**Request for Qualified Suppliers (“RFQ-S”)**

**Title: Procurement Card Auditing and Data Analytics**

**Issue date: June 4, 2018**

**Due date: June 25, 2018 4:00 PM Eastern Time**

**Section A: Introduction and Basic Information**

1. **Purpose and Scope**:

The University of Tennessee Office of Audit and Compliance (OAC) is seeking a service that provides and supports continuous auditing and data analytics for the University’s procurement card function. The service must also be capable of expanding into other topical areas for auditing and data analytics at a future time. The service provider must provide advice in extracting and verifying data from university information systems including Banner and SAP. The service must provide training for using data analytics tools that accomplish the audit objectives for specific audit projects. The service must provide continuing consulting services for the OAC team on an "as requested" basis with various audit and compliance projects during the year.

Coaching and assistance may be delivered through a mix of web and in-person meetings throughout the planning, data acquisition, script writing, and audit project reporting process steps. Such assistance is expected to be needed in increments of two to four hours, up to several times each quarter. However, no minimum commitments are expected or required by this agreement. Should requested assistance exceed 40 hours for any single audit project, a written Statement of Work will be prepared that identifies more specific tasks, scope, and deliverables.

1. **Communications**:

The following University office is managing this solicitation:

The University of Tennessee

Office of Procurement Services

5723 Middlebrook Pike

Knoxville, TN 37921

Regarding the subject matter of this solicitation, respondents may only communicate with staff members of the University’s Office of Procurement Services. The primary contact person for this solicitation is listed below:

Name: Casey S. Carrigan

Title: Contract Specialist and Buyer

Email: cspitzer@tennessee.edu

If a respondent contacts anyone except the University’s staff members listed above, the University may disqualify the respondent.

1. **Term**:
	1. The initial term of contracts resulting from this solicitation will be from August 1, 2018 to July 31, 2023.
	2. The University and winning respondents may renew for up to 5 additional year(s), upon mutual agreement.
2. **Number of Awards**: The University intends to award this solicitation to up to 2 respondents, unless the University deems it to be in its best interest to award to fewer, or more, respondents. The University retains sole discretion over this decision.
3. **Extension of the Award**: Other university departments, agencies with the State of Tennessee and other Tennessee public universities may also purchase goods and/or services from this award, if the winning respondent is agreeable. It should be noted that these entities are not required to use this agreement. If any them elect to participate under the terms and conditions of this resulting award, the University of Tennessee reserves the right to re-negotiate favorable incentive, and cost terms with the successful supplier that are reflective of the additional volume. Note: The offer to extend the award to these other entities is at the discretion of the winning respondent and they should not be extended if it would affect your ability to offer the most favorable prices and terms to The University of Tennessee.
4. **Non-Exclusive**: This is not a solicitation for an exclusive agreement and departments will still have the option of procuring items from other suppliers in accordance with our purchasing policies. The University does not guarantee that all purchases for the products and/or services available under resulting contracts will be made exclusively from the winning respondents.
5. **Pre-Proposal Conference**: The Solicitation Coordinator will host an optional pre-proposal conference on June 14 at 10:00 AM Eastern Time. The meeting will be held by Zoom video conference. **Please email the Solicitation Coordinator by June 13 at 4:00 PM Eastern Time to request a link to the Zoom video conference.**
6. **Presentations**: After the proposals have been evaluated and scored, the scoring committee may select the highest scoring respondent(s) to invite for a presentation. The university will decide how many to invite.
7. **Schedule**: Note the University reserves the right to change these dates. All times are quoted in Eastern Time.

|  |  |
| --- | --- |
| Publication Date | June 4, 2018 |
| Optional Pre-Proposal Conference | June 14, 2018 10:00 AM  |
| Deadline for Questions | June 18, 2018 4:00 PM  |
| Bidder Submission Due Date | June 25, 2018 4:00 PM  |
| Presentations | To be determined |
| Notice of Intent to Award | To be determined |
| Open File Period / Protest Period | To be determined |
| Projected Effective Date of Agreements | August 1, 2018 |

**Section 2: Instructions and Evaluation Criteria**

1. **Assistance to Respondents with a Disability**: In the event that a respondent has a disability, the University will make reasonable accommodation to allow them to participate, provided that the individual requesting assistance contacts the Solicitation Coordinator no later than 10 days before the response deadline.
2. **Proposal Submission**: Respondents must submit their proposals via email to cspitzer@tennessee.edu. **Respondents must enter their responses in this Word document, and submit the response in Word format**.
3. **Confidential Information**: Any proprietary or confidential materials contained in the proposal will be subject to the Tennessee Public Records Act, TCA 10-7-503. All responses, inquiries, or correspondence relating to or in reference to this solicitation, and all other documentation submitted by the respondents will become the property of the University when received. All proposal material submitted and evaluation documents will remain confidential, as provided by law, until after the University announces the notice of intent to award to the successful respondent. The University will not agree to provide advance notice of disclosure and placing confidential notices on documents is meaningless. After the notice to award, all materials submitted are open for inspection.
4. **Proposal Preparation Costs**: The University will not pay any costs in the preparation or submission of a proposal. Respondent is responsible for its preparation costs.
5. **Withdrawal of Proposals**: A submitted proposal may be withdrawn by sending a written request to the Solicitation Coordinator before the solicitation due date. Proposals may be withdrawn and resubmitted in the same manner, if done prior to the submission deadline. Withdrawals or modifications offered in any other manner will not be considered.
6. **Acceptance and Rejection of Proposals**: The University may accept or reject any proposals that, in its opinion, is in the best interests of the University. The University may re-solicit proposals, or to continue with the current supplier for these services. The University may also waive minor variances or immaterial defects in a response. The University may also accept any item in the bid, unless otherwise specified by the Respondent.
7. **Questions**: Up to the deadline for questions, respondents may ask the Office of Procurement Services questions in writing via email to cspitzer@tennessee.edu. In the event that a respondent communicates with the Office of Procurement Services verbally, the respondent understands that verbal communication is non-binding, and respondent further acknowledges the only official communication about this solicitation is written communication. Respondent understands that it must not rely on verbal communications with the University.
8. **Addenda**: The University will make reasonable efforts to ensure that all respondents have the same material information. Accordingly, if a respondent asks a question that the University considers, in its sole discretion, to be material, the University will issue an addendum to this solicitation. The University will communicate all addenda to all respondents.
9. **Evaluation of Technical Responses**:

The University will use the following scoring criteria:

|  |  |
| --- | --- |
| **Evaluation Criteria** | **Maximum Points Possible**  |
| Mandatory requirements | Pass/Fail |
| General and Technical qualifications, including on-site visit. | 1,000 |

1. **Cost Proposal**: The Office of Procurement Services will evaluate the respondents’ respective cost proposals, and may negotiate with one or multiple respondents to ensure a both-win deal for the University and respondent.
2. **Award**: This solicitation does not commit the university to make an award or to procure or contract for the articles of goods or services described in this solicitation. The University will make an award that the University determines to be in its best interest; this might result in a situation where the University does not award to the respondent offering the lowest cost, or to a respondent other than the highest-scoring respondent. The University reserves the right to negotiate terms and alter the specifications with the with the highest scoring respondent, however, if they are unable to reach mutually agreeable terms and conditions, the University reserves the right to reject the proposal and negotiate terms of an agreement with the next highest scoring respondent. If the agreement with the successful respondent is terminated for any reason prior to the agreement termination date, the university may elect to substitute the next highest scoring respondent, if they are willing to honor the prices in their initial proposal. A Purchasing Department of the University of Tennessee is the only office authorized to award a purchase order for the required services.
3. **Notice of Intent to Award**: After the evaluation process is completed, the University will issue a formal notice of intent to award notifying all respondents of the identity of the winning respondents.

**Section 3: Technical Response**

**Instructions**: Respondents must write and organize their responses in the same order as listed below. The University may deem a response non-responsive the respondent does not comply.

**Part A: Mandatory Requirements**

**The University will assess each criteria below on a pass/fail basis. Respondents must pass each criteria to qualify.** Please mark the option that applies to your response.

1. The service provider team should consist of individuals who have expertise in continuous auditing and data analytics and at least three years of recent related experience. PASS □ FAIL □
2. Service provider leadership must have at least three years of recent experience in compliance or audit consulting. PASS □ FAIL □
3. Service provider team must be knowledgeable of current best practices related to data analytics and continuous monitoring. PASS □ FAIL □
4. Service provider team must be knowledgeable of currently available information technology and have the expertise to support it. PASS □ FAIL □
5. Service provider team must have prior experience in providing a data analytics service for an institutional compliance program. PASS □ FAIL □

**Part B: General Qualifications of Respondents**

1. Detail the name, e-mail address, mailing address, and telephone number of the person the University should contact regarding the response.
2. Describe the Respondent’s form of business (*i.e*., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
3. Detail the number of years the Respondent has been in business and how long they have been providing the goods or services required by this solicitation.
4. Provide a brief, descriptive statement detailing evidence of the Respondent’s ability to deliver the services sought under this RFQ-S.
5. Provide documentation of the Respondent’s commitment to diversity and indicate if Respondent is registered with the Tennessee Governor’s Office of Diversity Business Enterprise (Go-DBE).

**Part C: Technical Approach**

1. Providea narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the University’s needs.
2. If the Respondent takes exception to any terms or conditions set forth in the Agreement, Respondent must submit a list of the exceptions.
3. Provide a brief synopsis of the Respondent’s related experience in providing advisory consulting services including continuous auditing and data analytics.
4. Provide a summary of the data analytical services that are available (including those beyond the scope of procurement card analysis).
5. Provide a summary of the specific data analytical metrics that are used to monitor the procurement card function.
6. Provide a detailed description of the process the Respondent will use to perform the services, including a description of the lifecycle of the work.

**Part D: References**

Provide at least five references, preferably from higher education institutions, for which the same services are being utilized. Include, at a minimum, the following:

• Company/School/Business name

• Contact name

• Phone number

• E-mail address

• Brief description of the scope, length, volume and status of the business relationship

References may be contacted at any time during this solicitation.

**Section 4: Cost Proposal**

The proposal should include the following:

1. The pricing structure for the various components of the service provided.
2. The rate per hour of work for implementation and future consulting and assistance.
3. An itemized list of any additional expenses.

**Exhibit 1: Draft Master Agreement**

This Exhibit 1 contains a draft master agreement. The University will enter into negotiations with respondents that win an award through the solicitation process. The University provides this draft to help expedite the negotiation process. Please note that this draft is subject to change at University’s discretion, and the draft is for review purposes only.

**Agreement**

This supplier agreement is dated Click or tap to enter a date., and is between Click or tap here to enter text. (“Supplier”), and The University of Tennessee, an instrumentality of the State of Tennessee (“University”).

**Background**:

* The University of Tennessee, a public university system, is composed of the following:
	+ Campuses:
		- Chattanooga;
		- Health Science Center;
		- Knoxville; and
		- Martin.
	+ Institutes:
		- Institute of Agriculture (which includes the University’s College of Veterinary Medicine);
		- Institute for Public Service; and
		- Space Institute.
	+ Administration:
		- University System Administration.
* The University published a bid solicitation (# Click or tap here to enter text.) on Click or tap to enter a date..
* The University awarded to Supplier.

**Agreement**: The parties agree as follows:

1. **Terms; Renewal; Termination:**
	1. Term: This agreement begins on the date stated in the introductory clause and ends at 11:59 PM Central Time on Click or tap to enter a date..
	2. Renewal: Upon mutual written agreement, the parties may extend this agreement through Click or tap to enter a date..
	3. Termination: Either party may terminate this agreement for any reason by giving the other party at least 30 days’ prior notice.
2. **Services**: Supplier shall provide the goods or services, or both, stated in Schedule 1.
3. **Financial**:
	1. Pricing: Supplier’s pricing is stated in Schedule 1.
	2. Prohibited Costs: Supplier shall not charge the University any costs, unless the cost is explicitly stated in this agreement.
4. **Records; Audit**:
	1. Records: Supplier will maintain records for all expenses for which Supplier invoices the University under this agreement. Supplier will maintain its records for at least 3 years, and will maintain its records in accordance with generally accepted accounting principles.
	2. Audit: During the term of this agreement and for 3 years after the last payment from the University to Supplier under this agreement, the State of Tennessee Comptroller or the University’s internal audit, or both, may audit Supplier’s records that relate to this agreement.
5. **Debarment**: Supplier hereby states that the following are true statements:
	1. Supplier is not currently debarred by the U.S. federal government.
	2. Supplier is not currently suspended by the U.S. federal government.
	3. Supplier is not currently named as an “excluded” supplier by the U.S. federal government.
6. **Nature of Agreement**:
	1. No Required Quantities or Minimum Amounts: Supplier acknowledges that that this agreement does not impose any minimum-quantity or minimum-spend-amount requirements on University. Accordingly, Supplier acknowledge that this agreement is not a requirements contract.
	2. Not Exclusive: Supplier acknowledges that this agreement does not impose any exclusivity obligations on the University.
7. **Background Checks**:
	1. General Obligation: Supplier will not knowingly assign any individual to provide services to University if the individual has a history of criminal conduct. For proposes of this agreement, “criminal conduct” means charges filed by any government agency, excluding non-moving violations and speeding violations.
	2. Tennessee Abuse Registry; Tennessee Sex Offender: Supplier must inform the University’s Office of Procurement Services immediately if any of Supplier’s employees or sub-contractors are listed in:
		1. The Tennessee Abuse Registry.
		2. The Tennessee Sex Offender Registry.
	3. Prompt Background Checks: If the University requests, Supplier must perform a comprehensive criminal background check on any Supplier employee or sub-contractor.
8. **Premises Rules**: When Supplier is physically present on University property, Supplier shall make reasonable efforts to cause its employees and permitted sub-contractors to become aware of, and in full compliance with, University’s rules, practices, and policies (collectively referred to as “rules.”). For example, Supplier shall ensure that it complies with the University’s applicable rules regarding safety, smoking, noise, access restrictions, parking, security, and consideration for minors (students and University visitors under age 18).
9. **Conduct**: Supplier will make reasonable efforts to ensure that Supplier’s employees and sub-contractors will conduct themselves in a professional manner while on University property, and while interacting with University employees, students, or visitors. Supplier must report, within 24 hours, to the University’s Office of Procurement Services any complaints about Supplier’s employees or sub-contractors engaging in the following behavior: sexually suggestive or harassing behavior; unwanted physical touching; unwanted photographs; alcohol use; illegal drug use; or physical manifestations of alcohol or drug use (e.g. Supplier’s employee emits smells that indicate that the individual consumed alcohol recently).
10. **Assignment**: Supplier may not assign any rights or delegate any of Supplier’s obligations under this agreement to any other person or entity.
11. **University Policies**:
	1. Non-Solicitation: Supplier shall comply with the University’s “Vending and Solicitations on the University Campus” policy: <http://policy.tennessee.edu/fiscal_policy/fi0325/>
	2. Gift Acceptance: Supplier shall comply with the University’s “Employee Gift Acceptance Policy”: <http://policy.tennessee.edu/fiscal_policy/fi0717/>
12. **Cooperative Procurement**: The University intends to promote efficient procurement methods. Accordingly, Supplier acknowledges that any government agency in the United States and U.S. territories (including public universities) may enter into separate agreements with Supplier, incorporating this agreement. The University is not responsible for third parties who utilize this agreement.
13. **Illegal Immigrants**: In compliance with the requirements of Tenn. Code Ann. § 12-3-309, Supplier hereby attests that it shall not knowingly utilize the services of an illegal immigrant in the United States in the performance of this agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this agreement.
14. **Force Majeure**: Neither party’s delay or failure to perform any provision of this agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) will be deemed a breach of this agreement.
15. **Dispute Resolution**: The parties shall make reasonable efforts to resolve any dispute before filing any formal legal action.
16. **Governing Law**: The internal laws of the State of Tennessee, without giving effect to its principles of conflicts of law, govern this agreement. The University’s liability is governed by the Tennessee Claims Commission Act.
17. **Waiver of Claims**:
	1. Supplier’s Intent: Supplier intends to protect the University’s employees from personal liability. Accordingly, Supplier intends to waive and release any claims against the University’s employees.
	2. Irrevocable Waiver: Supplier hereby irrevocably waives any claims against the University’s employees or former employees. Supplier hereby covenants not to sue University employees or former employees in their individual capacity. This release and waiver applies to Supplier and Supplier’s successors, heirs, and assigns.
	3. Materiality: The University and Supplier state that this clause is material to this agreement.
18. **Notice**:
	1. For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company, with all fees prepaid, or (3) by registered or certified mail, return receipt requested and postage prepaid;
	2. Subject to sub-section (d) below, a valid notice or other communication under this agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:
		1. if it is delivered by hand, delivered by a national transportation company, with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt; and
		2. if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.
	3. For a notice or other communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section.

**Supplier**:

 **[add notice address here]**

**University**:

Legal notices only; do not send invoices to this address:

 The University of Tennessee

 5723 Middlebrook Pike

 Knoxville, TN 37921-5946

 ATTN: Office of Procurement Services

 Fax: 865-974-2701

 Email: contracts@tennessee.edu

* 1. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.
1. **Registration with Tennessee Department of Revenue**: In compliance with the requirements of Tenn. Code Ann. § 12-3-306, the Supplier hereby attests that it has registered with the State of Tennessee’s Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this agreement.
2. **Iran Divestment Act**: The Supplier certifies, under penalty of perjury, that to the best of its knowledge and belief the Supplier is not on the list created pursuant to Tenn. Code Ann. § 12-12-106. The Supplier further certifies that it shall not utilize any subcontractor that is on the list created pursuant to Tenn. Code Ann. § 12-12-106.
3. **Use of University Intellectual Property**: Except as allowed in this section, Supplier shall not use the University’s name, logo, or any other University-owned intellectual property for any reason, without the written consent of an authorized official of the University. During the term of this agreement, Supplier may list the University’s name in Supplier’s list of clients.
4. **Third-Party Beneficiaries**: There are no third-party beneficiaries to this agreement.
5. **Severability**: The parties intend as follows:
	1. that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
	2. that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of the agreement will remain in effect as written; and
	3. that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.
6. **Modification; Waiver**:
	1. Modification:
		1. No amendment of this agreement will be effective unless: (1) it is in writing; (2) it is signed by authorized officials of both parties; and (3) it specifically references this agreement.
		2. Only the University’s authorized officials have the authority to bind the University. A list of the University’s authorized officials is located here: <http://treasurer.tennessee.edu/contracts/contractsignature.html>.
	2. Waiver: No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.
7. **Counterparts**: If the parties sign this agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.
8. **Attached Schedule(s)**: Supplier must comply with all attached Schedule(s).
9. **Entire agreement**: This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties. In the event Supplier’s invoices, order forms, or other Supplier-provided items contain terms, Supplier acknowledges that Supplier’s terms do not apply to the University. Further, in the event Supplier’s website, mobile applications, or other platforms contain click-wrap, browse-wrap, or shrink-wrap terms and conditions, Supplier states that such terms and conditions do not apply to University.

The parties are signing this agreement on the date stated in the introductory clause.

**The University of Tennessee** Click or tap here to enter text.

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Schedule 1: Scope of Work; Pricing**