Tennessee, this information is needed. Please choose and select **one** of the listed sales volume categories that best describes your company's annual gross sales amount. (See Small Business Ownership Clarification below.)
15. **Type of Business.** For classification purposes to satisfy purchasing and reporting requirements of the State of Tennessee, this information is needed. Choose and select **one** of the listed types of businesses that best describes your company. (See Small Business Ownership Clarification below.)
16. **Number of Employees.** For classification purposes to satisfy purchasing and reporting requirements of the State of Tennessee, this information is needed. Please specify the number of employees currently employed with your company. (See Small Business Ownership Clarification below.)
17. **Is Contractor or Contractor's parent company located outside the U.S.?** Yes No
18. **Excluded from Federal Procurement or Non-procurement Programs.** Are you or any of the principals of your company presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department agency from participation in bid processes? Answer yes or no.
19. **Preference for Reporting Purposes.** If your company qualifies in multiple categories as small, woman owned and/or minority, please specify in which category that you desire for your company to be considered for reporting and classification purposes.
20. **Comments.** List any additional information that you may wish to add to the application.
21. **Commodities.** As part of the vendor application process, please specify the commodities (goods and/or services) that are available for purchase from the applicant. The commodity code listing is enclosed.
22. **Certification.** Sign form and provide information as requested.

***Minority Ownership Clarification:**

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

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

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

****Woman-Owned Business Clarification:**

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

*****Small Business Ownership Clarification:**

A "small business" means a business that is independently owned and operated for profit, is not dominant in its field of operation and is not an affiliate or subsidiary of a business dominant in its field of operation.

The Governor's Office of Diversity Business Enterprise establishes small business guidelines on industry size standards. The criteria guidelines are required to be met in order for a business to be considered small. The annual receipts or number of employees indicates the maximum allowed for a small business concern and its affiliates to be considered small.

******Service-Disabled Veteran Business Enterprise (SDVBE) Clarification**

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

Tennessee Service-Disabled Veteran owned means a service-disabled owned business that is a continuing, independent, for profit business located in the state of Tennessee that performs a commercially useful function, and

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

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

ATTACHMENT 6.9



East Tennessee State University
Vendor Application
Procurement & Contract Services
P.O. Box 70729
Johnson City, TN 37614-1710
www.etsu.edu/procurement
Phone: 423.439.4224
Email application to: howella@etsu.edu
and sealrd@etsu.edu

1. Company Name & Bid Address (Info will be verified against IRS records & vendor name)	2. Address to which payments are to be mailed (if same as #1, leave blank)
3. Telephone (toll-free)	4. Telephone (other)
5. Fax	6. Name of Contact Person
7. Email Address of Contact Person	8. Company URL
9. Federal Identification Number (FEIN) Note: Company name must match IRS records	10. Social Security Number (if no FEIN)
11. Type of Organization (Check one) <input type="checkbox"/> Individual <input type="checkbox"/> Foreign Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Medical/Health Corp State of Incorporation: Year of Incorporation:	12. Kind of Ownership (Check all that apply): <input type="checkbox"/> Govt. (GO) <input type="checkbox"/> Minority <input type="checkbox"/> Non-Profit (NO) <input type="checkbox"/> Woman (WO) <input type="checkbox"/> Majority (MJ) <input type="checkbox"/> Small (SM) <input type="checkbox"/> Service-Disabled Veteran
13. Minority Ethnicity Code (Check One): <input type="checkbox"/> African American (MA) <input type="checkbox"/> Native American (MN) <input type="checkbox"/> Hispanic American (MH) <input type="checkbox"/> Asian American (MS) <input type="checkbox"/> Other Minority (MO) Specify:	14. Preference for reporting purposes: <input type="checkbox"/> Small <input type="checkbox"/> Minority <input type="checkbox"/> Woman-Owned <input checked="" type="checkbox"/> Service-Disabled Veteran <input type="checkbox"/> Disabled-Owned
15. Type of Business (Check one):	16. Number of Employees <input type="text"/>

<input type="checkbox"/> Agriculture, Forestry, Fishing <input type="checkbox"/> Construction <input type="checkbox"/> Marketing/Communications/Public Relations <input type="checkbox"/> Architectural/Design/Engineering <input type="checkbox"/> Educational <input type="checkbox"/> Medical/Healthcare <input type="checkbox"/> Manufacturing (Continued) <input type="checkbox"/> Mining <input type="checkbox"/> Retail Trade <input type="checkbox"/> Finance, Insurance & Real Estate <input type="checkbox"/> Service Industry <input type="checkbox"/> Information Systems/Technology <input type="checkbox"/> Wholesale Trade <input type="checkbox"/> Transportation, Commerce & Utilities	17. Is Contractor or Contractor's parent company located outside the U.S.? Yes ___ No ___ If yes, state Country: _____
20. Commodities: List goods and services for which your company wishes to receive bid opportunities. If additional space is needed please attach a separate sheet to the vendor application.	
18. Excluded from Federal Procurement or Nonprocurement Programs? Yes ___ No ___ https://www.sam.gov/portal/SAM/#1	
19. Annual Gross Sales:	

20. * SECTION A – CONTRACTOR IS AN INDIVIDUAL	SECTION B – CONTRACTOR IS A COMPANY (e.g. sole proprietorship, partnership, or corporation)
Is or has the Contractor been a state employee? <input type="checkbox"/> NO (no additional information required) <input type="checkbox"/> YES	Does an individual (or an individual's immediate family member), who is or has been a state employee, own controlling interest (more than 4%) in the Contractor company? <input type="checkbox"/> NO (no additional information required) <input type="checkbox"/> YES
Was such employment within the past six months? <input type="checkbox"/> NO <input type="checkbox"/> YES	Was such employment within the past six months? <input type="checkbox"/> NO <input type="checkbox"/> YES
21. Certification: By submitting this form, I certify that I am an authorized representative of the above company and that all the information as completed above is true and accurate. <hr/> <div style="display: flex; justify-content: space-between;"> Name Title Date </div>	

*Conflict of Interest Policy: https://www.etsu.edu/bf/procurement/purchasing/vendor_information.php

East Tennessee State University does not discriminate against students, employees, or applicants for admission or employment on the basis of race, color, religion, creed, national origin, sex, sexual orientation, gender identity/expression, disability, age, status as a protected veteran, genetic information, or any other legally protected class with respect to all employment, programs and activities sponsored by ETSU.

ATTACHMENT 6.10

Vendor Product Accessibility Statement and Documentation

Purpose of Accessibility Statement

An effective Accessibility Statement includes several key components including:

- A clear statement of commitment to ensuring equal access for all users
- Required written documentation on the level of conformance with THEC/ETSU accessibility standards
- Information for users with disabilities regarding product/service accessibility features and gaps
- A mechanism to allow users to provide accessibility feedback
- Links to resources (internal or external) that provide additional or related information

Key Components

Commitment Statement

- Emphasize commitment to ensuring the accessibility of the product/service.
- Note any ongoing efforts to monitor for and remediate accessibility issues as they are identified.

Required Documentation

1. Provide written documentation on
 - a. how the product/service meets the THEC/ETSU accessibility standards,
 - i. WCAG 2.0 A&AA Guidelines/ISO/IEC 40500:2012
 - ii. 508 Voluntary Product Accessibility Template (VPAT)
 - iii. And EPUB3 Accessibility Guidelines (if applicable)
 - b. any available accessibility testing results
 - i. List any third-party agencies with whom you have worked to evaluate accessibility support
 - ii. Describe any formal testing process you use to determine accessibility support
 - iii. Indicate if you conduct user testing with persons with disabilities to verify accessibility support
 - c. and include the Conformance and Remediation Form when standards conformance is not fully achieved to demonstrate vendor's planned roadmap to full conformance.
2. Provide links to any other internal accessibility documentation (e.g., accessibility information within general product documentation, FAQs, best practices, tutorials, case studies, or white papers).
 - a. Note any other best practices or guidelines utilized during design and development (if applicable).

Product Usage Information for Users with Disabilities

- Describe any product features that may improve accessibility for users with disabilities including:
 - Accessibility-specific features (e.g. the ability to adjust font size and color/contrast settings for text or the availability of closed captions for videos)
 - General product features that may especially benefit users with disabilities (e.g. an 'HTML 5' mode optimized for mobile platforms that also improves keyboard-only navigation).
- Describe any high-impact product accessibility gaps along with suggested interim workarounds that allow users to complete key tasks until the gaps are resolved. For example, if a technical support website isn't compatible with screen readers used by the blind, appropriate interim workarounds might include:

- Alternative business processes that bypass the accessibility barrier (e.g. providing phone-based support until the web-based support site is accessible)
- Use of a third-party product to replace or supplement inaccessible product functions (e.g. indicating that users may submit or check the status of technical support tickets via email).
- Describe accessibility features provided by your communication channels (e.g. a deaf or hard-of-hearing user may contact you via a TTY line or access support personnel familiar with telephone relay services).

Feedback Mechanism

- Indicate whether you have specific resources devoted to handling accessibility questions/concerns and provide the contact information for these resources.
- Provide a specific mechanism for users to contact in order to:
 - Request accessibility-related assistance
 - Report accessibility problems
 - Request information in accessible alternate formats

Implementation Recommendations

Ensure that the Accessibility Statement is Easily Located on Company Website.

- Provide a hyperlink that points to the Accessibility Statement and meets the following criteria:
 - Descriptive (e.g. 'Accessibility' or 'Disability Access')
 - Prominently positioned (e.g. on the landing page, help/support page, and/or site map)
 - Easily identified (e.g. adequate text size and color/contrast, not the last link in a complex page)

Keep the Information in the Accessibility Statement and Documentation Current.

- Since accessibility support changes over time due to product updates, accessibility evaluations, and remediation activities, regularly review and update the Accessibility Statement so it remains up-to-date.
- Include a revision date for the Accessibility Statement so end users know whether the information is current.

Direct any questions or comments to [the institutional Accessibility Liaison \(littleme@etsu.edu\)](mailto:littleme@etsu.edu).

ATTACHMENT 6.11

Accessibility Conformance and Remediation Form

Instructions

This form serves as means for auditors and vendors to document accessibility gaps associated with AIMT goods and to indicate plans for addressing these gaps in the future.

We ask that you complete the **form** provided on the next page as follows:

1. **Product/Vendor Information:** Provide the information requested
2. **Issue Description:** List each major accessibility issue for the product Including the following:
 - Gaps identified from the Accessibility Standards and Voluntary Product Accessibility Template (VPAT)
 - Gaps identified in other product support documentation
 - Gaps identified by a third-party accessibility evaluation report (if available)
3. **Current Status:** Enter one of the following values:
 - Open: The issue has not yet been resolved
 - Closed: The issue has already been resolved
 - I/P: The issue is currently under investigation
 - Other
4. **Disposition:** Enter one of the following values:
 - Planned: The issue will be resolved
 - Deferred: The issue will not be resolved
 - I/P: The issue is currently under investigation
 - Other
5. **Remediation Timeline:** Enter when you anticipate that the issue will be resolved
6. **Available Workarounds (for vendor only):** Describe the business processes vendor will offer or third-party goods that should be considered to work around the issue until full remediation
7. **Comments (optional):** Provide details/description regarding the issue
8. **Additional Information (optional):** Provide any additional discussion regarding accessibility plans

ATTACHMENT 6.12

Proposer Checklist for Prevention of Common RFQ-S Mistakes that lead to Proposal Rejection

1. Attachment 6.5 – Mandatory Requirements: MUST BE PROVIDED IN FORMAT REQUESTED

STATED BY EACH REQUIREMENT

___ Bank Reference (Attachment 6.5A.3.)

- Letter Format on bank letterhead
- Signed within last three (3) months by authorized representative of bank

Positive Credit Verification (Attachment 6.5A.4.):

___ Two (2) positive credit references

- Letter Format
- Prepared and signed within last three (3) months by vendors with whom Proposer has done business

AND

___ Official document or letter from accredited credit bureau within last three (3) months (Attachment 6.5 A.5.(a.)Not Acceptable: Marketing materials which state credit rating

OR

___ Dun & Bradstreet Credit eValuator Plus Report, verified and dated within last three (3) months (Attachment 6.5 A.5.(b.)

___ Current Certificate of Insurance with RFQ-S (Attachment 6.5A.7.)

- Acknowledgement:
 - If Proposer does not have required insurance limits at time of submission, Proposer must still submit valid and current insurance certificate.
 - However, successful Proposer will have an opportunity to submit certificate with required limits prior to ETSU awarding the contract.

___ Completed Minority/Ethnicity Form (Attachment 6.5A.6.)

___ Statement regarding Conflict of Interest (Attachment 6.5A.2.)

___ Signed and dated "Proposal Transmittal and Statement of Certifications and Assurances" form (Attachment 6.3)

2. Submission of Proposal

___ On-Time Submittal (§1.9; Attachment 6.5.A.)

- Deadline is in Section 2 – Schedule of Events
- Late Proposals will be IMMEDIATELY DISQUALIFIED (Attachment 6.5. A.)

___ A proposer may not submit alternate proposals unless requested and must not submit one proposal as the prime contractor and another as a sub-contractor

3. Pro Forma Agreement

___ Review any "Comments" to the Pro Forma Agreement

*** This checklist does not represent either a complete list of, or replacement for, the mandatory requirements listed in the RFQ-S. This checklist is ONLY A TOOL meant to assist in the prevention of disqualification.**

**** Please also note that notations on proposals that materials submitted be kept confidential will not be honored. All bid documents and contracts become public records.**

Attachment 6.13

East Tennessee State University Residents

Summary of Health and Prescription Benefits

Benefit Plan Features:	Cost In-Network	Out-of-Network
Annual Deductible Individual/Family		
Annual Out-of-Pocket Maximum (includes copay, coinsurance and deductibles) Individual/Family		
4th Quarter Carry-over		Included
Covered Services		
Preventive Care Services (see page 3 for a list)		
Practitioner Office Services Primary Care Office Visits Specialist Office Visits Office Surgery Routine Diagnostic Lab, X-Ray & Injections Advanced Radiological Imaging		
Virtual TeleHealth		
Services Received at a Facility (includes professional and facility charges) Inpatient Services Outpatient Surgery Routine Diagnostic Services - Outpatient Advanced Radiological Imaging - Outpatient Other Outpatient Services Urgent Care Center Services Emergency Care Services Emergency Care Advanced Radiological Imaging		
Medical Equipment Services Durable Medical Equipment Prosthetic or Orthotics Hearing Aids		
Behavioral Health Services Inpatient: Unlimited days per annual benefit period Outpatient: Unlimited visits per annual benefit period		
Therapeutic Services ¹⁰ (limits apply; see footnote)		
Skilled Nursing & Rehabilitation Facility Services Limited to 100 days combined per annual benefit period		
Home Health Care Services		
Hospice Services Inpatient Outpatient		
Ambulance Services		
Prescription Drugs		
Prescription Contraceptives		
Retail Network up to 30-day supply Preferred Generic Non-Preferred Generic		

Preferred Brand		
Non-Preferred Brand		
Home Delivery Network up to 90-day supply		
Preferred Generic		
Non-Preferred Generic		
Preferred Brand		
Non-Preferred Brand		
Self-Administered Specialty Drugs		
Preferred Specialty Drugs		
Non-Preferred Specialty Drugs		
Provider-Administered Specialty Drugs		

Summary of Preventive Care Services Covered at 100% In-Network

In-network preventive care services that are covered with no member cost share include, but are not limited to:

- Primary care services with an A or B recommendation by the United States Preventive Services Task Force (USPSTF)
- Immunizations recommended by the Advisory Committee on Immunization Practices that have been adopted by the Centers for Disease Control and Prevention (CDC)
- Bright Futures recommendations for infants, children and adolescents that are supported by the Health Resources and Services Administration (HRSA)
- Preventive care and screening for women as provided in the guidelines supported by HRSA

The following preventive care services are covered (not an all-inclusive list). Coverage of some services may depend on age and/or risk exposure.

All Members:

- One preventive health exam per annual benefit period. More frequent preventive exams are covered for children up to age 3.
- All standard immunizations adopted by the CDC
- Screening for colorectal cancer (age 45 – 75), high cholesterol and lipids (45 and older for women; 35 and older for men), high blood pressure, obesity, diabetes, and depression (12 and older)
- Screening for lung cancer for adults (50 to 80) who have a 20 pack-year smoking history and either currently smoke or have quit within the past 15 years, per annual benefit period
- Screening for HIV and certain sexually transmitted diseases, and counseling for the prevention of sexually transmitted diseases
- Screening and counseling in a primary care setting for alcohol misuse and tobacco use; alcohol misuse and tobacco use limited to 8 visits per annual benefit period
- Dietary counseling for adults with hyperlipidemia, hypertension, type 2 diabetes, obesity, coronary artery disease and congestive heart failure; limited to 12 visits per annual benefit period
- One retinopathy screening for diabetics per annual benefit period
- Hemoglobin A1C testing

Women:

- Well-woman visit, including annual sexually transmitted infection (STI) counseling and annual domestic violence screening & counseling per annual benefit period
- Cervical Cancer Screening per annual benefit period
- Screening of pregnant women for iron deficiency, bacteriuria, hepatitis B virus, Rh factor incompatibility, gestational diabetes
- Breastfeeding support/counseling & supplies, including lactation support services and counseling by a trained provider and one breast pump per pregnancy
- Counseling for women at high risk of breast cancer for chemoprevention, including risks and benefits
- Mammography screening at age 40 and over, and genetic counseling and, if indicated after counseling, BRCA testing for BRCA breast cancer gene
- Osteoporosis screening (age 60 or older)
- HPV testing once every 3 years, beginning at age 30
- FDA-approved contraceptive methods and counseling

Medical plan: Injectable or implantable contraceptives and barrier methods, sterilization for women

Rx plan: Generic oral & injectable contraceptives, vaginal contraceptive, patch, prescription emergency contraception

Men:

- Prostate cancer screening at age 50 and older
- One-time abdominal aortic aneurysm screening at age 65 – 75 (for men who have ever smoked)

Children:

- Newborn screening for hearing, phenylketonuria (PKU), thyroid disease, sickle cell anemia, and cystic fibrosis
- Development delays and autism screening
- Iron deficiency screening
- Vision screening

Attachment 6.14

East Tennessee State University Residents		
Summary of Dental Benefits		
Deductible Calendar Year Applies to Coverage B and C only	<u>Individual In-Network</u>	<u>Individual Out-of-Network</u>
	Family	
Benefit Maximums Applies to Coverage B and C (per Calendar Year) Coverage D (per Lifetime)		
Benefit Percentages apply to	Any Dentist*	
Covered Services	Benefit Percentages	
Coverage A Exams, X-rays Cleanings, Fluoride Sealants, Space Maintainers		
Coverage B Basic Restorative Services Basic Endodontics Basic Oral Surgery		
Coverage C Major Restorative and Prosthodontics Basic and Major Periodontics Major Endodontics Major Oral Surgery Implants	12 month Waiting Period	
Coverage D Orthodontics-Child to age 18	12 month Waiting Period	

Attachment 6.15

East Tennessee State University Residents

Summary of Vision Benefits

Benefit	In-Network Member Cost	Out-of-Network Reimbursement
VISION EXAMINATION		
Comprehensive Eye Examination		
Retinal Imaging		
Contact Lenses Fit and Follow-Up		
Standard		
Premium		
VISION MATERIALS		
Standard Plastic Lenses		
Single Vision		
Bifocal		
Trifocal		
Frames		
Contacts		
Conventional		
Disposable		
Medically Necessary		
Lens Options		
Standard Polycarbonate		
Standard Polycarbonate <i>(For covered dependent children under 19 years of age)</i>		
UV Treatment		
Tint		
Standard Plastic Scratch Coating		
Standard Progressive Lenses (add on to Bifocal)		
Premium Progressive Lenses (add on to Bifocal)		
Standard Anti-Reflective Coating		
Other Lens Options		N/A

Diabetic Eye Care
(Care and testing for diabetic members)

Exam

Retinal Imaging

Extended Ophthalmoscopy

Gonioscopy

Scanning Laser

Attachment 6.16

East Tennessee State University Residents

Summary of Disability Benefits

Group Long-Term Disability Insurance

Eligibility:

Benefits:

Monthly Benefit:

Maximum Monthly Benefit:

Minimum Monthly Benefit:

Benefit Waiting Period:

Definition of Disability:

Maximum Benefit Period:

Attachment 6.17

East Tennessee State University Residents

Summary of Life/Accidental Death and Dismemberment

Group Term Life/Accidental Death Benefits:

Group Term Life:

Designed to provide benefits to your designated beneficiary for loss of life.

Accidental Death/ Dismemberment: