



REQUEST FOR PROPOSAL

FOOD AND CATERING SERVICES

VSCC RFP #	24-0001
Proposal Due	11/13/2023
Date/Time	2:00pm CT

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1 INTRODUCTION

Volunteer State Community College (hereinafter “Institution”) is a public two-year community college in Gallatin, Tennessee, serving a twelve-county region including the counties of Clay, Davidson, Jackson, Macon, Overton, Pickett, Putnam, Robertson, Smith, Sumner, Trousdale and Wilson. The College is committed to the education of a non-racially identifiable student body.

The Institution is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award the Associate Degree. The Institution holds membership in the American Association of Community and Junior Colleges, and the Southern Association of Junior colleges and the Tennessee College Association.

The Institution has eligibility certification by the U.S. Office of Education and is approved by the State Department of Education for Veterans Education. The Institution is an Equal Opportunity Institution of Higher Learning of the Tennessee State Board of Regents and maintains an “open-door” policy of accepting any student who desires to improve through education. A Faculty Assembly offers the faculty opportunities to become involved in decision making on an advisory level. The assembly is designed to improve communications between the faculty and administration and to express collective faculty opinion on issues of concern. The assembly is chaired by a speaker who is chosen from the body by the elected divisional representatives.

The Institution seeks to promote and ensure equal opportunity for all persons without regard to race, color, religion, sex, ethnic or national origin, sexual orientation, gender identity, genetic information, disability status, age or status as a protected veteran and shall fully comply with Executive Order 11246, as amended, and all other applicable federal and state equal opportunity laws.

1.1 System Background

The Tennessee Board of Regents (hereinafter the “System” or “TBR”) established by T. C. A. § 49-8-101 consists of 40 institutions with a combined annual enrollment of nearly 120,000 students, over 9,100 employees, and ranks as the largest system of public higher education in Tennessee. TBR's 13 community colleges and 24 colleges of applied technology offer classes in almost all of Tennessee's 95 counties.

The System seeks to promote and ensure equal opportunity for all persons without regard to race, color, religion, sex, ethnic or national origin, sexual orientation, gender identity, genetic information, disability status, age or status as a protected veteran and shall fully comply with Executive Order 11246, as amended, and all other applicable federal and state equal opportunity laws.

1.2 Statement of Procurement Purpose

The Institution has issued this Request for Proposal (RFP) 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 RFP, 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, service-disabled veteran, and persons with disabilities 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 with a food services management company for the operation of its campus dining and catering services. See Attachment 6.4 for additional information and requirements.

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

The RFP Attachment 6.2, 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.

1.4 Coverage and Participation

It is acknowledged that the Institution is issuing this proposal, with the option for other institutions within the System to utilize the resulting Contract. A listing of these institutions is provided in Attachment 6.9. 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 6.9 choose to join the resulting Contract.

1.5 Nondiscrimination

The Contractor 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 Contractor on the grounds of classifications protected by Federal or State law. Accordingly, the Contractor 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.

Lori Cutrell, Human Resources Director
1480 Nashville Pike, Gallatin, TN 37066
Lori.cutrell@volstate.edu
615-230-4834

1.6 Assistance to Proposers with a Disability

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

1.7 RFP Communications

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

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

April Corkin, Coordinator of Purchasing and Contracts
Volunteer State Community College
1480 Nashville Pike
Gallatin, TN 37066
615-230-3406 (Office)
purchasing@volstate.edu

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

RFP 24-0001

- 1.7.3 Any oral communication shall be considered unofficial and non-binding with regard to this RFP. Only the Institution's official, responses and communications, as defined in Section 1.7.7 below, shall be considered binding with regard to this RFP. The Institution's official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.
- 1.7.4 The Solicitation Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline in the RFP Section 2, Schedule of Events.
- 1.7.5 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 RFP. 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.volstate.edu/purchasing>
- 1.7.8 The Institution will make reasonable efforts to ensure the accuracy any data or factual information provided by the Institution (in this RFP, an RFP Amendment or any other communication relating to this RFP) However, the Institution makes no warranties as to the data or information provided.

1.8 Notice of Intent to Propose

Each potential Proposer should submit a Notice of Intent to Propose to the RFP Coordinator by the deadline in the RFP 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 RFP amendments and other communications regarding the RFP (refer to RFP 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 RFP Section 2, Schedule of Events. A proposal must respond to the written RFP and any RFP exhibits, attachments, or amendments. A late proposal shall not be accepted, and a Proposer's failure to submit a proposal before the deadline shall cause the proposal to be disqualified. 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 Pre-Proposal Conference and Written Questions

A Pre-Proposal Conference will be held at the time and date listed in the RFP Section 2, Schedule of Events. The purpose of the conference is to discuss the RFP scope of goods and/or services as well as tour the facility for the requested operation. No oral questions will be entertained prior to the pre-proposal conference. Questions shall be submitted to the RFP Coordinator in writing prior to the Conference. Oral responses to any question(s) at the Pre-Proposal Conference shall be considered tentative and non-binding with regard to this RFP. Additional Questions, as well as any questions asked at the Pre-Proposal Conference, concerning the RFP must be submitted in writing prior to the Written Comments Deadline date in the RFP Section 2, Schedule of Events. To ensure accurate, consistent responses to all known potential Proposers, the official response to all questions will be

issued by the Institution as described in RFP Section 1.7 above and on the date detailed in the RFP Section 2, Schedule of Events. Pre-Proposal Conference attendance is not mandatory, and each potential Proposer may be limited to a maximum number of attendees depending upon space limitations. The conference will be held at:

Wood Building, Mary Cole Nichols Dining Room B

2 RFP 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., CT.

RFP 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.		
EVENT	TIME	DATE (<u>all</u> dates are Institution business days)
1. Institution Issues RFP	2:00pm	10/03/2023
2. Disability Accommodation Request Deadline	4:30pm	10/10/2023
3. Pre-Proposal Written Questions	4:30pm	10/17/2023
4. Pre-Proposal Conference/Facility Tour – VSCC	1:00pm	10/20/2023
5. Final Written Comments Deadline	4:30pm	10/23/2023
6. Institution Responds to all Questions	4:30pm	10/31/2023
7. Notice of Intent to Propose	4:30pm	11/06/2023
8. Proposal Deadline	2:00pm	11/13/2023
9. Proposal Opening	3:00pm	11/13/2023
10. Institution Completes Technical Proposal Evaluations	4:30pm	12/6/2023
11. Institution Opens Cost Proposals and Calculates Scores	8:00am	12/07/2023
12. Institution Issues Intent to Award Letter and Opens RFP Files for Public Inspection	4:30pm	12/14/2023
13. Insurance Certificate Deadline	4:30pm	01/02/2023
14. Award of Contract	4:30pm	01/03/2023

3 PROPOSAL REQUIREMENTS

Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can 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 decrease the revenue or amend the proposal such that the apparent successful Proposer no longer offers the best proposal.

3.1 Proposal Form and Delivery

3.1.1 Each response to this RFP must consist of a Technical Proposal and a Revenue Proposal (as described below).

3.1.2 Proposers may submit either electronically or hard copy.

3.1.3 Electronic submission of Proposals and Client References (B.12) will be accepted via email to purchasing@volstate.edu. The Institution is not responsible for the timely receipt of submission electronically (e.g., email attachment size limits, file share application compatibility, etc.). It is the responsibility of the Proposer to ensure documents are delivered and accessible per deadline.

3.1.3.1 When submitting electronically, email subject line should be:

“Proposal for RFP 24-0001”

3.1.3.2 Electronic files must be organized as follows:

Each Proposer must submit two (2) separate attachments; one (1) Technical Proposal document (i.e., Attachment 6.5, Qualifications & Experience, Technical, exhibits, appendices, attachments, etc.), and one (1) Revenue Proposal file.

3.1.3.3 See Section B.12. for submission of Client References. Client References may be submitted via email to purchasing@volstate.edu directly from the client submitting the reference.

3.1.4 If submitting a hard copy Proposal:

3.1.4.1 Each Proposer must submit one (1) print version, and one (1) *electronic, version of the Technical Proposal to the Institution in a sealed package that is clearly marked:

“Technical Proposal for RFP 24-0001 – DO NOT OPEN”

*Electronic copy must be submitted on a flash drive with the Technical Proposal submission in the file format that the original RFP documents were advertised (i.e., Word, Excel, etc.) and in the order defined in Section 3.1.3.2 above).

3.1.4.2 **The Proposer must sign and date the Technical Proposal. Failure to submit one technical proposal with a signature may be cause for rejection of the proposal. The signature should be on Attachment 6.5, Technical Proposal and Evaluation Guide, and must be an individual who has the authority to legally bind the Proposer.**

3.1.4.3 Each Proposer must submit one (1) print version, one (1) *electronic version of the Revenue Proposal to the Institution in a separate, sealed package that is clearly marked:

“Revenue Proposal for RFP 24-0001 – DO NOT OPEN”

*Electronic copy must be submitted on a flash drive with the Revenue Proposal submission in the format that the original RFP documents were advertised (i.e., Word, Excel, etc. and in the order defined in Section 3.1.3.2 above).

- 3.1.4.4 The Proposer must sign and date the Revenue Proposal. Failure to submit one Revenue proposal with a signature may be cause for rejection of the proposal. The signature should be on Attachment 6.6, Revenue Proposal and Scoring Guide, and must be an individual who has the authority to legally bind the Proposer.
- 3.1.4.5 The Revenue Proposal must be submitted to the Institution in a sealed package separate from the Technical proposal.
- 3.1.4.6 If a Proposer encloses the separately sealed proposals (as detailed above) in a larger package for mailing, the Proposer must clearly mark the outermost package:
“Contains Separately Sealed Technical and Revenue Proposals for RFP 24-0001”.
- 3.1.4.7 Email shall be sent to purchasing@volstate.edu with tracking number to notify the Institution that a hard copy has been sent.
- 3.1.5 The Institution must receive all proposals in response to this RFP, at the following address, no later than the Proposal Deadline time and date in the RFP Section 2, Schedule of Events. Late proposals will not be considered and will remain unopened and filed in the RFP file.

Electronic Submissions:

purchasing@volstate.edu

Physical Submissions:

April Corkin
 Procurement & Contracts
 Volunteer State Community College
 Ramer Administration Building
 1480 Nashville Pike
 Gallatin, TN 37066
 Phone: 615-230-3406

- 3.1.6 Proposals must be typewritten or hand-written in ink.

3.2 Technical Proposal

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

NOTICE: A Technical Proposal must not include any pricing or revenue information. This includes references to items that are included “free” or “at no additional cost”, etc. If any pricing or revenue information amounts of any type (even pricing relating to other projects) is included in any part of the Technical Proposal, the Institution may deem the Response to be non-responsive and reject it.

- 3.2.2 Each Proposer should 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 and must be written on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible). All proposal pages must be numbered.
- 3.2.4 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.

- 3.2.5 The 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 RFP 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 Proposer must sign and date the Technical Proposal. Digital, electronic, or facsimile signatures will be acceptable as the signature. Failure to submit a signature will be cause for rejection of the proposal.**
- 3.2.7 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.
- 3.2.8 In the event of a discrepancy between the original Technical Proposal and the digital copy, the original, signed document will take precedence.

3.3 Revenue Proposal

- 3.3.1 The Revenue Proposal must be submitted to the Institution in a sealed package separate from the Technical proposal.
- 3.3.2 The Revenue Proposal must be recorded on an exact duplicate of the RFP Attachment 6.6, Revenue Proposal and Scoring Guide.
- 3.3.3 Each Proposer shall ONLY record the proposed revenue exactly as required by the Revenue Proposal and Evaluation Guide and shall NOT record any other rates, amounts, or information. See Section C.4 of Attachment 6.4 for instruction on providing additional/optional revenue options.
- 3.3.4 The proposed revenues shall incorporate all costs for goods and/or goods and/or services under the Contract for the total contract period.
- 3.3.5 **The Proposer must sign and date the Revenue Proposal. Digital, electronic, or facsimile signatures will be acceptable as the signature. Failure to submit a signature will be cause for rejection of the Proposal.**
- 3.3.6 In the event of a discrepancy between the original Revenue Proposal and the digital copy, the original, signed document will take precedence.

NOTICE: If a Proposer fails to submit a Revenue Proposal exactly as required, the State may deem the response to be non-responsive and reject it.

4. GENERAL REQUIREMENTS & CONTRACTING INFORMATION

4.1 Proposer Required Review and Waiver of Objections

Each Proposer must carefully review this RFP 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 RFP Section 2, Schedule of Events. This will allow issuance of any necessary amendments and help prevent the necessity of cancelling the RFP.

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 (Attachment 6.12), such alternatives, revisions or additions may 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 RFP Amendment and Cancellation

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

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

4.3 Proposal Prohibitions and Right of Rejection

4.3.1 The 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 RFP 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 RFP to be non-responsive and reject it.

4.3.3 A Proposer may submit an alternate proposal; however, Proposer must submit a proposal that offers the goods and/or services requested by this RFP.

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 RFP. Submitting more than one proposal shall result in the disqualification of the Proposer unless specifically provided for in this RFP.

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 The Institution shall reject a proposal if the Revenue Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer. Regardless of the time of detection, the Institution shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.

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 RFP:

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 RFP. If the Institution waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with the RFP.

4.4 Incorrect Proposal Information

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

4.5 Proposal of Additional Goods and/or services

If a proposer offers related goods and/or services in addition to those required by and described in this RFP, 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 RFP to be considered for inclusion in the contract as a separate attachment. Revenues/Costs associated with additional related goods and/or services must be provided on a separate attachment in the Revenue Proposal. 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 Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP 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 RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.4., Section B, Qualifications & Experience Requirements, Item B.11.).
- 4.6.3. Subcontractors identified within a response to this RFP 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 Contractor 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 RFP 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 RFP, shall be properly licensed to render such opinions.

4.9.2. Before the Contract resulting from this RFP 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 TBR to demonstrate financial stability and capability prior to award of contract. These requirements are located in Attachment 6.4 of this RFP.

4.11 Proposal Withdrawal

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

4.12 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 RFP Section 2, Schedule of Events unless formally requested, in writing, by the Institution.

4.13 Proposal Preparation Costs

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

4.14 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 Cost Proposal opening.

4.15 Disclosure of Proposal Contents

4.15.1 Each proposal and all materials submitted to the Institution in response to this RFP 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.

4.15.2 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.

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

4.16 Contract Approval

The RFP 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.

4.17. 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 RFP (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.

4.18. 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 RFP, 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 RFP. If the Institution and the Contractor reach an agreement regarding the goods and/or services and associated compensation, such agreement must be effectuated 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.

4.19. Severability

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

4.20. 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 RFP process.

4.21. Contractor Registration

Proposers should complete the Institution's vendor registration process. Although registration with the Institution is not required to make a proposal, a resulting contract from this RFP process cannot be finalized without the successful proposer being a registered vendor.

Refer to the following Internet URL to begin the registration process:

<https://solutions.scquest.com/apps/Router/SupplierLogin?CustOrg=TBRCentralOffice&tmstmp=1466527285763>

In addition to above, the Institution shall work with Proposers and the Governor's Office of Diversity Business Enterprise (Go-DBE) for Proposers to obtain official state certification. Staff of the GoDBE are available for assistance to minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFP (visit <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/godbe-general-contacts.html> for contact information). For assistance with this process, Proposers can contact procurementdiversity@tbr.edu.

4.22. Policy and Guideline Compliance

This proposal request and any award made hereunder are subject to the policies and guidelines of the Tennessee Board of Regents (www.tbr.edu) and [Purchasing & Contracts | Volunteer State Community College \(volstate.edu\)](http://www.volstate.edu/purchasing).

4.23. Protest Procedures

Refer to the following Internet URL to obtain the bid protest procedures:

<https://policies.tbr.edu/guidelines/purchasing-guideline#Protested-Bids>

A sample protest bond format is provided as Attachment 6.9. 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 Pre-Proposal Written Questions/Comments Deadline and the Protester did not raise the issue in writing.

5 PROPOSAL EVALUATION & CONTRACT AWARD

5.1 Evaluation Categories and Maximum Points

The Institution will consider qualifications and experience, technical approach, and revenue 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.

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	200
Technical Requirements	400
Revenue Proposal	400

5.2 Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Proposer offering the highest revenue, 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 RFP. "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 Solicitation Coordinator will use the RFP Attachment 6.5, Technical Proposal and Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

5.2.1.1 The Solicitation Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.5, Technical Proposal and Evaluation Guide, Section A). If the Solicitation 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 RFP 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 RFP, and consisting of three (3) or more Institution employees, will evaluate each Technical Proposal that appears responsive to the RFP.

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 RFP 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.

5.2.2 Revenue Proposal Evaluation

After the Technical Proposal evaluations have been completed, the Solicitation Coordinator will open the Revenue Proposals and use the RFP Attachment 6.6, Revenue Proposal and Scoring Guide to calculate and document the Revenue Proposal scores.

5.2.3 Total Proposal Score

The Solicitation Coordinator will calculate the sum of the Qualifications and Experience scores, the Technical Proposal scores, and the Revenue Proposal scores and record the resulting number as the total score for the subject Proposal.

5.3 Contract Award Process

5.3.1 The Solicitation 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 RFP Section 2, Schedule of Events.

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

5.3.3 The Institution will make the RFP files available for public inspection as in the RFP 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 RFP 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 RFP 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 RFP 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 RFP 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 Solicitation Coordinator will re-calculate scores for each responsive Proposal to determine the new, apparent best-evaluated proposal.

TAX / MINORITY / ETHNICITY FORM

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.

This form must be completed in full.

<p>1. Name of Contractor: _____</p> <p>Federal ID / Social Security Number: _____</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>(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 reverse side for definition)</p> <p><input type="checkbox"/> Woman (WO)** (see reverse side for definition)</p> <p><input type="checkbox"/> Small (SM)*** (see reverse side for definition)</p> <p><input type="checkbox"/> Service-Disabled Veteran****(see reverse side for definition)</p> <p><input type="checkbox"/> Persons with Disabilities, Disabled Business Enterprise (DSBE)</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. 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 <input type="checkbox"/> Persons with Disabilities</p>	
<p>6. Is Contractor or Contractor's parent company located outside the U.S. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, state Country: _____</p>	
<p>7. Certification: I certify that all the information as completed above is accurate and true.</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.

*******Persons with Disabilities, Disabled Business Enterprise (DSBE)**

Business owned by persons with disabilities" means a business owned by a person with a disability that is a continuing, independent, for-profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more persons with a disability; 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 persons with a disability and whose management and daily business operations are under the control of one (1) or more persons with a disability:

Person with a disability" means an individual who meets at least one (1) of the following:

- (A) Has been diagnosed as having a physical or mental disability resulting in marked and severe functional limitations that is expected to last no less than twelve (12) months;
- (B) Is eligible to receive social security disability insurance (SSDI); or
- (C) Is eligible to receive supplemental security income (SSI) and has a disability as defined in subdivision (A)

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 RFP.

**CONTRACT
BY AND BETWEEN
TENNESSEE BOARD OF REGENTS
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. [DESCRIBE IN DETAIL THE SERVICES THE CONTRACTOR IS TO PROVIDE TO THE INSTITUTION AND THE SERVICES THAT THE INSTITUTION IS TO PROVIDE TO THE CONTRACTOR – THIS MAY BE A SUMMARY WITH DETAILED SPECIFICATIONS IN AN ATTACHMENT.] THIS SCOPE OF SERVICES SHOULD BE COMPLETE WHEN THE RFP IS ISSUED

B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing on [START DATE] and ending on [END DATE]. 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 RFP 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>
<u>[SERVICE UNIT/MILESTONE EVENT]</u>		<u>\$(NUMBER AMOUNT)</u>
<u>[SERVICE UNIT/MILESTONE EVENT]</u>		<u>\$(NUMBER AMOUNT)</u>

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. **[PICK ONE OF THESE OPTIONS]**

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

[OR]

Compensation to the Contractor for travel, meals and/or lodging in connection to work performed under this Contract shall be in the amount of actual cost to the Contractor, subject to the maximum amounts and limitations specified in the State Comprehensive Travel Regulations and pursuant to TBR Travel Policy, as they may be amended from time to time.**[YOU SHOULD MAKE THIS DECISION BEFORE THE RFP IS ISSUED]**

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.

To ensure payment is made in a timely manner, the Contractor shall submit ALL invoices for the Institution’s System Office and the Tennessee Colleges of Applied Technology (TCATs) electronically to payables.vendors@tbr.edu. Contractor agrees that no payment shall be made until the Contractor is officially registered through the Institution’s Vendor Portal and provide all registration information requirements.

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 RFP]
- 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 venturers, or associates of one another. It is expressly acknowledged by the parties hereto that the parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the 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.

OR

The Contractor, being an independent contractor and not an employee of the Institution, agrees to carry public liability insurance, issued by a carrier licensed to do business in the State of Tennessee, in the amount of at least one million dollars per occurrence, with an endorsement naming the Institution as an additional insured under the policy, and any other forms of insurance required by law, including, but not limited to workers compensation insurance. The Contractor shall provide proof of all insurance required under this section prior to execution of this Contract. Contractor shall pay applicable taxes incident to this Contract.

[If the contract calls for the Contractor to do work on the property of the Institution or to do acts on behalf of the Institution that have any risk of injury to others, choose the second option]

- 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:

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

The Contractor:

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

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— [INCLUDE THIS SECTION ONLY IF APPLICABLE AND ADD ATTACHMENT AS DESCRIBED BELOW] 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. [ADD ONLY IF APPLICABLE] Contractor shall furnish a performance bond in the amount equal to [WRITTEN DOLLAR AMOUNT] (\$[NUMBER AMOUNT]), guaranteeing full and faithful performance of all undertakings and obligations under this Contract for the initial Contract term and all extensions thereof. The bond shall be in the manner and form prescribed by the Institution, must be issued through a company licensed to issue such a bond in the State of Tennessee.

The Contractor shall provide the bond to the Institution no later than the effective date of this Contract. Failure to provide the performance bond prior to the deadline as required shall result in contract termination.

In lieu of a performance bond, a surety deposit, in the sum of [WRITTEN DOLLAR AMOUNT] [\$NUMBER DOLLAR AMOUNT], may be substituted if approved by the Institution prior to its submittal.

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. [CHOOSE ONE]
The Contractor agrees to be responsible and accountable for the maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Contract. The Contractor shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Contract and shall submit an inventory control report with the required progress reports.

The Contractor shall notify the Institution, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Contractor shall be responsible to the Institution for the *pro rata* amount of the residual value at the time of loss based upon the Institution's original contribution to the purchase price.

Upon completion or cancellation of this Contract, all equipment purchased with funds provided under this Contract shall be returned to the Institution.

[OR]

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 Proposal 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. (Include only if applicable) 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 attests that it has 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 email to IncidentResponse@tbr.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 TBR to monitor risks. The inventory of reports should include SOC 1, SOC 2, and reports for data breaches.

- E.18. Contractor Reporting. The Contractor shall assist with the Institution's state and federal reporting requirements 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, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the Institution in form and substance as required by the 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. § 12-4-119. This provision shall not apply to contracts with a total potential 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 TBR'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.

[CONTRACTOR LEGAL ENTITY NAME: _____ Signature _____ Name and Title _____ Date	[INSTITUTION LEGAL ENTITY NAME: _____ Signature _____ Name and Title _____ Date
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CONTRACTOR RESPONSIBILITIES

Contractor Responsibilities to be added upon contract award

CONTRACT COMMISSION RATES

Note: The contract rates to be added upon contract award.
Proposers are NOT to fill in any cost information below.

PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES

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

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 RFP 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 RFP and shall accept all terms and conditions set out in the RFP 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 RFP is accurate.
3. The proposal submitted herewith in response to the RFP shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Revenue Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
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 this RFP.
6. The Proposer agrees that this proposal pricing is for the Volunteer State Community College. The Proposer:

	does
	does not

 Agree to extend the proposal pricing to the other Colleges listed in Attachment 6.9.
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. 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. For reference purposes, the list is currently available online at:

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/other/Debarred_Vendors.pdf

SIGNATURE & DATE: _____

RFP REQUIREMENTS**Statement of Procurement Purpose**

The Institution intends to secure a contract for with a food services management company (hereinafter, Proposer) for the operation of its campus dining, and catering services (hereinafter, Food Services). The Institution has issued this Request for Proposal (hereinafter, RFP) to define the Institution's minimum service requirements; solicit proposals; detail proposal requirements; and outline the Institution's process for evaluating proposals and selecting the Successful Proposer. Through this RFP, the Institution seeks to secure the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are small, minority, or women-owned an opportunity to do business with the Institution as contractors and subcontractors.

Food Services is established and maintained solely for the convenience of students, faculty, staff, alumni and guests of the Institution. The Institution requests proposals from qualified food service companies (hereinafter, Proposer) desiring to assume the management and operation of Food Services operations for its Gallatin Campus.

Proposers should have the financial base to be able to provide substantial investment/commission funding over the term of the contract and to maintain successful food services operations both in terms of customer satisfaction and financial return while consistently offering high quality, innovative dining experiences to the Institution that are compatible with the educational and cultural objectives and atmosphere at the Institution, at the most affordable prices. The term of this contract will be one (1) year with the right to extend this contract for an additional period or periods of time representing increments of no more than one year and the total contract term of no more than ten (10) years, provided that the Institution notifies the contractor in writing of its intention to do so at least thirty (30) days prior to the contract expiration date. After a successful year of operation with the Successful Proposer, the Institution will consider an extension for a period longer than one (1) year if it is in the financial interest of the Institution to do so. The Institution is committed to providing a dining service program that meets the following objectives:

- To provide maximum satisfaction to our customers through quality performance, an efficient and effective operation, and an attitude which demonstrates an appreciation of our clientele;
- To provide appetizing, appealing and nutritionally sound food selections;
- To maintain attractive facilities conducive to social interaction and adhere to excellent sanitation standards;
- To promote nutritional awareness by offering a variety of foods and styles of cuisine;
- To maintain reasonable, competitive prices;
- To maintain or create a customer input process that is constantly supported to maintain its vitality and interest;

In addition to its dining services, the Institution requires catering services. The Institution's clientele for catering include student groups, faculty and staff, President's Office, Board of Regents, local and state dignitaries, campus visitors, outside groups and others. The Successful Proposer will be expected to provide the highest quality catering services for a variety of Institution events. Services are to include event planning and coordination as well as a variety of choices at competitive pricing. Catering services must range from boxed lunches to high-end banquets. The Successful Proposer shall be experienced and professional, intent on fully meeting each client's needs while enhancing its catering program using creative ideas and fresh approaches.

Current and Historical Student and Sales Data

- 1.1 Current Student and Employee Data. The fall semester headcount enrollment, as well as the current Institution employee data is as follows:

(Fall 2022):

Description	Student	Personnel
Total Headcount	6957	723
FTE	4522	

Prior to COVID, the Institution had a very successful contracted cafeteria and catering operation and is seeking to re-establish this service for our students and staff. The Institution is in the final stages of a 3.9-million-dollar renovation of the kitchen and operating space, service space and as well a new beautiful dining area. See Attachment 6.8 as well the additional drawings and details.

1.2 Historical Student and Employee Data. The historical headcount and employee data are as follows:

Description	Term	Student	Personnel
Total Headcount	Fall 2016	4057	871
FTE	Fall 2016	2556	
Total Headcount	Fall 2017	7037	964
FTE	Fall 2017	5003	
Total Headcount	Fall 2018	7532	911
FTE	Fall 2018	5275	

1.3 Historical Sales Data. The sales data, pre-COVID, is as follows:

Sales (gross)	Café	Catering	Non-Campus	Total
July 1, 2016- June 20, 2017	\$486,557.10	\$96,250.70	\$31,972.00	\$614,779.80
July 1, 2017- June 20, 2018	\$489,188.40	\$96,989.30	\$52,719.00	\$638,896.70
July 1, 2018- June 20, 2019	\$494,043.40	\$129,925.10	\$28,697.20	\$652,665.70

REQUIREMENTS

The following are requirements to respond to this Request for Proposal 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 RFP. 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.

Interested Proposers are to provide proposals, including but not limited to, the following requirements.

A. Financial Stability Mandatory Requirements (Proposers to indicate in Attachment 6.5, Section A page reference numbers of its Proposal to these requirements)

Notice: There are no exceptions to the items requested below. If proposer fails to submit the mandatory requirements in the format requested below, the proposal shall be deemed non-responsive, and the institution shall reject it.

A.1 Provide the Technical Transmittal and Statement of Certifications and Assurances (Attachment 6.3) completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract.

Each Proposer must sign the Technical Transmittal and Statement of Certifications and Assurances without exception or qualification.

A.2 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) and, if so, the nature of that conflict.

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

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

A.4 Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, on reference's letterhead, signed, and dated within the past three (3) months.

A.5 Provide **EITHER**:

- a) an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.); **OR**
- b) a Dun & Bradstreet Credit eValuator Plus Report dated within the last three (3) months and indicating a positive credit rating for the Proposer.

A.6 Minority/Ethnicity Form (Attachment 6.1).

A.7 Provide a copy of a valid, current certificate of insurance indicating general liability insurance. Prior to contract award, successful Proposer will be required to submit a valid, current certificate of insurance with the limit requirements provided in Section 4.8 above.

B. Qualifications and Experience Requirements (Proposers to indicate in Attachment 6.5, Section B page reference numbers of its Proposal to these requirements)

B.1. Describe the Proposer's form of business (*i.e.*, 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 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 have been convicted of, pled guilty to, or pled *nolo contendere* 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 RFP.

B.5. Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.

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 RFP.

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). This shall include a company organization chart establishing the relationship between its college food services and Proposer's corporate management.
- B.10.** Provide an organization chart showing the proposed staffing to fulfil the services under this RFP, including. This should include a narrative description of the proposed project team and its organizational structure, list its members, and include resumes that detail qualifications and previous work assignments (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:
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. The area of the state that each subcontractor will cover must be included.
- B.12.** Provide customer references for similar projects, with an emphasis on higher education entities, representing three of the larger accounts serviced by the Proposer. The standard reference questionnaire, which must be used and completed, is provided at RFP Attachment 6.7. References that are not completed as required may be deemed non-responsive and may not be considered.

The Proposer will be solely responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below.

Client References may be submitted electronically or physically.

Electronic Submission:

- (a) Electronic submission of Client References will be accepted via email to: purchasing@volstate.edu.
- (b) Client References must be received directly from the client providing the reference or submitted by Proposer with original signature from the client providing the reference.

Physical Submission:

- (a) Add the Proposer Identification Number to the standard reference questionnaire at RFP Attachment 6.7. and make a copy for each reference. For identification purposes to proposer's references, it is acceptable to provide Proposer name and brief explanation why a Proposer Identification Number is being used on a separate sheet of paper.
- (b) Send a reference questionnaire and new, standard #10 envelope to each reference.
- (c) Instruct the reference to:
 - (i) complete the reference questionnaire;
 - (ii) sign and date the completed reference questionnaire;
 - (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;
 - (iv) sign his or her name in ink across the sealed portion of the envelope; and
 - (v) return the sealed envelope directly to the Proposer (the Proposer may wish to give each reference a deadline, such that the Proposer will be able to collect all required references in time to include them within the sealed Technical Response).
- (d) Do NOT open the sealed references upon receipt.
- (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.

NOTES:

- The Institution will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required.
- The Institution will not review more than the number of required references indicated above.
- While the Institution will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the Institution reserves the right to confirm and clarify information detailed in the completed reference questionnaires and may consider clarification responses in the evaluation of references.
- The Institution reserves the right to check other sources of references.

The Institution is under no obligation to clarify any reference information.

C. Technical Requirements

C.1 General Requirements (Proposers to indicate in Attachment 6.5, Section C page reference numbers of its Proposal that expand on each of the below requirements, and/or validate its ability to provide the requirements stated)

- C.1.1 Operating Hours. The Proposer must operate a food service and catering operation with the minimum hours of year-round operation of 7:30am to 6:00pm CT, Monday through Friday. Note: The Institution may adjust the operating schedule as needed.
- C.1.2 Menu. The Proposer shall provide, in its Technical Response, a listing of proposed items to be sold. The menu may have some flexibility to be changed to meet seasonal food availability and public preference. Prices cannot exceed the typical price of items offered by other in the competitive market. Menu must also include nutritional values.

The Proposer may request in writing by July 1st of each year any proposed changes in prices to be effective the following academic year, including the fall and spring semesters and ensuing summer sessions. Such changes must be approved by the Institution and all requests must be supported by such documentation as shall be deemed appropriate. Changes in local food and supply costs together with federal wage and hour regulations will be determining factors in considering approval of requested price changes.

Proposer to describe type of menu pattern and specifications to be utilized in cafeteria operations, such as:

- Fixed or cyclical menu
- If a cyclical menu is used, the length of the cycle to be used; Submit a minimum four (4) week menu cycle plan for meal plan participants.
- Samples of proposed menus to be provided in Proposer's Technical Response, inclusive of vegetarian offerings.

The Proposer is responsible in listing the menus nutrition facts and offer healthy menu options.

C.1.3 Catering. The Proposer shall provide catering services to the Institution as follows:

- a. The Proposer shall be prepared to host major catered events on and off campus, which may include but not be limited to the following: Picnics, alumni dinners/events, faculty luncheons/dinners, employee appreciation luncheon, graduations, high school tour groups, career fairs, end-of-semester/year-type events, etc.
- b. The Proposer will provide all necessary management, employees, equipment, food and services needed to ensure a successful catered event. The Proposer will exercise the utmost care in establishing and maintaining a creative, hospitable and quality-oriented catering operation. This

includes, but is not limited to, room ambiance, adequate numbers of personnel, quality of services, quality of food, service and upkeep of equipment used, appropriateness of dress by management and employees and the “total” hospitality shown to any and all guests at catering functions.

- c. Describe in detail the Proposer’s capabilities to provide catering services. (Include at a minimum sample menus, a catering guide, portions to be served, and prices applicable to various levels of events.). Prices are to include all costs associated with a given meal. Propose three levels of menu prices to reflect the differences in services ranging from: (a) table linen with decorations, (b) paper and disposables, to (c) pick-up/carry-out. Prices shall also include but not be limited to:
- 1) Pastries and sweets per dozen to include napkins, paper plates and plastic utensils;
 - 2) Full-service desserts by the serving;
 - 3) Coffee, juices, punch and tea by the gallon and carafe. Price should include cream, sugar, low-cal sweetener, stir sticks and paper disposable cups.
 - 4) China service, if applicable, should be specified as an additional charge.
 - 5) Individual bottled/canned beverages; Hors d’oeuvres per dozen / per serving;
 - 6) Fresh vegetables by the pound, dip priced separately by the pint;
 - 7) Boxed lunches with sandwich, salad, fresh fruit, cookie or other dessert, and beverage;
 - 8) Continental breakfast (coffee, fresh fruit or juice and sweet roll);
 - 9) Full service hot breakfast, lunch and dinner menus with all costs included in the per meal price.
- d. Proposers to describe its ability to meet specific catering needs for special events that require specialized services, such as a pastry chef or other personnel which may be required to provide a distinctive level of services. Please give specific information regarding the Proposer’s resources and how such requests would be handled.
- e. Proposer to provide with it response a proposed catering guide with sample menus, portions to be serviced, and prices applicable to various levels of events.

C.1.4 Non-Institution Catering. The Institution recognizes that they are down times on the campus that may affect the business operation of the Proposer. The Institution is open to the Proposer providing non-Institution catering for off-site events during non-Institution hours, when it does not conflict with any Institution or Institution approved events where the Proposer will be the caterer. The following additional conditions apply:

- Only Proposer’s employees are allowed on the Institution’s site, including the Café and Kitchen areas at all times.
- This can in no way affect the Proposer’s ability to service the Institution. (i.e., shortages of food, supplies, etc.)
- In the event of a conflict between a non-Institution catering request and an Institution catering request, the Institution takes precedence.
- This arrangement is strictly between the Proposer and the outside entity, with no affiliation or mention of the Institution.

The Institution’s expectation is that this is a small portion of the overall Contract between the Proposer and the Institution, approximately 5-10% of the overall operation, with the Institution receiving a percentage of the gross sales. See Section D regarding sales percentages.

During the contract monitoring process, this will be reviewed and must be a mutually agreed upon arrangement between the Proposer and the Institution at all times.

Should this impede the Proposer’s ability to service the Institution properly, the Institution reserves the right to disallow the Proposer from transacting non-Institution catering on its premises.

- C.1.5 Food Service Industry Trends/Changes. Proposer to describe how it stays abreast of current food services industry trends and react to market changes with innovative ideas and concepts to maintain sustained growth for Food Services.
- C.1.6 Customer Satisfaction/Customer Complaints. Proposer to describe its plans for allowing customer feedback with regard to services provided and its follow-up plan regarding customer complaints.
- C.1.7 Proposer Responsibilities. The Successful Proposer shall be responsible for the following:
- a. The Proposer shall obtain in its name all permits and licenses for its operation of the business and provision of services provided to the Institution.
 - b. The Proposer is an independent contractor and not an agent, employee, or partner of the Institution. The Institution's name cannot be used in the establishment of vendor accounts. Invoices and statements must bear the Proposer's name; not the Institution's name.
 - c. Proposer's food, supplies and equipment shall meet requirements of the US Department of Agriculture (USDA), Food and Drug Administration (FDA), and Grade A Standard. In the absence of grade labeling, the Proposer shall provide the Institution, upon request, with package labeling codes or industry accepted grade equivalent standard to verify the minimum grades specified are being provided. In addition, the Proposer must be prepared to assure the Institution that all of its food and supply vendors meet, if not exceed, all regulatory body laws and standards. No products shall contain fillers, substitutes, or extenders, such as soybean in meat products or textured vegetable protein in other food items unless approved by the Institution and so stated on the menu.

The Proposer will provide products for resale, which are brand name, or of equal quality as those widely accepted. The Institution requires that the Proposer offer daily foods, which are prepared in awareness of today's health concerns. All products sold or kept for sale shall conform in all respects to federal, state, and municipal food and other applicable laws, ordinances, and regulations. No imitation, adulteration or mis-branded articles shall be sold or kept for sale, and all merchandise kept on hand shall be stored and handled with due regard to sanitation.
 - d. The Proposer shall insure that the utmost importance is placed on cleanliness, sanitation, and safety standards. National Sanitation Foundation (NSF) standards and city, county and state safety and health laws, ordinances, rules and regulations for Dining Services establishments must be maintained. The Institution reserves the right to inspect Dining Services area(s) at any time with or without notice. Proposer is responsible for obtaining and maintaining all required Department of Health site inspections. Unsatisfactory inspection ratings from the Department of Health will be considered justification for cessation of operation and/or contract termination.
 - e. All food items should be handled and stored under proper conditions as regulated by the State's Department of Health.
 - f. The Proposer is responsible in listing the menus nutrition facts and offer healthy menu options.
 - g. The Proposer shall have a quality assurance program including regular monitoring, assessment and addressing the State's Department of Health standards, food quality, and customer complaints.
 - h. The Proposer shall provide proper signage and visible pricing on all food items.
 - i. The Proposer must accept all major credit and debit cards and maintain PCI compliance.
 - j. The Proposer is responsible for the repair and maintenance of all Proposer's owned property. The Proposer shall inform the Institution of the need for repairs to the Institution's equipment that become apparent during the course of the agreement. Payment for repair and maintenance of

Institution property and equipment due to negligence on the part of the Proposer is the responsibility of the Proposer. All repairs, alterations, and additions to the area shall be of quality workmanship equal to the material and workmanship of the original construction and installation. Any new equipment must be pre-approved by the Institution prior to installation by the Proposer.

- k. The Proposer is responsible for securing the kitchen area and the equipment therein, including the cash registers, at the end of the day's operation.
- l. The Proposer is responsible for all operational expenses which include but are not limited to: labor, laundry, kitchen supplies; all plates, cups and utensils of the disposable type (where possible all biodegradable items should be used to comply with recommendations on environmental control); pots, pans, dishes, metal flatware, china, operational supplies, food purchases, and office supply expenses.
- m. The Proposer shall maintain adequate inventory of equipment and operational supplies to avoid shortages/outages.
- n. The Proposer will clean and bus the dining area during operating hours; and provide custodial services for the kitchen and serving areas.
- o. The Proposer is responsible for maintaining and keeping the food service areas sanitary, clean and free of trash and debris.
- p. The Proposer is responsible for the containment and removal of used grease.
- q. If the dishwasher should become temporarily inoperative and paper service is required, the Proposer shall be responsible for maintaining inventory adequate to meet the emergency and shall bear all costs.
- r. The Proposer will be responsible for re-setting the dining area after any catering events catered by the Proposer.
- s. The Proposer is responsible for trash removal from the kitchen and dining areas to the outside dumpster. Proposer shall take special care in the area surrounding the dumpsters to maintain cleanliness to prevent odors.
- t. The Proposer is responsible for providing sufficient, qualified, management and professional employees supported by supervisory personnel and support service staff at all times with parameters including, but not limited to:
 - 1) It is understood that the Proposer and its employees are independent private Contractors and are not employees of the Institution for the purpose of fulfilling service under this Contract. The Proposer shall be financially responsible for complying with all applicable federal, state, and local laws and regulations regarding the employment, compensation, and payment of personnel. This includes, without limitation, unemployment insurance, worker's compensation, and other taxes, health examinations, permits, and licenses. The Proposer shall act as an independent contractor, and not an agent of the Institution, in all aspects of any management and operational duties and responsibilities in its delivery of the Institution's food services.
 - 2) The Proposer shall obtain and maintain satisfactory background checks on all employees that will be providing services to the Institution at all times. If at any time, an employee's background check status changes from satisfactory to unsatisfactory, it is the Proposer's responsibility to remove those employees from the Institution and provide replacements.
 - 3) The Proposer shall be responsible for the employment of an adequate and experienced staff of managerial, sales, and food preparation personnel acceptable to the Institution, and shall maintain this staff sufficiently to meet the needs of the Institution on a daily basis. Supervising personnel shall be present during all hours of operation.

- 4) On-site supervisory personnel - Proposer must furnish competent, skilled and management type person(s) to supervise and assure quality and performance of the work within the terms and conditions of the contract. The Institution reserves the right to interview and approve the food service manager located on campus.
 - 5) The Institution retains the right to have removed from the campus an employee of the Proposer when the employee's actions are such as to embarrass the Institution or are such as to indicate that his/her moral character or personal integrity is not acceptable. Removal will be accomplished through the Proposer's management staff.
 - 6) The Proposer agrees to comply with all federal and state employment provisions during the employment of staff for the performance of work under this contract.
 - 7) The Proposer's employees shall at all times be polite and courteous in their dealings with the general public.
 - 8) The Proposer's staff must be trained by the Proposer but shall also be required to complete all trainings required of the Institution's staff (i.e., emergency preparedness training, etc.).
 - 9) The Proposer must provide its employees with proper uniforms.
 - 10) The Proposer shall require and enforce its employees to park in designated Institution staff parking areas. Any employee not parking in designated parking areas will be subject to a parking ticket.
 - 11) It shall be the duty of the Proposer to establish wages, employ, terminate, establish leave policies, and attend to all other functions necessary to obtain and maintain adequately trained employees and promote labor/management relations. All food service personnel shall be informed by the Proposer that they are not employees of the Institution, but that they are expected to conform to the Institution's policies and regulations while on campus.
 - 12) The Proposer shall actively ensure that all persons performing services at the Institution or Institution events under the terms of this contract shall be dressed in neat, clean uniforms, in good repair and properly fitted. The style of uniform shall generally be of the type worn by cafeteria personnel and without undue ornamentation.
 - 13) Student Employees - Work Study Students: The Institution agrees to provide available work-study students, if requested by the Proposer. In turn, the Proposer will reimburse the Institution, monthly, for work study student's services at the twenty-five percent (25%) matching contribution rate required by the federally sponsored programs. Rate shall not be less than the Federal Minimum Wage, with a maximum limit of twenty (20) hours per week, per student. Billing will be through the Institution's Business Office.
- u. The Proposer is responsible for long-distance telephone expenses.
- v. The Proposer shall cooperate with the Institution in matters involving key control and key inventory.
- w. Security. The Proposer shall collaborate with appropriate Institution officials concerning questions of student discipline, enforcing regulations and internal security and theft control in Dining Services. The Proposer shall not, except in physically dangerous or other emergency situations, summon public emergency services except through Institution Police. The Proposer shall not seek to have anyone suspected of theft arrested by public authorities or prosecuted without prior consultation with the appropriate Institution officials.

The Proposer must report immediately to Institution Police any break-ins or unauthorized entry into the Dining Services areas and all property losses associated therewith. Also, the Proposer must immediately report to Institution Police all accidents requiring treatment involving its staff or customers and all disputes or behavioral incidents involving staff, students or patrons that occur in Dining Services.

- x. The Proposer shall conduct customer satisfaction surveys during fall/spring semesters and provide results to the Vice President of Business and Finance.
- y. The Proposer will be responsible for collecting and remitting all required taxes as a result of its business operation.
- z. The Proposer shall maintain documentation for all revenue generated as a result of the agreement with the Institution. The related financial records and documents shall be maintained for a period of three (3) years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon notice, by the Institution or the State of Tennessee's Comptroller of the Treasury.

C.1.8 Institution's Responsibilities and Rights. The Institution shall be responsible and have the rights for/to the following:

- a. The Institution will provide available space for food service facilities and include equipment, fixtures, and furniture. A physical inventory will be conducted prior to the effective contract date and at the end of the contract. A unisex restroom, locker room area, and an office are also provided with the space.
- b. Utilities will be provided by the Institution. The Institution cannot guarantee that utilities will be uninterrupted, but it shall be diligent in restoring service following an interruption. The Institution shall not be liable for any loss that may result from the interruption in utility service. The Proposer must comply with any applicable energy conservation practices.
- c. The Institution has a service and delivery elevator, as well as a loading dock, that the Proposer may use for the kitchen.
- d. The Institution will provide two (2) outside dumpsters and outside dumpster waste management removal service through its waste removal contract.
- e. The Institution will provide standard janitorial services for the dining areas: walls, ceilings, and light fixtures. Chemical cleaning, waxing, buffing and maintenance of floors in the dining areas will be performed by the Institution's staff at least once per year.
- f. The Institution shall provide building repairs and pest control services.
- g. Necessary repairs of Institution owned equipment, fixtures, and furnishings due to normal wear and tear are the responsibility of the Institution. The Proposer is to notify the Institution in a timely fashion of any damage or maintenance to the Institution's owned equipment.
- h. The Institution will retain sufficient keys to the cafeteria/kitchen area for physical emergencies and janitorial services.
- i. The Institution reserves the right to use the dining and kitchen areas and Institution's equipment at mutually agreed upon times, for meetings, assemblies, and other functions, provided, that after each use, the area will be cleaned and rearranged without expense to the Proposer. Said times shall be communicated to the Proposer by an authorized Institution representative.
- j. The Institution reserves the right to enter the serving and kitchen areas for the purpose of examining the state of repair and condition of the equipment and areas, inspecting the manner of operation, and determining whether the terms, covenants and conditions contained in the contract are being fully and faithfully observed and performed.

- k. The Institution reserves the right of inspection of said food service operation performed by the Proposer with respect to the quality and quantity of food service; the method of service; opening and closing hours; the safety, sanitation, and the maintenance of said facilities.
- l. Because facilities to be provided hereunder are for the benefit and convenience of the Institution staff, faculty, and students, patronage from other sources (utilizing this facility) may be regulated by the Institution, if required.
- m. The Institution shall deem the Proposer the preferred food service operations and catering provider except as follows:
 - 1) The Institution's bookstore provider is permitted to sell a limited selection of candy and other "impulse" food items, examples include chewing gum, breath mints, cough drops, bar, roll or bagged candy, and other similar type items.
 - 2) Concession stand operations in the gym or at other athletic functions.
 - 3) Approved student organization or staff fund raising efforts.
 - 4) Donated food and/or beverage items, from commercial food service businesses, approved by the Institution's president or designee.
 - 5) The Institution has the right to allow another source to cater a function on campus.
 - 6) TBE will handle all campus vending. This is covered under the Randolph-Sheppard Act, T.C.A Code 71-4-502.

All other exceptions must be agreed upon in writing by both the Institution and the Proposer.

C.1.9 **Minimum Reporting/Contract Monitoring Requirements**

- a. Proposer will be responsible for submitting a monthly sales reports, in Excel, or other designated data as support of any monetary amount due the Institution within thirty (30) days of the end of the month. With the exception for the month of June, its report must be received within fifteen (15) days of the end of the month, no later than July 15th. All receipts due must be paid to the Institution within forty-five (45) days of the end of the period.
- b. A food service Advisory Committee (consisting of the food service manager, the Institution and student representation) will meet periodically to review all aspects of the food service operation, including but not limited to, improvement of services and/or resolution of problems. It is anticipated that faculty and student food preferences will be recognized and responded to insofar as it is practical.
- c. The Institution has the right to inspect the serving area and kitchen area without notice with respect to the quality of food, the method of service, cleanliness, appearance and. behavior of the food service employees, and with respect to safety, sanitation, and the maintenance of said premises.
- d. The Institution reserves the right to confer on personnel matters and to make recommendations as needed. The Institution shall have the right to cancel and terminate the agreement immediately and without advance notice in the event of a failure to maintain and keep in force comprehensive liability and Workmen's Compensation Insurance.

C.2. **Diversity Expenditures**

- C.2.1 Diversity Commitment. Provide documentation of the Proposer's commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail all of the following:
 - (a) a description of the Proposer's existing programs and procedures designed to encourage and

foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises;

(b) a listing of the Proposer's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises, including the following information:

(i) contract description and total value

(ii) contractor name and ownership characteristics (i.e., ethnicity, sex, disability)

(iii) contractor contact and telephone number;

(c) an estimate of the level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information:

(i) participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics — PERCENTAGES ONLY — DO NOT INCLUDE DOLLAR AMOUNTS)

(ii) descriptions of anticipated contracts

(iii) names and ownership characteristics (i.e., ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated; and

(d) the percent of the Proposer's total current employees by ethnicity, sex, and handicap or disability.

Proposers that demonstrate a commitment to diversity will advance the Institution's efforts to expand opportunity to do business with the Institution as contractors and sub-contractors.

C.2.2 Reporting

The Institution is required to report to the Governor's Office of Diversity Business Enterprise (GODBE) annual expenditures for businesses with the following classifications (see Attachment 6.1 for definitions of these classifications):

- Small
- Women
- Service-Disabled Veterans
- Minority:
 - a. African American
 - b. Hispanic American
 - c. Asian American
 - d. Native American
 - e. Other Minorities

The Proposer may be required, on a quarterly basis, to provide subcontractor spend information, to each Institution, for the categories listed above to the Institutions listed in Attachment 6.9. For reporting purposes, contractors are permitted to only be classified in one of the above categories.

C.3. Additional Goods and/or Services

Notice: No cost or pricing (including required or optional pricing) information shall be included in the Technical Proposal. Inclusion of cost or pricing information including notations that items are "free of charge" or are "at no additional cost" in the Technical Proposal may make the proposal non-responsive, and the Institution may reject it.

Proposer shall describe any related goods and/or services available from the proposer in addition to those required in this RFP. The additional related goods and/or services may be added to the contract before contract signing at the sole discretion of the Institution. Proposer must fully describe the related goods and/or services in its Technical Proposal Response. **Revenue associated with additional**

related goods and/or services must be provided in the Revenue Proposal only and provided on a separate attachment from the base Revenue Proposal items requested. Additional Goods and/or Services shall not be included in the evaluation. If Proposer is not quoting any additional goods and/or services, it must state this in its Technical Response.

D. Revenue Proposal and Requirements

D.1 Proposer Revenue Proposal

D.1.1 Proposer shall provide its annual guarantee and percentage commission of gross sales for each of the following categories:

- a) Café
- b) Catering

For Non-Institution Catering, the Proposer shall compensate the Institution as follows:

Percentage of Total Gross Sales	Commission Paid to Institution
0 – 5%	5%
5.01 – 7.5%	8%
7.51 – 10%	10%
>10.01%	15%

D.1.2 Proposer will provide the Institution the greater of the guaranteed or percentage commission of sales each year. Gross Sales means all revenues from sales of the Proposer including sales of any assignee, subcontractor, concessionaire, or licensee of the Proposer. Gross Sales shall include all discounted sales to Institution’s department and employees and non-institution catering initiated by the Proposer. Gross Sales shall not include sales taxes paid by the Proposer and sales of merchandise for which cash has been refunded provided that such sales have been previously included in gross sales.

D.1.3 Revenue Proposal Components. Proposer shall provide flat commission for all categories listed on Attachment 6.6. for the annual periods up to ten (10) years, including incentives for higher commission rates for longer periods than annual terms.

D.1.4 Proposer shall detail any financial offerings to improve offerings provided by the Institution.

D.1.5 Any additional products or services related to this RFP, in accordance with Section C.3 above, must be provided on a separate document with the Revenue Proposal.

D.2 Price Escalation

Requests for price increases for services proposed in response to this RFP may be requested by the Successful Proposer at the annual renewal period. It will be solely the Institution’s right to choose either to accept the price increase or cancel the item from the Contract. The Institution requires sixty (60) day notice prior to the anniversary renewal date of the Contract for any requested price increases and any price increase notice must be accompanied with record/proof of manufacturing price increase. In no event shall the proposed price increase exceed the annual Consumer Price Index (CPI). Should the Institution feel that the price increase request makes this Contract no longer cost effective for the Institution, the Institution shall cancel the Contract and conduct another competitive process. In no event shall price increase be uploaded unless the above-mentioned prior notice has been given and approved by the Institution.

D.3. Financial Requirements

- D.3.1 Within thirty (30) calendar days following the last day of each monthly accounting period, the Proposer shall submit to the Institution a detailed operating statement indicating Gross Sales (as defined in Section D.1.1) for that month along with a check for one-twelfth (1/12) of the minimum annual guaranteed commission amount. The sales shall be reported in categories stated in Section D.1.1.
- D.3.2 Within sixty (60) calendar days after the end of each Contract year, the Proposer shall furnish the Institution with a statement to be certified as correct by the Proposer which shall set forth the Proposer's Gross Sales, and shall pay to the Institution, simultaneous with the submission of said statement, any remaining amount of percentage commission which is payable to the Institution as computed on the cumulative Proposer's Gross Sales.
- D.3.3 Upon termination or expiration of the resulting Contract from this solicitation, the commissions shall be paid to the Institution, within sixty (60) calendar days, on sales up to the final day Food and Catering Services are provided under the resulting Contract. The minimum annual guaranteed amount or commission percentage due the Institution for any portion of a Contract year shall be calculated on a prorated basis.
- D.3.4 Any other amounts owed the Institution by the Proposer shall be paid within thirty (30) calendar days of Institution billing.
- D.3.5 If the Proposer is consistently late with payments due the Institution, the Institution may charge the Proposer interest on all outstanding receivables beyond thirty (30) calendar days of Institution billing or due date at the greater of (a) one and one-half percent (1.5%) per month or (b) the highest interest amount allowed by applicable state law. All such amounts shall be calculated monthly and shall be due and owing in the same manner and at the same times as other payments.
- D.3.6 If at any time during the term of the resulting Contract, petition of bankruptcy is to be filed by/or against the Proposer, or if it shall be an adjudicated bankruptcy or an assignment for the benefit of creditors, then the Contract shall cease and the Institution shall have the right to, by force or otherwise, re-enter the premises and repossess without any liability for damages.
- D.3.7 The collection of payments, either directly at the time of sale or through charges or invoices, from the sale of all Food and Catering Services merchandise and services to individual Institution students, faculty, and staff for their personal use, and to any other non-Institution customers shall be the sole responsibility of the Proposer.
- D.3.8 The Institution reserves the right to audit any aspect of the Food and Catering Services Contract. If the statement of Gross Sales previously made by the Proposer to the Institution shall be found to be less than 98 percent of the amount of the Proposer's Gross Sales shown by such audit and if a commission is found to be due, the Proposer shall pay for (1) the cost of such audit, (2) the additional commission therein shown to be payable by the Proposer to the Institution, (3) a penalty of ten percent (10%) on understated commissions due, and (4) a one and one-half percent (1.5%) interest penalty per month on all understated commissions due; otherwise, the cost of such audit shall be paid by the Institution.
- D.3.9 In the event that any statement of Gross Sales as used herein by the Proposer is found to be less than 98 percent of the amount of the Proposer's Gross Sales as shown by such audit the Institution may, at its option, conduct an audit for the next consecutive commission period at the sole expense of the Proposer.

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 Solicitation 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 Solicitation Coordinator will review each Proposal for compliance with <u>all</u> RFP requirements.</p>			
PROPOSER LEGAL ENTITY NAME:			
AUTHORIZED PROPOSER SIGNATURE & DATE:			
<ul style="list-style-type: none"> The Proposal must be delivered to the Institution no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events. The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>). The Technical Proposal must NOT contain cost or pricing information of any type. 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.	Provide the Proposal Transmittal and Statement of Certifications and Assurances (RFP Attachment 6.3.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	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 (<i>e.g.</i> , employment by the State of Tennessee or Institution) and, if so, the nature of that conflict. NOTE: Determination of conflict of interest shall be solely within the discretion of the Institution, and the Institution reserves the right to cancel any award.	

	A.3.	Provide a current bank reference indicating that the Proposer's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, on bank letterhead, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, on reference's letterhead, signed, and dated within the past three (3) months.	
	A.5.	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 short-form report, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer.	
	A.6.	Provide an Ownership Ethnicity Form (Attachment 6.1).	
	A.7.	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.	

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 RFP.	
	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 RFP.	
	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 resumes. (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. The area of the state that each subcontractor will cover must be included.	
	B.12	Provide customer references for similar projects, with an emphasis on higher education entities, representing three of the larger accounts serviced by the Proposer. The standard reference questionnaire, which <u>must</u> be used and completed, is provided at RFP Attachment 6.7. References that are not completed as required may be deemed non-responsive and may not be considered. The Proposer will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below.	

Client References may be submitted electronically or physically.

Electronic Submission:

- (a) Electronic submission of Client References will be accepted via email to: purchasing@volstate.edu.
- (b) Client References must be received directly from the client providing the reference or submitted by Proposer with original signature from the client providing the reference.

Physical Submission:

- (a) Add the Proposer Identification Number to the standard reference questionnaire at RFP Attachment 6.7. and make a copy for each reference. For identification purposes to proposer's references, it is acceptable to provide Proposer name and brief explanation why a Proposer Identification Number is being used on a separate sheet of paper.
- (b) Send a reference questionnaire and new, standard #10 envelope to each reference.
- (c) Instruct the reference to:
 - (i) complete the reference questionnaire;
 - (ii) sign and date the completed reference questionnaire;
 - (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;
 - (iv) sign his or her name in ink across the sealed portion of the envelope; and
 - (v) return the sealed envelope directly to the Proposer (the Proposer may wish to give each reference a deadline, such that the Proposer will be able to collect all required references in time to include them within the sealed Technical Response).
- (d) Do NOT open the sealed references upon receipt.
- (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.

NOTES:

- The Institution will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required.
- The Institution will not review more than the number of required references indicated above.
- While the Institution will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the Institution reserves the right to confirm and clarify information detailed in the completed reference questionnaires and may consider clarification responses in the evaluation of references.
- The Institution reserves the right to check other sources of references.

The Institution is under no obligation to clarify any reference information.

(Maximum Section B Score = 200)

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C

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
<p>Technical Scored Requirements (In the previous Mandatory pass/fail section (Section C.1) Proposers were asked to validate in its response its understanding of the mandatory requirements. In section C.2 Proposers are asked for descriptions of their goods /goods and/or services and will be scored based on those descriptions. Proposers to indicate in Attachment 6.5, Section C(2) page reference numbers of its Proposal to these requirements).</p>		
	<p>C.1 General Requirements (Proposers to indicate in Attachment 6.5, Section C page reference numbers of its Proposal that expand on each of the below requirements, and/or validate its ability to provide the requirements stated)</p>	
	<p>C.1.1 <u>Operating Hours</u>. The Proposer must operate a food service and catering operation with the minimum hours of year-round operation of 7:30am to 6:00pm CT, Monday through Friday. Note: The Institution may adjust the operating schedule as needed.</p>	
	<p>C.1.2 <u>Menu</u>. The Proposer shall provide, in its Technical Response, a listing of proposed items to be sold. The menu may have some flexibility to be changed to meet seasonal food availability and public preference. Prices cannot exceed the typical price of items offered by other in the competitive market. Menu must also include nutritional values.</p>	
	<p>C.1.3 <u>Catering</u>. The Proposer shall provide catering services to the Institution as follows:</p> <ul style="list-style-type: none"> a. The Proposer shall be prepared to host major catered events on and off campus, which may include but not be limited to the following: Picnics, alumni dinners/events, faculty luncheons/dinners, employee appreciation luncheon, graduations, high school tour groups, career fairs, end-of-semester/year-type events, etc. b. The Proposer will provide all necessary management, employees, equipment, food, and services needed to ensure a successful catered event. The Proposer will exercise the utmost care in establishing and maintaining a creative, hospitable, and quality-oriented catering operation. This includes, but is not limited to, room ambiance, adequate numbers of personnel, quality of services, quality of food, service and upkeep of equipment used, appropriateness of dress by management and employees and the “total” hospitality shown to any and all guests at catering functions. c. Describe in detail the Proposer's capabilities to provide catering services. (Include at a minimum sample menus, a catering guide, portions to be served, and prices applicable to various levels of 	

	<p>events.). Prices are to include all costs associated with a given meal. Propose three levels of menu prices to reflect the differences in services ranging from: (a) table linen with decorations, (b) paper and disposables, to (c) pick-up/carry-out.</p> <p>Prices shall also include but not be limited to:</p> <ol style="list-style-type: none"> 10) Pastries and sweets per dozen to include napkins, paper plates and plastic utensils; 11) Full-service desserts by the serving; 12) Coffee, juices, punch and tea by the gallon and carafe. Price should include cream, sugar, low-cal sweetener, stir sticks and paper disposable cups. 13) China service, if applicable, should be specified as an additional charge. 14) Individual bottled/canned beverages; Hors d-oeuvres per dozen / per serving; 15) Fresh vegetables by the pound, dip priced separately by the pint; 16) Boxed lunches with sandwich, salad, fresh fruit, cookie or other dessert, and beverage; 17) Continental breakfast (coffee, fresh fruit or juice and sweet roll). 18) Full service hot breakfast, lunch and dinner menus with all costs included in the per meal price. <p>d. Proposers to describe its ability to meet specific catering needs for special events that require specialized services, such as a pastry chef or other personnel which may be required to provide a distinctive level of services. Please give specific information regarding the Proposer's resources and how such requests would be handled.</p> <p>e. Proposer to provide with it response a proposed catering guide with sample menus, portions to be serviced, and prices applicable to various levels of events.</p>	
	<p>C.1.4 <u>Non-Institution Catering</u>. The Institution recognizes that they are down times on the campus that may affect the business operation of the Proposer. The Institution is open to the Proposer providing non-Institution catering for off-site events during non-Institution hours, when it does not conflict with any Institution or Institution approved events where the Proposer will be the caterer. The following additional conditions apply:</p> <ul style="list-style-type: none"> • Only Proposer's employees are allowed on the Institution's site, including the Café and Kitchen areas at all times. • This can in no way affect the Proposer's ability to service the Institution. (i.e., shortages of food, supplies, etc.) • In the event of a conflict between a non-Institution catering request and an Institution catering request, the Institution takes precedence. • This arrangement is strictly between the Proposer and the outside entity, with no affiliation or mention of the Institution. <p>The Institution's expectation is that this is a small portion of the overall Contract between the Proposer and the Institution, approximately 5-10% of the overall operation, with the Institution receiving a percentage of the gross sales. See Section D regarding sales percentages.</p>	

	<p>During the contract monitoring process, this will be reviewed and must be a mutually agreed upon arrangement between the Proposer and the Institution at all times.</p> <p>Should this impede the Proposer's ability to service the Institution properly, the Institution reserves the right to disallow the Proposer from transacting non-Institution catering on its premises.</p>	
	<p>C.1.5 <u>Food Service Industry Trends/Changes.</u> Proposer to describe how it stays abreast of current food services industry trends and react to market changes with innovative ideas and concepts to maintain sustained growth for Food Services.</p>	
	<p>C.1.6 <u>Customer Satisfaction/Customer Complaints.</u> Proposer to describe its plans for allowing customer feedback with regard to services provided and its follow-up plan regarding customer complaints.</p>	
	<p>C.1.7 <u>Proposer Responsibilities.</u> The Successful Proposer shall be responsible for the following:</p> <ul style="list-style-type: none"> a. The Proposer shall obtain in its name all permits and licenses for its operation of the business and provision of services provided to the Institution. b. The Proposer is an independent contractor and not an agent, employee, or partner of the Institution. The Institution's name cannot be used in the establishment of vendor accounts. Invoices and statements must bear the Proposer's name, not the Institution's name. c. Proposer's food, supplies and equipment shall meet requirements of the US Department of Agriculture (USDA), Food and Drug Administration (FDA), and Grade A Standard. In the absence of grade labeling, the Proposer shall provide the Institution, upon request, with package labeling codes or industry accepted grade equivalent standard to verify the minimum grades specified are being provided. In addition, the Proposer must be prepared to assure the Institution that all of its food and supply vendors meet, if not exceed, all regulatory body laws and standards. No products shall contain fillers, substitutes, or extenders, such as soybean in meat products or textured vegetable protein in other food items unless approved by the Institution and so stated on the menu. <p>The Proposer will provide products for resale, which are brand name, or of equal quality as those widely accepted. The Institution requires that the Proposer offer daily foods, which are prepared in awareness of today's health concerns. All products sold or kept for sale shall conform in all respects to federal, state, and municipal food and other applicable laws, ordinances, and regulations. No imitation, adulteration or mis-branded articles shall be sold or kept for sale, and all merchandise kept on hand shall be stored and handled with due regard to sanitation.</p> <ul style="list-style-type: none"> d. The Proposer shall insure that the utmost importance is placed on cleanliness, sanitation, and safety standards. National Sanitation Foundation (NSF) standards and city, county and state safety and health laws, ordinances, rules and regulations for Dining Services 	

	<p>establishments must be maintained. The Institution reserves the right to inspect Dining Services area(s) at any time with or without notice. Proposer is responsible for obtaining and maintaining all required Department of Health site inspections. Unsatisfactory inspection ratings from the Department of Health will be considered justification for cessation of operation and/or contract termination.</p> <ul style="list-style-type: none"> e. All food items should be handled and stored under proper conditions as regulated by the State's Department of Health. f. The Proposer is responsible in listing the menus nutrition facts and offer healthy menu options. g. The Proposer shall have a quality assurance program including regular monitoring, assessment and addressing the State's Department of Health standards, food quality, and customer complaints. h. The Proposer shall provide proper signage and visible pricing on all food items. i. The Proposer must accept all major credit and debit cards and maintain PCI compliance. j. The Proposer is responsible for the repair and maintenance of all Proposer's owned property. The Proposer shall inform the Institution of the need for repairs to the Institution's equipment that become apparent during the course of the agreement. Payment for repair and maintenance of Institution property and equipment due to negligence on the part of the Proposer is the responsibility of the Proposer. All repairs, alterations, and additions to the area shall be of quality workmanship equal to the material and workmanship of the original construction and installation. Any new equipment must be pre-approved by the Institution prior to installation by the Proposer. k. The Proposer is responsible for securing the kitchen area and the equipment therein, including the cash registers, at the end of the day's operation. l. The Proposer is responsible for all operational expenses which include but are not limited to: labor, laundry, kitchen supplies; all plates, cups and utensils of the disposable type (where possible all biodegradable items should be used to comply with recommendations on environmental control); pots, pans, dishes, metal flatware, china, operational supplies, food purchases, and office supply expenses. m. The Proposer shall maintain adequate inventory of equipment and operational supplies to avoid shortages/outages. n. The Proposer will clean and bus the dining area during operating hours; and provide custodial services for the kitchen and serving areas. o. The Proposer is responsible for maintaining and keeping the food service areas sanitary, clean, and free of trash and debris. 	
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	<p>p. The Proposer is responsible for the containment and removal of used grease.</p> <p>q. If the dishwasher should become temporarily inoperative and paper service is required, the Proposer shall be responsible for maintaining inventory adequate to meet the emergency and shall bear all costs.</p> <p>r. The Proposer will be responsible for re-setting the dining area after any catering events catered by the Proposer.</p> <p>s. The Proposer is responsible for trash removal from the kitchen and dining areas to the outside dumpster. Proposer shall take special care in the area surrounding the dumpsters to maintain cleanliness to prevent odors.</p> <p>t. The Proposer is responsible for providing sufficient, qualified, management and professional employees supported by supervisory personnel and support service staff at all times with parameters including, but not limited to:</p> <p>14) It is understood that the Proposer and its employees are independent private Contractors and are not employees of the Institution for the purpose of fulfilling service under this Contract. The Proposer shall be financially responsible for complying with all applicable federal, state, and local laws and regulations regarding the employment, compensation, and payment of personnel. This includes, without limitation, unemployment insurance, worker's compensation, and other taxes, health examinations, permits, and licenses. The Proposer shall act as an independent contractor, and not an agent of the Institution, in all aspects of any management and operational duties and responsibilities in its delivery of the Institution's food services.</p> <p>15) The Proposer shall obtain and maintain satisfactory background checks on all employees that will be providing services to the Institution at all times. If at any time, an employee's background check status changes from satisfactory to unsatisfactory, it is the Proposer's responsibility to remove those employees from the Institution and provide replacements.</p> <p>16) The Proposer shall be responsible for the employment of an adequate and experienced staff of managerial, sales, and food preparation personnel acceptable to the Institution, and shall maintain this staff sufficiently to meet the needs of the Institution on a daily basis. Supervising personnel shall be present during all hours of operation.</p> <p>17) On-site supervisory personnel - Proposer must furnish competent, skilled and management type person(s) to supervise and assure quality and performance of the work within the terms and conditions of the contract. The Institution reserves the right to interview and approve the food service manager located on campus.</p> <p>18) The Institution retains the right to have removed from the campus an employee of the Proposer when the</p>	
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	<p>employee's actions are such as to embarrass the Institution or are such as to indicate that his/her moral character or personal integrity is not acceptable. Removal will be accomplished through the Proposer's management staff.</p> <p>19) The Proposer agrees to comply with all federal and state employment provisions during the employment of staff for the performance of work under this contract.</p> <p>20) The Proposer's employees shall at all times be polite and courteous in their dealings with the general public.</p> <p>21) The Proposer's staff must be trained by the Proposer but shall also be required to complete all trainings required of the Institution's staff (i.e. emergency preparedness training, etc.).</p> <p>22) The Proposer must provide its employees with proper uniforms.</p> <p>23) The Proposer shall require and enforce its employees to park in designated Institution staff parking areas. Any employee not parking in designated parking areas will be subject to a parking ticket.</p> <p>24) It shall be the duty of the Proposer to establish wages, employ, terminate, establish leave policies and attend to all other functions necessary to obtain and maintain adequately trained employees and promote labor/management relations. All food service personnel shall be informed by the Proposer that they are not employees of the Institution, but that they are expected to conform to the Institution's policies and regulations while on campus.</p> <p>25) The Proposer shall actively ensure that all persons performing services at the Institution or Institution events under the terms of this contract shall be dressed in neat, clean uniforms, in good repair and properly fitted. The style of uniform shall generally be of the type worn by cafeteria personnel and without undue ornamentation.</p> <p>26) Student Employees - Work Study Students: The Institution agrees to provide available work-study students, if requested by the Proposer. In turn, the Proposer will reimburse the Institution, monthly, for work study student's services at the twenty-five percent (25%) matching contribution rate required by the federally sponsored programs. Rate shall not be less than the Federal Minimum Wage, with a maximum limit of twenty (20) hours per week, per student. Billing will be through the Institution's Business Office.</p> <p>u. The Proposer is responsible for long-distance telephone expenses.</p> <p>v. The Proposer shall cooperate with the Institution in matters involving key control and key inventory.</p>	
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	<p>w. Security. The Proposer shall collaborate with appropriate Institution officials concerning questions of student discipline, enforcing regulations and internal security and theft control in Dining Services. The Proposer shall not, except in physically dangerous or other emergency situations, summon public emergency services except through Institution Police. The Proposer shall not seek to have anyone suspected of theft arrested by public authorities or prosecuted without prior consultation with the appropriate Institution officials.</p> <p>The Proposer must report immediately to Institution Police any break-ins or unauthorized entry into the Dining Services areas and all property losses associated therewith. Also, the Proposer must immediately report to Institution Police all accidents requiring treatment involving its staff or customers and all disputes or behavioral incidents involving staff, students or patrons that occur in Dining Services.</p> <p>x. The Proposer shall conduct customer satisfaction surveys during fall/spring semesters and provide results to the Vice President of Business and Finance.</p> <p>y. The Proposer will be responsible for collecting and remitting all required taxes as a result of its business operation.</p> <p>z. The Proposer shall maintain documentation for all revenue generated as a result of the agreement with the Institution. The related financial records and documents shall be maintained for a period of three (3) years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon notice, by the Institution or the State of Tennessee's Comptroller of the Treasury.</p>	
	<p>C.1.8 Institution's Responsibilities and Rights. The Institution shall be responsible and have the rights for/to the following:</p> <p>a. The Institution will provide available space for food service fixtures, and furniture. A physical inventory will be conducted prior to the effective contract date and at the end of the contract. A unisex restroom, locker room area, and an office are also provided with the space.</p> <p>b. Utilities will be provided by the Institution. The Institution cannot guarantee that utilities will be uninterrupted, but it shall be diligent in restoring service following an interruption. The Institution shall not be liable for any loss that may result from the interruption in utility service. The Proposer must comply with any applicable energy conservation practices.</p> <p>c. The Institution has a service and delivery elevator, as well as a loading dock, that the Proposer may use for the kitchen.</p> <p>d. The Institution will provide two (2) outside dumpsters and outside dumpster waste management removal service through its waste removal contract.</p> <p>e. The Institution will provide standard janitorial services for the dining areas: walls, ceilings, and light fixtures. Chemical cleaning, waxing, buffing and maintenance of floors in the dining areas will be performed by the Institution's staff at least once per year.</p>	

	<p>f. The Institution shall provide building repairs and pest control services.</p> <p>g. Necessary repairs of Institution owned equipment, fixtures, and furnishings due to normal wear and tear are the responsibility of the Institution. The Proposer is to notify the Institution in a timely fashion of any damage or maintenance to the Institution's owned equipment.</p> <p>h. The Institution will retain sufficient keys to the cafeteria/kitchen area for physical emergencies and janitorial services.</p> <p>i. The Institution reserves the right to use the dining and kitchen areas and Institution's equipment at mutually agreed upon times, for meetings, assemblies, and other functions, provided, that after each use, the area will be cleaned and rearranged without expense to the Proposer. Said times shall be communicated to the Proposer by an authorized Institution representative.</p> <p>j. The Institution reserves the right to enter the serving and kitchen areas for the purpose of examining the state of repair and condition of the equipment and areas, inspecting the manner of operation, and determining whether the terms, covenants and conditions contained in the contract are being fully and faithfully observed and performed.</p> <p>k. The Institution reserves the right of inspection of said food service operation performed by the Proposer with respect to the quality and quantity of food service; the method of service; opening and closing hours; the safety, sanitation, and the maintenance of said facilities.</p> <p>l. Because facilities to be provided hereunder are for the benefit and convenience of the Institution staff, faculty, and students, patronage from other sources (utilizing this facility) may be regulated by the Institution, if required.</p> <p>m. The Institution shall deem the Proposer the preferred food service operations and catering provider except as follows:</p> <ol style="list-style-type: none"> 7) The Institution's bookstore provider is permitted to sell a limited selection of candy and other "impulse" food items, examples include chewing gum, breath mints, cough drops, bar, roll or bagged candy, and other similar type items. 8) Concession stand operations in the gym or at other athletic functions. 9) Approved student organization or staff fund raising efforts. 10) Donated food and/or beverage items, from commercial food service businesses, approved by the Institution's president or designee. 11) The Institution has the right to allow another source to cater a function on campus. 12) TBE will handle all campus vending. This is covered under the Randolph-Sheppard Act, T.C.A Code 71-4-502. <p>All other exceptions must be agreed upon in writing by both the Institution and the Proposer.</p>	
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	<p>C.2 <u>Diversity Expenditures</u></p>	
	<p>C.2.1 Diversity Commitment. Provide documentation of the Proposer's commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail all of the following:</p> <ul style="list-style-type: none"> (a) a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises; (b) a listing of the Proposer's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises, including the following information: <ul style="list-style-type: none"> (i) contract description and total value (ii) contractor name and ownership characteristics (i.e., ethnicity, sex, disability) (iii) contractor contact and telephone number; (c) an estimate of the level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: <ul style="list-style-type: none"> (i) participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics — PERCENTAGES ONLY — DO NOT INCLUDE DOLLAR AMOUNTS) (ii) descriptions of anticipated contracts (iii) names and ownership characteristics (i.e., ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated; and (d) the percent of the Proposer's total current employees by ethnicity, sex, and handicap or disability. <p>Proposers that demonstrate a commitment to diversity will advance the Institution's efforts to expand opportunity to do business with the Institution as contractors and sub-contractors.</p>	
	<p>C.2.2 Reporting The Institution is required to report to the Governor's Office of Diversity Business Enterprise (GODBE) annual expenditures for businesses with the following classifications (see Attachment 6.1 for definitions of these classifications): Small Women Service-Disabled Veterans Minority: <ul style="list-style-type: none"> a. African American b. Hispanic American c. Asian American d. Native American e. Other Minorities The Proposer may be required, on a quarterly basis, to provide subcontractor spend information, to each Institution, for the categories listed above to the Institutions listed in Attachment 6.9. For reporting purposes, contractors are permitted to only be classified in one of the above categories.</p>	

	<p>C.3 <u>Additional Goods /Goods and/or services</u></p> <p><u>Notice: No cost or pricing (including required or optional pricing) information shall be included in the Technical Proposal. Inclusion of cost or pricing information including notations that items are “free of charge” or are “at no additional cost” in the Technical Proposal may make the proposal non-responsive, and the Institution may reject it.</u></p> <p>Proposer shall describe any related goods /goods and/or services available from the proposer in addition to those required in this RFP. The additional related goods /goods and/or services may be added to the contract before contract signing or during the term of the agreement, at the sole discretion of TBR. Proposer must fully describe the related goods /goods and/or services in its Technical Proposal response. <u>Costs associated with additional related goods /goods and/or services must be provided in the Cost Proposal only.</u></p> <p>Additional Goods /Goods and/or services shall not be scored. If Proposer is not quoting any additional goods /goods and/or services, it must state this in its Technical Response.</p>	
<p><i>(Maximum Section C Score = 400)</i></p>		

REVENUE PROPOSAL & SCORING GUIDE				
NOTICE TO PROPOSER: This Revenue Proposal MUST be completed EXACTLY as shown.				
PROPOSER NAME:				
SIGNATURE & DATE:				
<i>NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer company president, evidence SHALL be attached showing the Signatory's authority to bind the Proposer.</i>				
REVENUE PROPOSAL SCHEDULE				
The Revenue Proposal, detailed below, shall indicate the proposed price for providing the entire scope of service including all services as defined in the RFP Attachment 6.2. <i>Pro Forma</i> Contract, Scope of Services for the total contract period. The Revenue Proposal and the submitted technical proposal associated with this shall remain valid for at least 120 days subsequent to the date of the Revenue Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the Institution All monetary amounts are United States currency.				
Proposed Revenue				Institution Use ONLY
List amount of guaranteed commission to be provided annually for years 1 through 10 of contract for Food Services. This will be done by taking the average increase over the 3 years of data provided. Please also provide commission percentage below each section on line provided.				
	Café	Catering	Non-Institution Catering	Annual Guarantee
Please list commission % under each category	%	%	%	\$
Year 1			Defined in Attachment 6.4, Section D.1.2	
Year 2			Defined in Attachment 6.4, Section D.1.2	
Year 3			Defined in Attachment 6.4, Section D.1.2	
Year 4			Defined in Attachment 6.4, Section D.1.2	
Year 5			Defined in Attachment 6.4, Section D.1.2	
Year 6			Defined in Attachment 6.4, Section D.1.2	
Year 7			Defined in Attachment 6.4, Section D.1.2	
Year 8			Defined in Attachment 6.4, Section D.1.2	
Year 9			Defined in Attachment 6.4, Section D.1.2	
Year 10			Defined in Attachment 6.4, Section D.1.2	
Total			Defined in Attachment 6.4, Section D.1.2	
<i>The RFP Coordinator shall use the evaluation monetary amount derived from the proposed monetary amounts above and the following formula to calculate the REVENUE PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.</i>			Evaluation Monetary Amount: <i>(sum of all weighted monetary amounts above)</i>	
Lowest Evaluation Monetary Amount from <u>all</u> Proposals			X 400 <i>(maximum section score)</i>	=
Evaluation Monetary Amount Being Evaluated				SCORE

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Proposer.

The Proposer will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.5., Technical Response & Evaluation Guide, Section B, Item B.13.), and for enclosing the sealed reference envelopes within the Proposer's Technical Response.

RFP #24-0001 REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: Proposer's Name (completed by Proposer before reference is requested)

The "reference subject" specified above, intends to submit a response to Volunteer State Community College in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
 - sign and date the completed questionnaire;
 - seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
 - sign in ink across the sealed portion of the envelope; and
 - return the sealed envelope containing the completed questionnaire directly to the reference subject.
-

(1) **What is the name of the individual, company, organization, or entity responding to this reference questionnaire?**

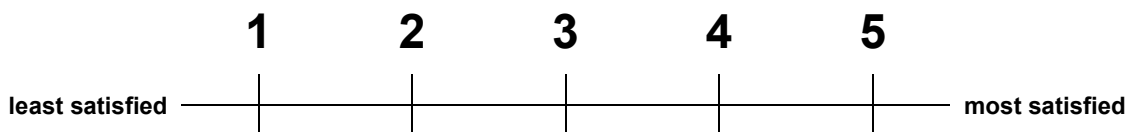
(2) **Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) **What goods or services does/did the reference subject provide to your company or organization?**

(4) **What is the level of your overall satisfaction with the reference subject as a vendor of the goods or services described above?**

Please respond by circling the appropriate number on the scale below.



If you circled 3 or less above, what could the reference subject have done to improve that rating?

- (5) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

- (6) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

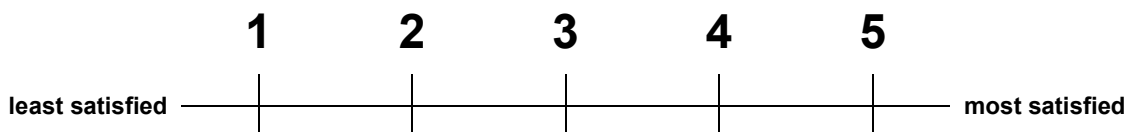
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?

- (8) In what areas of goods or service delivery does/did the reference subject excel?

- (9) In what areas of goods or service delivery does/did the reference subject fall short?

- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

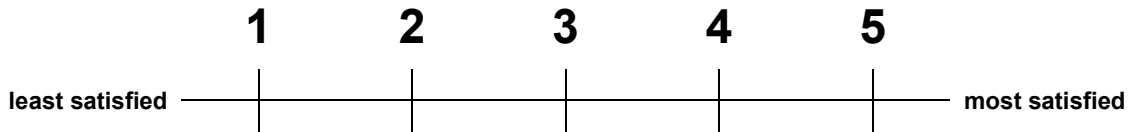
Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

- (11) Considering the staff assigned by the reference subject to deliver the goods or services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

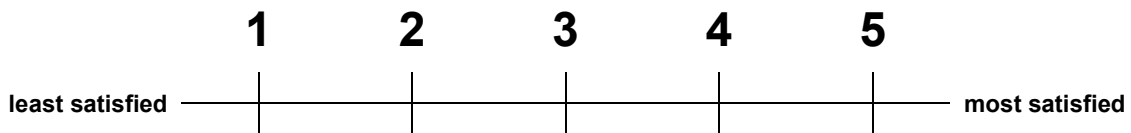
Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

- (12) Would you contract again with the reference subject for the same or similar goods or services?

Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

REFERENCE SIGNATURE:

(by the individual completing this request for reference information)

_____ (must be the same as the signature across the envelope seal)

DATE:

Drawings and Operations Enhancements Information



SEE SEPARATE ATTACHMENTS ON WEBSITE FOR BLUEPRINT DRAWINGS

Listing of Eligible Institutions

Chattanooga State Community College
Cleveland State Community College
Columbia State Community College
Dyersburg State Community College
Jackson State Community College
Motlow State Community College
Nashville State Community College
Northeast State Community College
Pellissippi State Community College
Roane State Community College
Southwest Tennessee Community College
Walters State Community College

Sample Protest Bond

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

KNOW ALL BY THESE PRESENTS:

That we,

(Name of Protestor)

(Address of Protestor)

as the Party filing a protest of the State of Tennessee’s determination(s) regarding a Request for Proposal (RFP) process, hereinafter called the Protestor, and

(Name of Surety)

(Address of Surety)

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

\$ _____

(Dollar Amount of Bond)

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

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

WHEREAS, the Oblige has issued a Request for Proposal bearing the RFP Number:

24-0001

AND, the Protestor, as an actual proposer to the RFP, claims to be aggrieved in connection with said RFP process;

AND, the signature of an attorney or the Protestor on a request for consideration, protest, motion, or other document constitutes a certificate by the signer that the signer has read such document, that to the best of the signer’s knowledge, information, and belief formed after reasonable inquiry, it is well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification or reversal of existing law, and that it is not interposed for any improper purpose, such as to harass, limit competition, or to cause unnecessary delay or needless increase in the cost of the procurement or of the litigation;

AND, neither a protest nor a stay of award shall proceed under the laws of the State of Tennessee unless the Protestor posts a protest bond, the Protestor does file this protest bond payable to the Obligee with a notice of protest regarding the subject RFP process;

AND, the Obligee shall hold the protest bond for at least eleven (11) calendar days after the date of the final determination on the protest by the head of the affected agency;

AND, if the Protestor appeals the affected agency head's determination on the protest to the Chancellor, in accordance with subsection Tennessee Code Annotated, § 12-4-109(a)(1)(E)(vii), the head of the agency shall hold said protest bond until instructed by the Chancellor as to its disposition.

NOW, THEREFORE, this obligation or bond shall remain in full force and effect conditioned upon a decision by the Chancellor that:

A request for consideration, protest, pleading, motion, or other document is signed by an attorney or the Protestor, before or after appeal to the Chancellor, in violation of Tennessee Code Annotated, § 12-4-109(a)(1)(E)(ii);

the Protestor has brought or pursued the protest in bad faith; or

the Protestor's notice of protest does not state on its face a valid basis for protest.

In which case, this obligation or bond shall be immediately payable to the Obligee. Otherwise, this obligation or bond shall be null and void.

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

On this _____ day of _____ in the year _____

WITNESS:

(Name of Protestor)

(Authorized Signature of Protestor)

(Name and Title of Signatory)

(Name of Surety)

(Signature of Attorney-in-Fact)

(Name of Attorney-in-Fact)

(Tennessee License Number of Surety)

Request for Vendor Registration

All Proposers are encouraged to complete the Total Supplier Management (TSM) vendor registration process with Institution and become a registered vendor. Although vendor registration with the Institution is not required to submit a bid, a resulting contract and/or PO from this RFQ process cannot be finalized without the successful Proposer being registered with the institution.

In addition to the above, the Institution will work with Proposers and the Governor's Office of Diversity Business Enterprise (Go-DBE) to allow Proposers to obtain official state certification. For information regarding staff of the Governor's Office of Diversity Business Enterprise available to assist minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses, as well as general, public information relating to this RFP, visit:

<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/godbe-general-contacts.html>.

For assistance with this process, Proposers can contact procurementdiversity@tbr.edu.

Click on URL link below to register your company in our TSM vendor system.

<https://solutions.scquest.com/apps/Router/SupplierLogin?CustOrg=TBRCentralOffice&tmstmp=1466527285763>

If you have completed the TSM vendor registration process or if you have previously registered in the TBR TSM vendor registration system, please enter your Supplier ID # _____

If you have not completed the TSM vendor registration process, please check here _____.

Is Parent company located outside of the United States: Yes _____ No _____

If Yes, what country is the Parent company located: _____

Proposer to list any and all exceptions to the Pro Forma agreement.

Exception 1.	
TBR Pro Forma Contract Section	
Proposers Response:	

Exception 2.	
TBR Pro Forma Contract Section	
Proposers Response:	

Exception 3.	
TBR Pro Forma Contract Section	
Proposers Response:	

Exception 4.	
TBR Pro Forma Contract Section	
Proposers Response:	

Exception 5.	
TBR Pro Forma Contract Section	
Proposers Response:	

Exception 5.	
TBR Pro Forma Contract Section	
Proposers Response:	

Exception 5.	
TBR Pro Forma Contract Section	
Proposers Response:	

ATTACHMENT 6.13

Proposer Checklist for Prevention of Common RFP Mistakes that lead to Proposal Rejection

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

STATED BY EACH REQUIREMENT:

Signed and dated "Proposal Transmittal and Statement of Certifications and Assurances" form (Attachment 6.3 / §A.1)

Statement regarding Conflict of Interest (Attachment 6.4 / §A.2)

Bank Reference (Attachment 6.4 / §A.3)

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

Positive Credit Verification (Attachment 6.4 / §A.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 Provide EITHER (Attachment 6.4 / §A.5):

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

OR

Dun & Bradstreet Credit eValuator Plus Report, verified and dated within last three (3) months

Completed Minority/Ethnicity Form (Attachment 6.4 / §A.6)

Current Certificate of Insurance with RFP (Attachment 6.4 / §A.7)

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

2. Submission of Proposal

On-Time Submittal (§§1.9, 2)

- Deadline is specified in Section 2 – Schedule of Events- submit both the Technical Proposal and Cost Proposal separately sealed (§3.1)
- Late Proposals will be IMMEDIATELY DISQUALIFIED

NO Cost Data of ANY type (required cost or optional cost) in Technical Proposal (§§3.21, 3.3)

- **Including ANY costs in Technical Proposal may result in IMMEDIATE DISQUALIFICATION**

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

Correct Format (§3):

Signatures on Costs and Technical Proposals (§3.2.7)

3. Pro Forma Agreement

Review any "Comments" to the Pro Forma Agreement (Attachment 6.13)

*** This checklist does not represent either a complete list of, or replacement for, the mandatory requirements listed in the RFP. 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.**