



STATE OF TENNESSEE
Department of Correction

REQUEST FOR PROPOSALS
FOR
Food Services Management

RFP # 32901-31294

RFP CONTENTS

SECTIONS:

1. INTRODUCTION
2. RFP SCHEDULE OF EVENTS
3. RESPONSE REQUIREMENTS
4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS
5. EVALUATION & CONTRACT AWARD

ATTACHMENTS:

- 6.1. Response Statement of Certifications & Assurances
- 6.2. Technical Response & Evaluation Guide
- 6.3. Cost Proposal & Scoring Guide
 - 6.3.a. Cost Proposal Worksheet (Separate Document – Excel Spreadsheet)
- 6.4. Reference Questionnaire
- 6.5. Score Summary Matrix
- 6.6. *Pro Forma* Contract
 - 1 Attestation
 - 2 Go-DBE Diversity letter
 - 3 Liquidated Damages
 - 4 Performance Bond
 - 5 STATE Annual Review instrument (Separate document -- Microsoft WORD)
 - 6 Food Service Staff positions (Separate document -- Excel)

- spreadsheet)
- 7 Cook Chill staff positions (Separate document)
 - 8 Glossary
 - 9 Therapeutic Diet Order (Form CR 1798) – Separate Document
 - 10 STATE policies (Separate Documents – PDF files)
 - 110.01 Pre-Service (Basic) Training Policy and New Employee Orientation
 - 110.01.1 New Correctional Officer On-the-Job Training
 - 110.04 Training Plans, Records and Reports
 - 110.05 In-Service Training Policy
 - 112.01 Monitoring and Conducting Institutional Sanitation Inspections
 - 112.03 Occupational Health and Safety
 - 112.04 Fire and Emergency Evacuation Plan
 - 112.05 Monitoring and Conducting Institutional Sanitation Inspections
 - 112.06 Vermin and Pest Control
 - 112.07 Waste Disposal
 - 112.09 Control and Use of Flammable, Toxic and Caustic Materials
 - 112.11 Smoke Free Policy (STATE Institutions)
 - 113.35 Therapeutic diets
 - Policy Change Notice (PCN) 13-28
 - 113.36 Hunger Strike
 - 113.51 Consent/Refusal of Treatment
 - 113.53 Accident/Injury Reporting
 - 113.87 Mental Health Levels of Care
 - 116.01 Menu Planning
 - 116.02 Comprehensive Food Services Program
 - 116.03 Meal Service Environment
 - 116.04 Safety in Food Service Areas
 - 116.05 Sanitation of Food Services
 - 116.06 Administration of Food Services
 - Policy Change Notice (PCN)14-29
 - 116.07 Emergency Food Service Plan
 - 116.08 Religious diet programs and feasts
 - Policy Change Notice (PCN) 15-5
 - 116.11 Inmate Labor in Food Services
 - 117.03 Vocational Programs
 - 302.05 Employee Sexual Misconduct, Workplace Discrimination, Harassment
 - 302.12 Drug Free Workplace
 - 502.06 PREA Implementation and Compliance
 - 502.06.1 PREA Screening, Classification, Education and Monitoring
 - 502.06.2 PREA Allegations, investigations, and Sexual Abuse Response Teams
 - 502.06.3 Medical, Mental Health, Victim Advocacy, and Community support Services for PREA Victims

504.04 Inmate Pay
Policy Change Notice (PCN) 15-7
504.05 Inmate Clothing
505.07 Inmate Programming
506.02 Key control
506.03 Tool control
506.16 Living Conditions for Segregated Inmates
Policy Change Notice (PCN) 14-44
506.24 Provision and Maintenance of Non-Security Uniforms

- 6.7 TCA and Facility List**
- 6.8 Food Service Staff positions (Separate document -- Excel spreadsheet)**
- 6.9. Cook Chill staff positions (Separate document)**
- 6.10. Revised Job Aid Registration for Sales and Use Tax (Separate Document)**
- 6.11. Facility Tour Information**
- 6.12. List of Facility staff dining rooms/cafes**

1. INTRODUCTION

The State of Tennessee, Department of Correction, hereinafter referred to as “the State,” has issued this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, an opportunity to do business with the State as contractors, subcontractors or suppliers.

1. Statement of Procurement Purpose

The State operates seven all-male and two all-female facilities and the Tennessee Correction Academy. One facility houses both male and female inmates in separate complexes. All but one of these 10 facilities has full kitchen facilities. These facilities are located in urban and rural settings spread across Tennessee. Facility locations and demographic information are included as RFP Attachment 6.7.

The total inmate capacity for these facilities is approximately 15,700. The State also offers meals to staff at the facilities. Over 4,000 staff are eligible for one meal a day.

From July 2014 – June 2015, the State prepared more than 15 million meals for its inmates and staff.

The Tennessee Correction Academy, located in Tullahoma, is the State’s primary training and staff development center for the State and a specialty training site for selected law enforcement and emergency management type agencies. Training is also provided to the State’s Community Supervision staff (who supervise probationers and parolees) and for staff from the Department of Children’s Services and Juvenile Justice entities. Over 6,000 people attend one of the Academy’s numerous pre-service, in-service or specialized training schools or certification programs each year. The Academy serves three meals Monday-Thursday, breakfast and lunch on Friday, and a sack meal on Sunday evenings. In 1993, TCA became the second correctional training academy in the nation to be fully accredited by the American Correctional Association.

Nine of the ten State facilities serve three meals a day on weekdays and two meals a day on weekends. The site with no kitchen facilities uses cold plate re-thermalization and serves three meals every day. Meals are brought in from another facility in the Metro Nashville area, re-heated, and served.

The meals served in institutions must meet State and federal nutritional guidelines and meet the dietary needs of its inmate population. These needs include special therapeutic and religious (Muslim, Jewish and other) populations. Therapeutic meals include but are not limited to those required by inmates at a medical facility and facility infirmaries. Sack lunches are provided to inmates who are part of work crews that work outside of the facility, are in transit to other facilities, or are going to court.

The State houses inmates of all security levels and serves meals to them in several locations, i.e. central dining rooms, individual cells and units, and remote units outside of the main facility.

Nine of the ten facilities have full kitchen facilities, including coolers and freezers. These kitchens may not be necessarily complete for use as free standing institutional kitchens. Some equipment has not been necessary under the current operation and may have been repurposed elsewhere. It would be acceptable to the State if food were prepared at a nearby facility, transported to the facility where meals are delivered to inmates, and reheated upon arrival if necessary.

Likewise, nine of the ten facilities have full kitchen facilities, including coolers and freezers and a limited amount of dry goods storage space. There are also satellite kitchens and other unique food service set-ups. Likewise, all ten of the facilities have warehouse space outside of the main secure perimeter. These warehouse facilities vary in size, and also have freezers, coolers and dry goods shelving space. The State uses inmate labor extensively in its warehouses, kitchen, and other food service facilities. Included as RFP Attachment 6.8 are figures on numbers of staff food service workers by site and Attachment 6.9 Cook Chill employees.

The State is transitioning to a LEAN/quality environment.

The State is also committed to minimizing waste while providing an adequate food supply to meet peak demands and emergency situations when the standard diets cannot be prepared.

Each component of the State's correctional system has been re-accredited by the American Correctional Association (ACA) in a three-year cycle. ACA Accreditation standards and information will be made available upon written request to the RFP Coordinator listed in Section 1.4.2.1.

South Central Correctional Facility is managed by Corrections Corporation of America. Trousdale County, which is anticipated to begin receiving inmates in early 2016, will also be managed by Corrections Corporation of America. Hardeman County Correctional Facility and Whiteville Correctional Facility are owned by Hardeman County government and are leased by the State. These four facilities are not included in the scope of services of this RFP.

The State also houses inmates in Tennessee county jails. Food services for inmates housed in Tennessee county jails are also excluded from the scope of services of this RFP.

If the State determines it in the best interest of the State, after award and execution of a contract, the State may execute an amendment to add other State agencies to the contract resulting from this RFP.

1.2. **Scope of Service, Contract Period, & Required Terms and Conditions**

The RFP Attachment 6.6., *Pro Forma* Contract details the State's requirements:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Respondent must sign.

1.3. **Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State constitutional, or statutory law. The

Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. RFP Communications

1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 32901-31294

1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

1.4.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Priscilla Wainwright
Tennessee Department of Correction
320 Sixth Avenue North
Nashville TN 37243
(615) 253-5571
Priscilla.wainwright@tn.gov

1.4.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:

a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small businesses as well as general, public information relating to this RFP (visit www.tn.gov/generalservices/article/godbe-general-contacts for contact information); and

b. the following individual designated by the State 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 associated federal regulations:

Mercedes Harding
Tennessee Department of Correction
320 Sixth Avenue North
Nashville TN 37243
(615) 253-8155
Mercedes.harding@tn.gov

1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.

1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.

- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.9).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: http://tn.gov/generalserv/cpo/sourcing_sub/rfp.shtml.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.5. Assistance to Respondents With a Handicap or Disability

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

1.6. Respondent Required Review & Waiver of Objections

- 1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. Pre-Response Conference

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is not mandatory, and prospective Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

Tennessee Department of Correction
320 Sixth Avenue North
Nashville TN 37243

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.8 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8 Facility Tours are scheduled as part of this procurement. The Facility Tour schedule is referenced in RFP Section 2, Schedule of events, Item 4 and detailed in RFP Attachment 6.11. Proposers interested in sending staff on facility tours must contact the RFP coordinator (as indicated in RFP Section 1.4.2.1) in writing with the names of all Contractor staff desiring to attend in order to reserve space.

1.9. **Notice of Intent to Respond**

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate)
- a contact person's name and title
- the contact person's mailing address, telephone number, facsimile number, and e-mail address

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.10. **Response Deadline**

A Respondent must ensure that the State receives a response no later than the response Deadline time and date detailed in the RFP Section 2, Schedule of Events. A response must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

1.11. **Performance Bond**

The State shall require a performance bond upon approval of a contract pursuant to this RFP. The amount of the performance bond shall be a sum equal to one hundred percent of the Maximum Liability, Written Dollar Amount (\$Number), and said amount shall not be reduced at any time during the period of the contract.

The successful Respondent must obtain the required performance bond in form and substance acceptable to the State (refer to RFP Attachment 6.6., *Pro Forma* Contract, Attachment 4 Model Performance Bond) and provide it to the State no later than the performance bond deadline detailed in the RFP Section 2, Schedule of Events.

After contract award, the successful Respondent must meet this performance bond requirement by providing the State either:

- a. a performance bond that covers the entire Contract period including all options to extend the Contract, or
- b. a performance bond for the first, twelve (12) calendar months of the Contract in the amount detailed above, and, thereafter, a new or re-issued performance bond in the amount detailed above covering each subsequent twelve (12) calendar month period of the Contract. (In which case, the Contractor must provide the new (or re-issued) performance bonds to the State no later than thirty (30) days preceding each subsequent period of the Contract to be covered by the new (or re-issued) bond.)

The successful Respondent must make all necessary arrangements for the performance bond prior to the Contract start date and prior to any subsequent performance bond deadlines in the case of an annual performance bond. The Respondent is responsible for securing the services of any fidelity or guaranty underwriter.

The performance bond requirement set forth above is a material condition for the award of a contract or any renewal or extension of any contract that is awarded. The Respondent's/Contractor's failure to provide to the State a performance bond as required by RFP Section 2, Schedule of Events, shall entitle the State to exercise any and all rights it has in law or in equity. During the term of the Contract, the Respondent's/Contractor's failure to periodically provide to the State a new or re-issued performance bond, no later than thirty (30) days preceding each period of the Contract to be covered by the new or re-issued performance bond, shall entitle the State to exercise any and all rights it has in law or in equity.

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		Dec. 23, 2015
2. Disability Accommodation Request Deadline	2:00 p.m.	Jan. 6, 2016
3. Pre-response Conference	2:00 p.m.	Jan. 7, 2016
4. Facility Tours		Jan. 13-27, 2016
5. Notice of Intent to Respond Deadline	2:00 p.m.	Jan. 29, 2016
6. Written "Questions & Comments" Deadline	2:00 p.m.	Feb. 3, 2016
7. State Response to Written "Questions & Comments"		Feb. 24, 2016
8. Response Deadline	2:00 p.m.	March 2, 2016
9. State Completion of Technical Response Evaluations		March 9, 2016
10. State Opening & Scoring of Cost Proposals	2:00 p.m.	March 10, 2016
11. State conducts Negotiations (Optional)		March 14 - 18, 2016
12. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	March 21, 2016
13. End of Open File Period		March 28, 2016
14. State sends contract to Contractor for signature		March 29, 2016
15. Contractor Signature Deadline	2:00 p.m.	March 30, 2016
16. Performance Bond deadline		March 31, 2016
17. Contract Start Date		April 1, 2016

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.9).

3. RESPONSE REQUIREMENTS

3.1. Response Form

A response to this RFP must consist of two parts, a Technical Response and a Cost Proposal.

- 3.1.1. **Technical Response.** RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical response must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical response, the State may deem the response to be non-responsive and reject it.

- 3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversized exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Response should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & 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 not contribute to evaluations.
- 3.1.1.4. The State may determine a response to be non-responsive and reject it if:
- a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
 - b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

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

- 3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.
- 3.1.2.3. A Respondent must sign and date the Cost Proposal.
- 3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Response Delivery

- 3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP.
- 3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.
 - 3.2.2.1. Fifteen (15) original Technical Response paper document labeled:

“RFP # 32901-31294 TECHNICAL RESPONSE ORIGINAL”

and two (2) digital copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

“RFP # 32901-31294 TECHNICAL RESPONSE COPY”

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response document and any digital copies may result in the State rejecting the proposal as non-responsive.
 - 3.2.2.2. One (1) original Cost Proposal paper document labeled:

“RFP # 32901-31294 COST PROPOSAL ORIGINAL”

and one (1) copy in the form of a digital document in “PDF” format properly recorded on separate, blank, standard CD-R recordable disc or USB flash drive labeled:

“RFP # 32901-31294 COST PROPOSAL COPY”

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.
- 3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:
 - 3.2.3.1. The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 32901-31294 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”
 - 3.2.3.2. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 32901-31294 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

- 3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

“RFP # 32901-31294 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

- 3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Priscilla Wainwright
Tennessee Department of Correction
320 Sixth Avenue North
Nashville TN 37243
(615) 253-5571
Priscilla.wainwright@tn.gov

3.3. Response & Respondent Prohibitions

- 3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.
- 3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.
- 3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.
- 3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).

3.3.8. The State 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:

3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

3.3.8.2. 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

3.3.8.3. 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.

3.4. **Response Errors & Revisions**

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. **Response Withdrawal**

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

3.6. **Additional Services**

If a response offers goods or services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

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

3.7. **Response Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any response.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.9). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

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

4.3. State Right of Rejection

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses.

4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

4.4.1. 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 State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Respondent 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 6.2., Section B, General Qualifications & Experience **Item B.14.**).

4.4.3. Subcontractors identified within a response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. After contract award, a Contractor may only substitute an approved subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Respondent who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel or Subcontractors

The State 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 or services in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.6. **Insurance**

From time-to-time, the State may require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

4.7. **Professional Licensure and Department of Revenue Registration**

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.
- 4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides 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 requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

4.8. **Disclosure of Response Contents**

- 4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after technical responses are opened.
- 4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.9. **Contract Approval and Contract Payments**

- 4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.
- 4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the contract is signed by the State agency head and the Contractor and after the Contract is approved by all other State officials as required by applicable laws and regulations.

- 4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.
- 4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract start date or after the Contract end date.
- 4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma Contract*, Section C).
- 4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

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

4.11. **Contract Amendment**

After contract award, the State may request the Contractor to deliver additional goods 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 State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State 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 State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head 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 additional services until the State has issued a written contract amendment with all required approvals.

4.12. **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 State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.13. **Next Ranked Respondent**

The State reserves the right to initiate negotiations with the next ranked Respondent should the State cease doing business with any Respondent selected via this RFP process.

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by the State to be responsive.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	20
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	40
Cost Proposal (refer to RFP Attachment 6.3.)	40

5.2. Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the State to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. "Responsible Respondent" is defined as a Respondent 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 and the Proposal Evaluation Team (consisting of three (3) or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the response and document the team's determination of whether:

- a. the response adequately meets RFP requirements for further evaluation;
- b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
- c. the State will determine the response to be non-responsive to the RFP and reject it.

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP,

and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.

5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.

5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

5.2.3. **Clarifications and Negotiations:** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

5.2.3.1. **Clarifications:** The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.

5.2.3.2. **Negotiations:** The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.

5.2.3.3. **Cost Negotiations:** All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.

5.2.3.4. If the State determines that it is unable to successfully negotiate a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

- 5.2.4. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. Contract Award Process

- 5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.
- 5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

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

- 5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.
- 5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall **NOT** materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.
- 5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

RFP ATTACHMENT 6.1.**RFP # 32901-31294 STATEMENT OF CERTIFICATIONS AND ASSURANCES**

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

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

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma Contract* for the total contract period.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma Contract*.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Respondent will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

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

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

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

**RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (or
SSN):**

RFP ATTACHMENT 6.2. — Section A

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review the response 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 Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a sub-contractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit rating for the Respondent (NOTE: A credit bureau report	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	A.6.	<p>Provide the Respondent's most recent independent audited financial statements. Said independent audited financial Statements <u>must</u>:</p> <ol style="list-style-type: none"> (1) reflect an audit period for the most recent available fiscal year; (2) be prepared with all monetary amounts detailed in United States currency; (3) be prepared under United States Generally Accepted Accounting Principles (US GAAP); (4) include the auditor's opinion letter; financial statements; and the notes to the financial statements; and (5) be deemed, in the sole discretion of a C.P.A. employed by the State and charged with the financial document review of the Respondent, to reflect sufficient financial stability to undertake the subject contract with the State if awarded pursuant to this RFP. <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Reviewed or Compiled Financial Statements will not be deemed responsive to this requirement and will <u>not</u> be accepted. <p>All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status <u>must</u> be properly licensed to render such opinions. The State may require the Respondent to submit proof that the person or entity who renders an opinion regarding the Respondent's financial status is licensed, including the license number and state in which the person or entity is licensed.</p>	
	A.7.	<p>Provide a valid, Certificate of Insurance that is verified and dated within the last six (6) months and which details <u>all</u> of the following:</p> <ol style="list-style-type: none"> (a) Name of the Insurance Company (b) Respondent's Name and Address as the Insured (c) Policy Number (d) The following minimum insurance coverages: <ol style="list-style-type: none"> (i) Workers' Compensation/ Employers' Liability (including all States coverage) with a limit not less than the relevant statutory amount or One Million Dollars (\$1,000,000.00) per occurrence for employers' liability; (ii) Comprehensive Commercial General Liability (including personal injury and property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate; (iii) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than One Million Dollars 	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		(\$1,000,000.00) per occurrence; and (e) The following information applicable to each type of insurance coverage: (i) Coverage Description, (ii) Exceptions and Exclusions, (iii) Policy Effective Date, (iv) Policy Expiration Date, and (v) Limit(s) of Liability.	
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

RFP ATTACHMENT 6.2. — SECTION B

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	B.5.	Describe the Respondent's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent 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. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: <ul style="list-style-type: none"> (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: <ul style="list-style-type: none"> (a) <u>Business Strategy</u>. Provide a description of the Respondent'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. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information: <ul style="list-style-type: none"> (i) contract description and total value; (ii) contractor name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: <ul style="list-style-type: none"> (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors.

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	<p>Provide customer references from individuals who are <u>not</u> current or former State employees for projects similar to the goods or services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> ▪ two (2) accounts Respondent currently services that are similar in size to the State; <u>and</u> ▪ three (3) completed projects. <p>References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which <u>must</u> be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered.</p> <p>The Respondent 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.</p> <p>(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.</p> <p>(b) Send a reference questionnaire and new, standard #10 envelope to each reference.</p> <p>(c) Instruct the reference to:</p> <ol style="list-style-type: none"> (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 Respondent (the Respondent may wish to give

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).</p> <p>(d) <u>Do NOT open the sealed references upon receipt.</u></p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ The State 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 State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. <p>The State is under <u>no</u> obligation to clarify any reference information</p>
	B.18.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <ul style="list-style-type: none"> (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or State department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party 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) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses detailed above; and <p>has within a three (3) year period preceding the contract had one or more public transactions (federal, State, or local) terminated for cause or default.</p>
	B.19.	<p>Tennessee law requires vendors to prove whether they are subject to sales and use tax registration requirements when applying as vendors on State contracts. Provide a Certificate of Registration issued to your business documenting registration to collect sales and use tax in Tennessee.</p> <p>If your business does not already have such a certificate, provide a copy of a communication to the Department of Revenue requesting such a certificate. The actual certificate must be received by the State prior to contract signing. Please reference RFP Attachment 6.10 Revised Job Aid Registration for Sales and Use Tax.</p>
		<p>SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 20)</p>
State Use – Evaluator Identification:		

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		6	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		6	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		6	
	C.4.	Provide a heart-healthy general population menu for a 28-day cycle, 3 meals per day Monday-Friday, 2 meals each Saturday and Sunday. The Standardized heart-healthy Menu shall contain entrees of no less than 75 percent chicken, turkey, or beef, and no more than 25 % texturized vegetable protein. All diets included in the Standardized Menu Program must meet the RDA requirements for sodium, cholesterol, fiber, calcium, iron, Vitamins A,C and D, protein, carbohydrates, saturated and total fats. No pork or pork products can be included in the menu. RDA and Dietary Reference Intake (DRI) tables may be found at: http://iom.nationalacademies.org/activities/nutrition/summarydri/dri-tables.aspx (ProForma Contract section A.5.c.4.)		25	
	C.5.	Provide a religious menu which satisfies kosher, vegetarian, vegan, Halal, House of Yahweh and RDA requirements for sodium, cholesterol, fiber, calcium, iron, Vitamins A,C and D, protein, carbohydrates, saturated and total fats, and a certificate from all appropriate religious approving bodies. (ProForma Contract section A.5.c.4.)		10	
	C.6.	Provide a therapeutic menu including prenatal, hepatic, renal, clear and full liquid, bland, mechanical soft and gluten-sensitive RDA for sodium, cholesterol, fiber, calcium, iron, Vitamins A,C and D, protein, carbohydrates, saturated and total fats, moderate calorie ADA. (ProForma Contract section A.6.)		10	
	C.7.	Provide the contingency menu to be served at facilities in the event of emergencies such as a supplier disruption, weather event, prison disturbance such as riot or shut down. (ProForma Contract section A.5.e.)		7	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.8.	Provide the ingredients of sack lunches for inmate work crews, inmates traveling to court, or prison staff as referenced in ProForma Contract section A. 12.		5	
	C.9.	Provide a comprehensive food service management operations plan for this contract as referenced in ProForma Contract section A.2.a. and throughout the contract scope of services.		10	
	C.10.	Provide a transition and implementation plan including but not limited to the overall project timeline, individual tasks or deliverables as specified in the timeline, Contractor staff assigned to each task, and State milestone review dates for this contract as referenced in ProForma Contract section A.37. The transition plan shall include but not be limited to the functional areas of communications, human resources and staffing, nutritional and operational support, finance and accounting, information technology, training and development and opening team planning.		25	
	C.11.	Provide a Contractor policy and procedures manual for this contract as referenced in ProForma Contract Section A.2.b.11. All Contractor policy must comply with TDOC policy. Policy to be included in the manual must include but not be limited to employee attendance, employee attire and badges, staff conduct and performance, payroll and benefits, operations and facility security including tool control, prohibition on fraternizing with inmates, disciplinary actions, drug free workplace, employee fingerprint-based criminal history record checks, sanitation and equipment maintenance.		10	
	C.12.	Provide a Quality Control Plan for this contract as referenced in ProForma Contract Section A.42.d.		6	
	C.13.	Provide orientation and training program plans and manuals for Contractor staff, State staff transitioned to the Contractor and inmates for this contract as referenced in ProForma Contract section A.16.a.		10	
	C.14.	Provide an annual food service training program for this contract as referenced in ProForma Contract section A.17.		19	
	C.15.	Provide a security orientation plan for this contract as referenced in ProForma Contract section A.16.c.		19	
	C.16.	Provide an Annual Training plan for this contract as referenced in ProForma Contract section A.17.		19	
	C.17.	Provide food handling and sanitation training plan for this contract including inspection schedule as referenced in ProForma Contract sections A.2.b.15. and A.17.		19	
	C.18.	Provide an organization plan for this contract including proposed staffing plan for each State institution and dietician consulting services (ProForma Contract scope of services section A.18.b)		10	
	C.19.	Provide a drug-free workplace plan for this contract outlining pre-employment drug screening, post-accident drug testing and reasonable suspicion testing. (ProForma Contract scope of services A.50)		10	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.20.	Provide resumes of individuals serving on the Contractor's management team, especially those who will oversee staff, registered dietitians and consultants carrying out duties as specified in the ProForma Contract scope of services sections A.2, A.3., and A.4. Provide your organization chart.		10	
	C.21.	Provide copies of the ServSafe certificates for management staff. (ProForma Contract scope of services section A.17.)		10	
	C.22.	Provide a plan of action describing how the contractor will ensure that inmates receive their designated meal AND prevent inmates from returning to the serving line to receive additional meals. (ProForma Contract scope of services section A.7)		10	
	C.23.	Provide the proposed benefits package/plan for State staff adversely affected by procurement (ProForma Contract scope of services section A.18.d)		10	
	C.24.	Provide written standards for employee conduct including an employee disciplinary form. (ProForma Contract scope of services section A. 26.g.)		8	
	C.25.	Provide an emergency response plan. (ProForma Contract scope of services section A. 36 c.)		19	
	C.26.	Provide a monthly inmate food survey. (ProForma Contract scope of services section A.42.b)		7	
	C.27.	Provide the survey instrument for a special food acceptance study conducted recently for a current customer and study results (ProForma Contract scope of services section A.42.b)		7	
	C.28.	Provide the survey instrument for a Plate Waste Study conducted recently for a current customer and study results. (ProForma Contract scope of services section A.42.c)		14	
	C.29.	Provide a proposed institution quality control manual. (ProForma Contract scope of services section A. 42.d)		19	
	C.30.	Provide a proposed monthly quality control report. (ProForma Contract scope of services section A.42.e)		10	
	C.31.	Provide a proposed quarterly institutional food service report. (ProForma Contract scope of services section A.53.d.2.)		10	
	C.32.	Provide incident and security logs and/or reports including but not limited to tool control. (ProForma Contract Section A.27)		19	
	C.33.	Provide an inmate security violation/disciplinary form. (ProForma Contract Section A. 26.f.)		7	
	C.34.	Provide policy and procedures which define sanitation procedures and staff sanitation training program. ProForma Contract Section A.27.c)		8	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>			Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>		
Total Raw Weighted Score			X 40		= SCORE:

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
Maximum Possible Raw Weighted Score <i>(maximum possible score)</i> <i>(i.e., 5 x the sum of item weights above)</i>					
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

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COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for providing goods or services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract, for the entire contract period. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

All operating expenses associated with the management and maintenance, including without limitation, the Contractor's service fees, on-site salaries, wages, prevailing wages, payroll taxes, benefits, materials, equipment, tools, parts, supplies, sub-Contractors, and insurance must be included in the Contractor's Cost Proposal.

All 5 tabs of RFP Attachment 6.3.a. must be completed to calculate the blended per meal rate required for each contract year in the cost proposal. Each page of RFP Attachment 6.3.a. must be printed and included in the paper and digital copies of the cost proposal.

NOTICE: The Evaluation Factor associated with each compensable unit is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent.

Notwithstanding the cost items herein, pursuant to the second paragraph of the *Pro Forma* Contract, Section C.1. (refer to RFP Attachment 6.6.), "The State is under no obligation to request any goods or services from the Contractor in any specific dollar amounts or to request any goods or services at all from the Contractor during any period of this Contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to this RFP. If the individual signing this Cost Proposal is not the *President* or *Chief Executive Officer*, the Respondent must attach evidence to the Cost Proposal showing the individual's authority to legally bind the Respondent.

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

RESPONDENT LEGAL ENTITY NAME:	Proposed Cost					State Use ONLY		
	Year 1	Year 2	Year 3	Year 4	Year 5	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
	Year 1	Year 2	Year 3	Year 4	Year 5	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Blended per meal rate as calculated using RFP Attachment 6.3.a. (worksheet)	\$ / per meal		15,534,275					

RESPONDENT LEGAL ENTITY NAME:								
Cost Item Description	Proposed Cost					State Use ONLY		
	Year 1	Year 2	Year 3	Year 4	Year 5	Sum	Evaluat ion Factor	Evaluation Cost (sum x factor)
TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above): The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.								
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}}$						x 40 (maximum possible score)	= SCO RE:	
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>								

RFP ATTACHMENT 6.4.**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 Respondent.

The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Response.

RFP # 32901- 31294 REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: RESPONDENT NAME (completed by Respondent before reference is requested)

The “reference subject” specified above, intends to submit a response to the State of Tennessee 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?

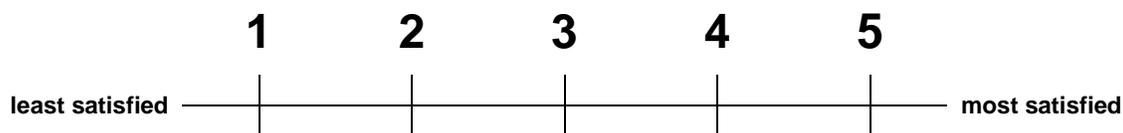
(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

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.

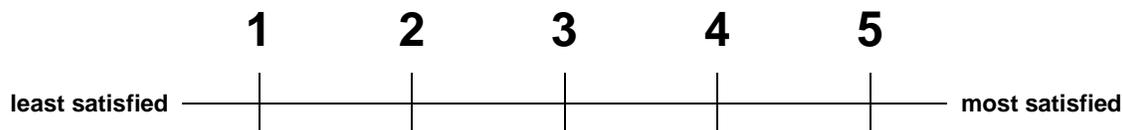


RFP # 32901- 31294 REFERENCE QUESTIONNAIRE — PAGE 2

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.

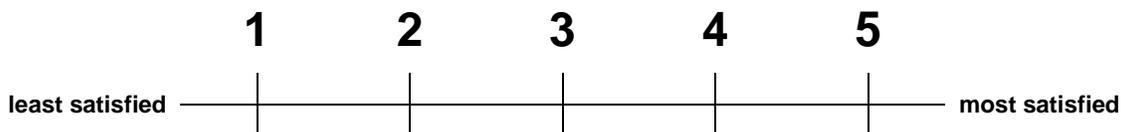


What, if any, comments do you have regarding the score selected above?

RFP # 32901-31294 REFERENCE QUESTIONNAIRE — PAGE 3

(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?**

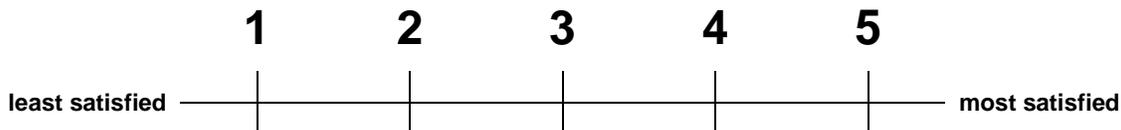
Please respond by circling the appropriate number on the scale below.



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:

RFP ATTACHMENT 6.5.

SCORE SUMMARY MATRIX

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: § 20)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: § 40)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: § 40)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						

Solicitation Coordinator Signature, Printed Name & Date:

RFP # 32901-31294 PRO FORMA CONTRACT

The *Pro Forma* Contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

**PRO FORMA CONTRACT
DRAFTED IN COMPLIANCE WITH CURRENT APPLICABLE MODEL**



CONTRACT

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another State)

Begin Date	End Date	Agency Tracking #	Edison Record ID
-------------------	-----------------	--------------------------	-------------------------

Contractor Legal Entity Name	Edison Vendor ID
-------------------------------------	-------------------------

Goods or Services Caption (one line only)
 Food Services Management

Subrecipient or Contractor <input type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor	CFDA #
--	---------------

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
16					
17					
18					
19					
20					
TOTAL:					

Contractor Ownership Characteristics:

- Minority Business Enterprise (MBE): African American, Asian American, Hispanic American, Native American
- Woman Business Enterprise (WBE)
- Tennessee Service Disabled Veteran Enterprise (SDVBE)
- Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.
- Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

<input checked="" type="checkbox"/> Competitive Selection	RFP
<input type="checkbox"/> Other	Describe the selection process used and submit a Special Contract Request

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Speed Chart (optional)	Account Code (optional)
-------------------------------	--------------------------------

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
Department of Correction
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, **Department of Correction** ("State") and **Contractor Legal Entity Name** ("Contractor"), is for the provision of **food services management**, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID # **Number**

A. SCOPE:

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. The Contractor shall supply a complete food service management program, including management and oversight of food preparation and service, food procurement, labor, materials and expendable supplies necessary to feed inmates, staff and official visitors at identified State operated institutions and the Tennessee Correction Academy (TCA).

If the State determines it in the best interest of the State, after award and execution of a contract, the State may execute an amendment to add other State agencies to the contract resulting from this RFP.

- A.2.a. The Contractor must provide overall contract management for all tasks in the ensuing contract, including the day-to-day management of its staff and coordinate with State staff as pertaining to their assignment to the Contract. The Contractor must provide administrative support for its staff and activities. Throughout the Contract, the Contractor must employ ongoing contract management techniques to ensure a Comprehensive Work Plan is developed, executed, monitored, reported on, and maintained. The Contractor will be responsible for performing all of the work necessary to fulfill the requirements of the contract.
- A.2.b. Services considered within the scope of this Contract include, but are not limited to, the following:
1. Provide food service to all State inmates and staff at all facilities and TCA, serving three meals a day weekdays and two meals on weekends, including any special diets/needs, confinement/infirmary meals, religious meals, emergency meals, special event meals, snacks, sack meals and staff/guest meals; as well as any other meals authorized by the Deputy Commissioner of Operations or designee, warden or their designee. Mealtimes will be designated by the Warden or designee at each facility.
 2. Purchase and receive all food supplies necessary to meet the needs of this Contract.
 3. Purchase and use produce grown on State farms when feasible. The price is to be determined by State based on fair market pricing.
 4. Develop a statewide Standardized Menu program.
 5. Follow the statewide Standardized Menu program as mutually agreed upon in writing by the State.
 6. Maintain proper sanitation for the food service operations at all facilities and TCA, including the cleaning and safe operation of all food service equipment.
 7. Provide management staff and line staff to provide oversight of work performed by inmate

labor for the complete provision of food service operations including meal preparation, meal service and cleanup.

8. Provide a transition plan to ensure continuity of food service operations at all institutions
 9. Operation and management of food service at all State operated institutions in accordance with all applicable State policies, standards, laws and regulations.
 10. Develop and implement an offender training program in Culinary Arts and food service management at each facility where requested in writing and approved by the Commissioner, the Warden or designee. All necessary instruction, supplies and training materials are to be provided by the Contractor at no additional cost to the State. This requirement is further outlined in Section A.34.
 11. Develop and provide a policy and procedure manual for food service operations pertaining to the Contract. All Contractor policy must comply with TDOC policy.
Policy to be included in the manual must include but not be limited to employee attendance, employee attire and badges, staff conduct and performance, payroll and benefits, operations and facility security including tool control, prohibition on fraternizing with inmates, disciplinary actions, drug free workplace, employee fingerprint-based criminal history record checks, sanitation and equipment maintenance.
 12. Develop, implement, and monitor a quality control program for food service operations.
 13. Purchase all food and non-food items, dietary supplies, office supplies necessary to provide quality food service operations
 14. Provide all necessary staff to provide quality food service operations.
 15. Maintain sanitation and inspection schedules for all food service operation areas as outlined in sections A.22, A.27, and A.28.
 16. Ensure all records and documentation of compliance with standards maintained.
 17. Accurately accounting for all inmate meals served by institution, including the number of meals served as carrybacks for satellite feeding areas. Invoice only the daily count of actual meals served at each institution and NOT the Daily Population Count.
 18. Follow State security policies and procedures in hiring and operation of the food service operation.
- A.3 The Contractor shall provide food services management consultations as requested in writing by the State to assist State in transitioning from Contractor managed to self-managed food services operations.
- A.4. The Contractor shall provide consultations with registered dietician(s) as requested in writing by the State.
- A.5. **Menus**
- A.5.a. All menus MUST be approved in writing by the State.**
- A.5.b. Menus must meet or exceed minimum Recommended Daily Allowance or Dietary Reference Intakes (RDA or DRI) as published by the Institute of Medicine of the National Academies and found at:
<http://iom.nationalacademies.org/activities/nutrition/summarydris/dri-tables.aspx>)
Menus must meet said requirements for the following:
- Sodium
 - Cholesterol
 - Fiber
 - Calcium
 - Iron
 - Vitamins A, C, D

- Protein
- Carbohydrates
- Total fat
- saturated fat

A.5.c. The Contractor will submit for written approval by the State a Standardized Menu that provides nutritionally adequate meals that conform to guidelines in State policies #113.35, #113.87, #116.01 and #116.08 as found in Contract Attachment 10.

A.5.c.1. Diets served as part of the Standardized Menu program shall contain entrees of no less than 75 percent chicken, turkey, or beef, and no more than 25 % texturized vegetable protein.

A.5.c.2. The Standardized Menu program shall consist of a 28-day cycle.

A.5.c.3. The Standardized Menu program shall include 19 meals per week. Three meals shall be served Monday-Friday, with two meals served on Saturday and Sunday.

A.5.c.4. The Contractor shall provide a Standardized Menu program where the same menu for each specific Standardized Menu program diet is procured, purchased, received, stored, prepared and served consistently at all prisons. The diets of the Standardized menu provided for the inmate population must include:

- General population heart-healthy diet
- Therapeutic diet
- Religious diet (Halal, Kosher, and House of Yahweh)
- Holiday diet (Thanksgiving, Christmas, Easter, Ramadan)
- Vegan diet
- Vegetarian diet
- Sack lunches

A.5.d. All menus must be consistent with the recommended dietary guidelines and dietary reference intakes as identified by the United States Department of Agriculture. All menus shall be designed to be balanced in color, flavor, and texture. Menus will contain a minimum of 2,500 calories. Exceptions must be approved by the Deputy Commissioner of Operations or designee. Therapeutic and religious menus will conform as closely as possible to the menu served to the general population while accommodating the specific health care or religious diet needs.

The Contractor shall not use ANY pork or pork products in ANY of its menus. All menus must also meet or exceed all applicable American Correctional Association (ACA) standards.

A.5.e. The Standardized menu will be followed except for emergency situations where contingency meals may be served or in the event of the use of State farm produce. Contingency Menu -- a 72-hour inventory of shelf-stable meals to be kept on site at each facility and ready to be fed to inmates in the event of an emergency prohibiting regular food delivery and service as specified in the contract.

A.5.f. Special event meals should be served to the entire inmate population, not just select groups and must approved by the Warden and the Director of Food Service

A.5.g. Holiday Menus (Menus for religious or national days of observance, commemoration or

celebration as and approved as required by clergy or other religious authority and as specified in Policy #116.08):

- Easter
- Passover
- Islamic , Ramadan
- Islamic, Feast of Abraham
- Thanksgiving
- Christmas

Holiday meals must be approved by the Warden and the Director of Food Service.

- A.5.h. Semi-annual full service menu for Tennessee Correction Academy meals Monday -Thursday 3 meals per day, Friday 2 meals per day, and one sack meal Sunday evening. Meals shall be delivered in the Academy cafeteria.
- A.5.i. The Contractor shall be responsible for providing the non-food supplies in quantities sufficient to ensure compliance with all minimum service requirements of this Contract at no additional cost to the State. This includes paper supplies, chemical and cleaning supplies, and small wares.
- A.5.j. All toxic materials used for cleaning and sanitation shall meet all department regulations as well as all Health Department regulations.

A.6. THERAPEUTIC DIETS

The Contractor shall provide, at no additional cost, meals for therapeutic diets. Therapeutic diets should be served in accordance with State policies #113.35, #116.01, #116.03, 116.05 and #506.16 as found in Contract Attachment 10. Any snacks, including protein-based snacks for emergency hypoglycemic episodes, required for medical diets will be considered part of the ordered therapeutic meal and must be provided at no additional cost to the State.

The Contractor will provide ice for medical need (sprains, broken bones, ice chips for infirmary patients, etc.) at no additional cost to the State.

- A.6.a. Ready-to-drink, liquid supplements prescribed for additional nutrition, such as Ensure or Resource, will be provided by the State's medical staff at each institution during medication Call Outs in the facility's Health Services at the expense of the State.
- A.6.b. **PROCESS**
When it is determined by a physician or dentist, or other authorized clinical associates that an inmate/resident requires a special medical diet, the facility nurse shall notify the Contractor's Dietitian and Food Service Manager and provide a written diet order pursuant to State policies.
- A.6.b.1 All therapeutic diets will be initiated on the next day following the receipt of therapeutic menu in the food preparation area. If this is not possible, the medical staff member who initiated the order will be informed of the delay.

All diet trays served shall be recorded with a copy of the record sent to the Medical Department for proper documentation for ACA performance standards. This record shall include at a minimum, inmate name, number, date of meal picked up, and type of meal.

- A.6.b.2. The Contractor's staff shall supervise the preparation of meals in accordance with the Standardized Menu for inmates assigned to confinement areas or to the infirmary. The transportation and delivery of the prepared meals shall be accomplished using inmates assigned by the State to the Contractor and shall be supervised by Department Security personnel. In designated areas, security personnel shall be responsible for delivery of each tray to the inmate. Meals will be delivered in pre-portioned individual serving trays in such a manner as to comply with food temperature requirements.

A.6.b.3 RECORDS:

Therapeutic Diet orders – form CRA 1798 -- which is included as Contract Attachment 9 as described by corresponding policies 113.35 and 116.01 which are included in Contract Attachment 10, shall be completed by dietary services and signed by the healthcare provider, an authorized food service representative, and the inmate. Signed diet receipts shall be retained at the institution.

A.6.b.4. Therapeutic diets (including snacks) to be provided by the Contractor include:

- Bland
- Clear Liquid
- Full Liquid
- Gluten Free
- Moderate Calorie ADA
- Finger Food
- Hepatic Diet
- Renal Diet
- Puree Diet
- Mechanical Soft
- Low Fat /Sodium
- Prenatal Snack Menu AM, PM, HS
- Diabetic Snack Menu AM, PM,HS

Therapeutic/medical diets shall be ordered by authorized health care personnel utilizing the Therapeutic Diet Order, CR-1798 (Contract Attachment 9). Therapeutic diets should be ordered when a medical, psychiatric, or dental condition precludes the inmate from eating the food provided for the general inmate population

Food Service Delivery

- A.7. The Contractor shall ensure and document that inmates receive their designated meal AND do not return to line to receive additional meals as specified in the plan of action.
- A.8. The Contractor shall provide items for use in medical emergency or 'code' situations such as Hypoglycemic episodes (low blood sugar), where inmates have an immediate need for readily available protein sources such as crackers with peanut butter and or milk as referenced in Section A.6. Peanut butter & milk are preferred protein sources to increase and stabilize the blood sugar during hypoglycemic episodes.
- A.9. The Contractor shall provide ice for inmate medical needs such as sprains or broken bones at no additional cost to the State. Ice chips shall also be made available for infirmary patients as referenced in A.11 at no additional cost to the State.
- A.10. The Contractor shall provide Therapeutic snack bags containing solid protein food sources such as milk or peanut butter at no additional cost to the State.

Confinement/Infirmary Meals

- A.11. The Contractor's staff shall supervise the preparation of meals in accordance with the Standardized Menu for inmates assigned to confinement areas and any other areas including the infirmary, renal units, or other satellite areas requiring meal trays. The transportation and delivery of the meals shall be conducted by inmates assigned by the State to the Contractor and shall be supervised by the Contractor. In designated areas, security personnel shall be responsible for delivery of each tray to the inmate. Meals shall be delivered in pre-portioned

individual serving trays in such a manner as to comply with food temperature requirements, with the exception of a few satellite areas.

There are several locations, which use a Bulk Feeding Method for confinement areas. This method of feeding shall be continued, unless the Contractor can establish a more efficient and accurate method of feeding, which shall be approved in writing by the Deputy Commissioner of Operations or designee.

Inmate meal choice in these areas will be given in accord with State food service policies.

Sack Lunches

- A.12. The Contractor shall provide sack lunches in accordance with the Standardized Menu and Sack Lunch Menu component for groups of inmates who require meals and cannot receive lunches as listed on the Standardized Menu. Such inmates include those going to outside court, inmate work crews and inmate transfers. To enhance inmate workday productivity, the Contractor shall deliver sack lunches to a designated area when requested by institutional staff.

Sack lunches for staff during emergency situations shall be made available upon request of the Warden/Superintendent in the institution and shall be noted separately on the monthly invoice.

National Restaurant Association (ServSafe) and U. S. Department of Health Food temperature requirements shall apply to sack lunches. Sack lunches should be placed inside a cooler, if provided for a crew working away from State prison facilities with no way to keep the sack lunches within safe food temperatures.

A.13 Management Information Systems

- A.13.a. The Contractor shall provide State access to the management information system used by the Contractor for counts of meals served. System users may include, but not be limited to the Chief Financial Officer, Deputy Commissioners, Wardens and Associate Wardens, Food Services Director, Contract Monitors, Food Service staff, Fiscal Services staff, State Medical Staff, State operational staff and any other staff determined necessary by State leadership.

- A.13.b. The Contractor will provide to the State the following reports:

1. Regular reports showing meals served by breakfast, lunch and dinner grouped by sites as requested by the State.
2. Monthly summary report showing number of meals served and costs for all Standardized Menus by diet type – heart healthy, therapeutic, religious, sack lunch, work crew sack lunches, snacks, holiday meals, contingency meals grouped by sites.
3. Monthly participation report showing number of meals supplied and number of meals served with the variance percentage grouped by sites.
4. Total monthly meals served broken down by employees, inmates, in-transits and visitors grouped by sites
5. FY trend report showing number of meals served and costs by month from the first month of the FY to the last month grouped by sites.
6. FY Trend report showing number of Regular and Specialty meals served from the first month of the FY to the last month grouped by sites.
7. Comparison report showing prior FY meals served (broken down into Regular and Specialty) by month and the same information for the current FY grouped by sites.
8. Additional Custom Reports as may be requested by the State.

A.13.c. STATE will provide Contractor staff access to State Information System Infrastructure such as TOMIS or COMET as determined necessary by the State.

A.13.d.-----Daily meals served count

A.13.d.1.a. The Contractor will invoice the State for the daily count of actual meals served, not Daily Population Count, in each institution. The Contractor will submit invoices at the end of each month.

A.13.d.1.b Invoices will be broken down by each institution:

- Number of regular meals served
- Number of non-standard meals served, by type (e.g., religious, therapeutic)
- Number of staff meals served
- Number of visitor meals served
- Special meals shall be listed separately on an institution's invoice. Such meals can only be provided by approval of the Deputy Commissioner of Operations or designee.

A.13.d.1.c The Contractor will maintain counts of actual meals served at main kitchens and satellite sites at each institution.

A.13.d.1.d. The Contractor shall use an automated means of counting meals such that meal counts information is accessible through the Contractor's management Information System as outlined in section A.13.

A.13.d.1.e. The Contractor is responsible for determining the appropriate number of meals to prepare. Inadequate meal quantities are subject to corrective action and liquidated damages as outlined in Contract Attachment 3 Liquidated Damages

Staff and Visitor Meals

A.14. The Contractor shall provide meals to official visitors and all State employees who work at State facilities in keeping with State Policy # 116.03 as found in Contract Attachment 10 and as may be revised. State employees are entitled to one meal per shift. The Contractor, upon notification by the designated State Associate Warden, shall provide meals to State employees who are manning security posts where no relief is available. The Contractor shall supply meals, such as sack lunches, to staff (at the daily meal rate) during emergencies such as riots or escapes. The staff meals and emergency meals will be invoiced at the same cost as the corresponding inmate meal, but as a separate line item.

A.14.a. The Contractor shall serve the same meals in the staff and inmate dining halls on a daily basis, except the staff dining hall or café, which shall offer an enhanced salad bar for lunch and dinner at no additional cost. The Contractor shall serve beverages in the staff dining hall 24 hours per day, 7 days per week. Although there are scheduled meal times at each facility as outlined in the Contractor's staffing plan, the Contractor's staff shall make adjustments for unpredictable events. For example, if daily counts are not cleared, meal times shall be adjusted and Contractor staff shall stay on-site and serve meals when counts have cleared.

A.14.b. The Contractor shall maintain documentation for the number of meals served. At a minimum, this will include sign-in sheets for the purpose of audit verification. The Contractor shall electronically count meals as specified in Section A.13.d.1.d

Contractor Staff

A.15.a All Contractor food service employees shall be fully trained and evaluated by the Food Service Manager prior to being placed into any facility food service area. The Contractor shall

ensure that all staff is familiar with applicable State policies and procedures, rules and regulations, as well as applicable ACA standards and documentation.

A.15.b. The Contractor is responsible for providing all staff with mandated Hazard Analyses and Critical Control Points (HACCP) training and assuring ongoing compliance with HACCP requirements. Training criteria must include, at as a minimum, how to protect persons' safety by eliminating the potential for food-borne illness because of improper food storage, preparation, temperature maintenance, and serving procedures.

New Employees

A.16.a. The Contractor must develop and implement an orientation and training plan and manual which is approved in writing by the State, and which incorporates components from both the Contractor's and State's missions and service delivery systems. Training must be satisfactorily completed by the employee within 30 days of hire.

A.16.b. The Contractor shall ensure that all new employees participate in the Contractor's food service orientation program, ensure that they are provided ongoing in-service training, and ensure that the employees receive copies of all appropriate training materials. Documentation of such orientation and training must be submitted to the Warden or designee for review on a monthly basis.

A.16.c. The Contractor agrees that all on-site providers must attend a security orientation session prior to entering the facility in accordance with State policy as may be revised and ACA standards. Content for the security orientation sessions must be as outlined in the security orientation plan approved in writing by the State. The Contractor shall be financially responsible for the provider's time to attend these trainings. The State will provide lodging, meals, the instructors and the training site (Tennessee Correction Academy).

Annual training

A.17.a. The Contractor shall ensure that all Contractor staff is trained in food handling and sanitation on a quarterly and an annual basis as required by ServSafe. This training shall be documented, with said documentation kept at the worksites, and available for review or, inspection. The Contractor shall ensure that Contractor's staff is familiar with applicable State policies and procedures, rules and regulations. These topics include, but are not limited to:

- Applicable State policies and procedures, rules and regulations
- Safety
- Mission Statement;
- Standards of Conduct for Contractors/Volunteers;
- Key Control;
- Appropriate attire;
- Appropriate interaction with inmate/offenders;
- First AID/CPR
- Hostage situations;
- Suicide prevention training;
- ACA standards and documentation;
- PREA.

- A.17.b. On-site providers working at more than one location within a 12-month period shall be trained on institution specific topics at each facility once a formalized orientation process has been completed. Written documentation of said orientation shall be housed at the training office of all worksites.
- A.17.c In addition, the Agency may periodically provide training to the Contractor's managers and staff in areas relevant to the State's mission, policies/procedures, programs, and food services. Notice of such training sessions shall be provided to the Contractor's Food Service Manager in a timely manner.
- A.17.d. All training records are subject to the documentation and retention requirements as required by State policies # 110.01, #110.01.1, # 110.04, #110.05, #112.03 and #116.04 as included in Contract Attachment 10 and as outlined in section A.54.d.2 below.

CONTRACTOR STAFFING

A.18.a Contractor Personnel Qualifications

All persons assigned by Contractor to the performance of Services under the Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of the Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for the Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

- A.18.b. The Contractor will maintain an adequate staff of employees, to include Adequate Relief Staff, on duty at all times to ensure the efficient operation of the food service operations. The State has not established any required staffing levels based on offender-to-staff ratios. However, the Contractor shall provide sufficient qualified personnel for food service operations and at a minimum shall abide by and fulfill the staffing pattern for each institution and dietician consulting services plan included as part of the organization plan submitted with the proposal or as required by the State.

This staffing plan will be the basis for staffing through the term of the Contract. This plan will identify the minimum number of management and line staff positions by position title and scheduled hours of service for each position and each institution. Changes will be submitted in writing and will not be allowed without written approval from State.

- A.18.c. The Contractor shall maintain the approved minimum staffing plan and scheduled hours of coverage during the life of the Contract and shall ensure that all Contractor management and line staff positions are filled for the entire scheduled work period(s), and that individuals are physically present at the work site as scheduled.

A.18.D. EMPLOYEE TRANSITION PROCESS:

1. There are currently State employees working in food service positions, and whose positions appear in **ATTACHMENTS 6 and 7**. The positions highlighted in yellow are positions that will be required to be assumed by the Contractor. The Contractor shall offer these State employees a position as an employee of the contractor. Said offer shall be at least 120% of employees' current base salary. Benefits will be the contractor's standard package. For a period of 120 days, these employees may only be terminated for cause.

2. The effect on the maximum liability is outlined in section C.3.c. State staff may choose to remain as employees of the STATE or transfer to another State position.
3. Those employees who remain with the STATE will continue to provide food services within the scope of services delineated in the contract. State employees who elect to stay with the State may report to the facility fiscal director or to a Contract Monitor (Section A.53). The determination of who the remaining State employees report to will be made by the State.
4. Upon award of the Contract, all vacant State food service positions will be designated contract positions. Any State position that is vacated for any reason will be designated as a contract position immediately.

Staff vacancies/schedules

- A.19.a Continuity of food service operations is critical in a correctional environment. The Contractor will be responsible to provide approved and qualified replacement staff to the facility in the event of absence of management and line staff positions (i.e. sick, vacation, leaving employment, etc.) The temporary/interim staff member shall meet the minimum qualifications for that position. Any changes to the minimum staffing plan and schedule must be approved in writing by the Deputy Commissioner of Operations or designee. Failure to provide staff for positions as agreed upon in the approved staffing plan may be deemed as a breach of contract and liquidated damages may be assessed as identified in Contract Attachment 3.
- A.19.b. The Contractor must maintain the approved minimum staffing plan and scheduled hours of coverage during the life of the Contract and must ensure that all Contractor management and line staff positions are filled for the entire scheduled work period(s) and those individuals are physically present at the work site as scheduled.
- A.19.c. Under no circumstances can any identified management or line staff position remain vacant or be filled by temporary staff for longer than 72 hours.
- A.19.d. When an absence occurs in a position that is normally occupied by an approved and qualified staff member, the Contractor must immediately provide an approved and qualified temporary/interim staff member. The temporary/interim staff member must meet the minimum qualifications for that position. If a position remains vacant for more than 72 hours, the Contractor will be assessed as outlined in Contract Attachment 3 Liquidated Damages. Notwithstanding the above, if a position remains vacant for longer than 72 hours related to the State's performance of security fingerprint-based criminal history record checks the Contractor will not be held liable as outlined in Contract Attachment 3 Liquidated Damages.
- A.19.e. The payment of liquidated damages shall be taken as a deduction from the Contractor's monthly invoice.

Staff Uniforms

- A.20 The Contractor must provide staff uniforms for all assigned personnel. The uniforms must be neat in appearance and approved in writing by the State. Designated Contractor staff uniforms must be separate and distinct from uniforms worn by facility personnel and inmates.

Control Over Employees

A.21.a. Except as otherwise specified in this contract, the institution shall have no direct control over the employees of the Contractor. Any provisions for such control shall be exercised only through the Contractor or the person assigned as the Contractor's Food Service Manager. The Contractor shall comply with reasonable requests of the institution to remove and replace employees objectionable to the institution. It is the policy of the State to ensure fingerprint-based criminal history record checks are conducted on each Contractor employee given primary consideration for employment or entrance into any of its offices/institutions to identify whether there are Criminal Convictions that have a specific relationship to job performance in accordance with State policies and procedures. The Warden/Superintendent or designee shall review and personally approve the proposed work location and plan for coordination of all Contractors prior to authorizing their services.

A.21.b. Contractor personnel fingerprint-based criminal history record checks are to be conducted as specified in section A.24.

Health Examination and Sanitation.

A.22.a. All Contractor employees shall be properly trained, competent, and courteous personnel who meet all established health standards established by State law. Prior to employment, Contractor employees must pass an appropriate physical examination, including a tuberculosis test, as required by Tennessee Food Service Laws and Regulations. Documentation of such examinations must be provided to the institution's designee; and all expenses related to the pre-employment health examinations must be borne by the Contractor.

A.22.b. The Contractor shall ensure that Contractor's staff who perform their duties in institutions under this Contract are screened and/or tested for tuberculosis prior to the start of service delivery, as appropriate, and screened/tested annually thereafter, as required by State food service policies. The Contractor shall provide the Deputy Commissioner of Operations or designee with proof of testing prior to the start of service delivery by the staff member and annually thereafter. The Contractor shall be responsible for obtaining the TB screening/testing. The Contractor shall bear all costs associated with the TB screening/testing for their staff or subcontractor staff.

A.22.c. The Contractor shall provide a schedule/documentation of daily inspection of inmates hands and arms for cuts or sores or any other signs of communicable diseases.

A.23. Personnel Policies

The Contractor must maintain appropriate personnel policies that are compatible with those of State.

A.24. Staff Criminal History Record Checks

A.24.a. Contractor staff are subject to a fingerprint-based criminal history record check, and any other staff safeguards required of State staff. All necessary information to conduct such fingerprint-based criminal history record checks must be provided from all staff as required by policy as may be revised. Contractor will be responsible for all costs related to drug testing. This includes pre-and post-employment testing and checks.

- A.24.b. Contractor staff shall pass a fingerprint-based criminal history record check conducted by the vendor under contract to the Tennessee Bureau of Investigation for all Contractor personnel before they may have access to State facilities and systems. Such criminal history record checks shall be at the expense of the Contractor. Results shall be provided to the State.
- A.24.c. The Contractor must report any incident requiring investigation by the Contractor in writing to the Deputy Commissioner of Operations or designee, within 24 hours of the Contractor knowledge of the incident. Failure of the Contractor to report a violation or attempted violation or take appropriate disciplinary action against the offending party or parties will be handled as outlined in Contract Attachment 3 Liquidated Damages.
- A.24.d. The State reserves the right to deny access to any institution or ~~and~~ facility to any Contractor staff member found to have violated the provision of this section.
- A.24.e. Contractor must produce, upon request, any and all records related to any investigation conducted by the Contractor that directly impacts the State or violates the State Policy. The State must receive any and all records related to an investigation that directly impacts the State or violates the State Policy. The Contractor must also cooperate with State in any internal investigation conducted by State regarding the conduct of Contractor or the Contractor's employees.
- A.24.f. The State reserves the right to deny access to any institution or facility to any Contractor staff member who fails to comply with any applicable State, federal, or local law, ordinance or regulation, or whose presence may compromise the security of the facility, its members, or staff.
- A.24.g. No person who has been barred from any State work release center or other facility shall provide services under this Contract at another State facility.
- A.24.h. The Contractor shall not permit any individual to provide services under this Contract who is under supervision or jurisdiction of any parole, probation or correctional authority. The objective of this provision is to ensure that no employee of the Contractor, under any such legal constraint, has contact with or access to any records of State inmates sentenced to sites included under this Contract.

A.25. STAFF CONDUCT AND SECURITY

- A.25.a. The Contractor and any vendors supplying goods or services are required to adhere to strict security guidelines regarding conduct within the institution, including adherence to State policy as may be revised and procedure, particularly rules of conduct, employee clothing/grooming requirements, security procedures, and any other applicable rules and regulations. Tobacco and cell phones are not allowed on State grounds. The Contractor must adhere to all standards as outlined in State Policy as may be revised. Contractor's staff shall comply with these guidelines at all times while on State property.
- A.25.b. In addition, the Contractor shall ensure that all staff adheres to the following requirements:
- All Contractor employees must comply with all applicable State and federal laws, rules

and regulations, while working on site at State prison facilities at all times.

- Contractor staff shall be subject to searches of their person or vehicle or searches of equipment and/or products at any time.
- The Contractor's staff shall not display favoritism to, or preferential treatment of, one inmate or group of inmates over another.
- The Contractor's staff shall not deal with any inmate except in a relationship that supports services under this Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate or an inmate's family or close associate, no matter how trivial the gift or service may seem. The Contractor shall report to the Deputy Commissioner of Operations or designee any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to inmates, their family or close associates.
- The Contractor's staff shall not enter into any business relationship with inmates or their families (example- selling, buying or trading personal property), or personally employ them in any capacity.
- The Contractor's staff shall not have outside contact (other than incidental contact) with an inmate being served or their family or close associates, except for those activities that are to be rendered under the Contract.
- The Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the State. In providing services pursuant to this Contract, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- At no time shall any Contractor's employee while delivering services under this Contract, wear clothing that resembles or could reasonably be mistaken for an inmate's uniform or correctional officer's uniform or a uniform that bears the logo, other identifying words, or symbols of any law enforcement or correctional agency.
- The Contractor shall NOT provide individuals possessing "temporary work visas" to fill positions under this scope of service.
- All contractor/subcontractor staff providing services under the Contract shall have the ability to understand and speak English to allow for effective communication between Contractor staff and State staff and inmates.
- The Contractor shall provide their employees with a copy of the Contractor's written standards for employee conduct as submitted to the State and approved by the State in writing. A document signed by the Contractor's employee indicating receipt of such notification shall be placed in the employee's personnel file.
- Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Deputy Commissioner of Operations or designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Contract.
- The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Deputy Commissioner of Operations or designee within twenty-four (24) hours, of the Contractor's knowledge of the incident.
- All Contractor personnel must comply with the State's security and acceptable use policies for State IT equipment and resources.
Furthermore, Contractor personnel must agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. The Contractor must present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff must comply with all Physical Security procedures in place within the facilities where they are working.

A.26. FACILITY SECURITY

- A.26.a. The State will continue to provide primary security in the institutions and/or facilities which receive services under the Contract. State will provide security in the dining rooms at each meal,

depending on staff availability and the classification of the facility, i.e. minimum, medium, close, and maximum. In addition, security may be provided at the back door of each kitchen for inmate movement and to assist with security functions in the food service operations when available. The Contractor's staff shall be trained in institutional security and may be required to provide their own security in the kitchen if institutional staff is not available.

- A.26.b. Strict tool control will be enforced at all times. The Contractor shall be responsible for maintaining security of all sharp items and caustic chemicals, as well as all inventories. All sharp and cleaning items shall be logged in and out per Agency policy. All logs shall be available for inspection at any time by Agency staff and inspectors. All items shall be accountable at all times.
- A.26.c. The Contractor shall be responsible for assuring that all food supplies are ordered and deliveries made in accordance with the delivery schedules and security procedures as established at the designated institution and/or facility. Each institution and/or facility requires advance notification of all deliveries.
- A.26.d. The Contractor shall be responsible for keeping all areas locked and unavailable to inmate or resident workers. State food service duplicate keys shall be maintained in the Facility Control Center. Any lost or misplaced keys shall be reported immediately to the facility security. This initial report will be verbal, indicating all known circumstances surrounding the lost or misplaced keys. The person losing or misplacing the keys will submit a written report prior to the end of their work shift. The Contractor shall be responsible for any costs incurred due to lost keys and inventory.
- A.26.e. The Contractor shall coordinate with the Warden and Associate Warden of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). The Contractor shall obtain institutional approval prior to shutting down any existing utility system and arrange for alternative service (if required) and expeditious re-establishment of the shutdown system.
- A.26.f. The State will train Contractor's staff in institutional security and Contractor must provide security in the kitchen as outlined below. This list is not all inclusive and the parties may agree in writing to other security responsibilities.
- Perform Call Outs - Contractor must verify the inmate workers assigned to the kitchen have reported for duty and communicate that information to the agency point of contact on a daily basis.
 - Provide accurate prisoner count on regular and routine basis and report those counts to the facility point of contact.
 - Must be first responder for medical emergencies in the kitchen. The Contractor must provide basic first aid to inmate with minor injuries and must notify medical staff. In more severe medical emergencies, the Contractor must immediately notify medical staff to provide treatment.
 - Must be first responder for facility emergencies – the Contractor must follow State policies and procedures with regard to emergency communication and evacuation protocol for this requirement. In the case of a major disturbance, the Contractor must implement its emergency response plan.
 - Respond to prisoner grievances consistent with State policy as may be revised and as directed by State policies and procedures.
 - Write inmate disciplinary reports consistent with State policy process and submit them to the agency point of contact.
 - Provide any required reports regarding kitchen area functions and responsibilities.
 - Complete inmate work performance reports and submit them to the agency point of contact.
 - Assist the State during all emergencies or mobilizations.

A.26.g. The Contractor shall be responsible for ensuring that all personnel, equipment, tools and supplies/materials comply with any and all policies and procedures of State and the individual facilities. Questions should be addressed to the Deputy Commissioner of Operations or designee or, Associate Warden of Security (AWs) or a member of the administrative staff at each facility. The individual facility's policies and procedures governing the entry and conduct of staff working inside the facility will be made available and explained at the point of entry. The State reserves the right to deny entrance to anyone who is suspected of a breach of security or for failure to follow published policies and procedures.

1. The State reserves the right to demand that the Contractor remove any employee that the Warden or designee feels threatens the health or safety of staff/inmates, security of the facility or quality of the service provided by the Contractor.
2. The Contractor shall report to Security personnel any inmates observed violating rules of conduct. The Contractor will complete the appropriate disciplinary form when rule violations are witnessed. The form must be similar in content to the sample submitted as part of the Contractor's technical proposal and approved in writing by the State. The Contractor may request that the State facility staff remove any inmate the Contractor feels is disruptive to the food service function.
3. The Contractor shall allow the State full and complete access to all areas involved in the food service operation. State personnel will inspect facilities and operations on a routine basis. In addition, the State Contract Monitors will conduct, at a minimum, quarterly inspections. The Contractor shall maintain operational records, including invoices for food purchased, to allow State to determine compliance with contractual (including menu compliance) and security guidelines. Any violation noted shall be submitted to the Contractor in writing within 15 days for the Contractor's remedy. The Contractor shall respond in writing within 15 days to the person initiating the complaint with proposed or completed remedies.
4. All personnel entering the grounds of a correctional facility will be subject to a search of their person and personal items including vehicles. Such searches may include but not be limited to frisk searches, searches by metal detectors or searches by narcotics detection canines. In addition, all equipment, tools, supplies and materials will be subject to search or inventory at any time. Tools and materials must be carefully controlled at all times and locked when not in use. These items are used according to State policy and procedure and are managed by State maintenance staff.
5. Any attempts to introduce contraband, into a facility, or to have unauthorized contact with inmates of a facility, are prohibited and are subject to criminal prosecution under the provisions of the Tennessee Code Annotated. The Contractor's personnel are prohibited from bringing into or taking out of the institution any items unless specifically approved. Any interaction between a Contractor's employee and an inmate which assists the prisoner to escape is a felony and will be prosecuted. Contractor's personnel may not deliver, receive or otherwise transfer any item to or from an inmate without express permission of the Warden or designee.

Contraband includes, but is not limited to:

- (a) Any written or recorded communication or any currency or coin given or transmitted, or intended to be given or transmitted, to any inmate or their family member of any State correctional institution.
- (b) Tobacco and cell phones are not allowed on STATE grounds
- (c) Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any inmate of any State correctional institution.
- (d) Any intoxicating beverage or beverage which causes or may cause an intoxicating effect.

- (e) Any controlled substance or any prescription or nonprescription drug having a hypnotic, stimulating or depressing effect. This includes synthetic drugs.
 - (f) Firearms or weapon of any kind or any explosive substance are not allowed within a correctional facility. State law allows secured firearms in parked vehicles
 - (g) Any item not permitted by State policy
6. No person who appears to be under the influence of drugs or alcohol will be allowed entry into a correctional facility.
 7. All Contractor personnel must be in possession of a valid identification with a recent, clear photo in order to enter a facility. All Contractors' personnel are required to be dressed appropriately for the duties they are performing. The Contractor's personnel shall not wear any clothing that is similar to or could be mistaken for an inmate uniform. Clothing that is short, tight-fitting, or revealing is not appropriate attire for a prison environment. Individuals so dressed will be asked to change their clothing or leave the facility.
 8. All mail and packages received at the facility will be searched prior to being delivered inside the security perimeter.
 9. The entry of vehicles or motorized equipment inside the secure perimeter is discouraged. However, should this be required, the vehicle will be escorted by security personnel, any vehicle will not be left unattended, while loading/unloading the vehicle must be locked and the keys removed or it should be otherwise rendered inoperable. No vehicle is permitted to leave the security perimeter until an institutional count has been completed. Count times will vary.
 10. All employees of the selected contractor who regularly work inside the security perimeter must:
 - a. Submit to a fingerprint-based criminal history record check conducted by the Contractor prior to beginning work.
 - b. Attend staff orientation and training according to State policies.
 - c. Submit to random urinalysis and State drug testing policies.
 11. Institutional ID cards will be provided for Contractor's personnel. These ID cards must be worn at all times when inside the security perimeter.

A.27. Sanitation and Food Safety

- A.27.a. The Contractor must maintain sanitation and food safety in the food service operations, including employee and prisoner workers' personal hygiene; at least one employee must have a current Manager Certification Certificate from ServSafe, an American National Standards Institute (ANSI) approved certification program and must be on-site at all times. Each food service operation must follow the State's sanitation policies, #112.01, #116.03, #116.04, #116.05, #504.05 and # 506.24 as found in Contract Attachment 10.
- A.27.b. The Contractor shall follow all applicable American Correctional Association (ACA) standards including food service and sanitation standards as well as all State, and federal regulations in regard to purchasing, preparing and serving food and maintaining all food production and service areas.
- A.27.c. The Contractor shall finalize, with written approval from the State policies and procedures which define sanitation procedures and which comply with all applicable federal, State, and local regulations. The Contractor shall provide ongoing sanitation related training to its staff and maintain documentation of the same.

- A.27.d. A passing grade (no Critical Violations as defined in Contract Attachment 8) is expected for all weekly inspections. If a Critical Violation is reported, the Contractor must report the corrective action(s) taken to abate it and State the date and time it was corrected. Any continued non-compliance status of the same critical item will necessitate the assessment of damages as outlined in Contract Attachment 3 Liquidated Damages.
- A.27.e. On a monthly basis, the Deputy Commissioner of Operations or designee will review all weekly inspection reports completed by the Contractor and conduct an on-site inspection of the sanitation conditions, food storage, and handling procedures and completion of all forms associated with the Hazard Analysis and Critical Control Points (HACCP) Program. A summary of each monthly report will be prepared and provided to the Contractor and the State's Deputy Commissioner of Operations or designee. A failing grade will be handled as outlined in in Contract Attachment 3 Liquidated Damages.
- A.27.f. Annually, the State will conduct a comprehensive, unannounced Annual Inspection of the complete food service operation conducted by the Contractor. A passing grade – no Critical Violations – is expected. If any Critical Violations are noted, an immediate corrective action plan must be implemented and a follow-up inspection conducted (if corrections cannot be completed at the time of the inspection). A failing grade will be grounds for assessment of Liquidated Damages as outlined in the last item of Contract Attachment 3 Liquidated Damages.
- A.27.g. A 100% score on State Board of Health inspections and ACA accreditation audits is expected. Non-compliance may incur liquidated damages of not less than \$500.00 for the first occurrence of a violation not corrected within the allowed ten (10) day time period and up to \$10,000.00 for repeated occurrences. A corrective action plan must be implemented immediately. (Contract Attachment 3 Liquidated Damages.)
- A.27.h. Any instance of offender illness suspected to be food-borne will be promptly documented in writing and reported to the warden or designee within 24 hours of occurrence.

A.28. Inspections

- A.28.a. State staff, as assigned by the Deputy Commissioner of Operations or designee, may, at any time, inspect any aspect of the Contractor's food service operations, including, but not limited to, the food or meals, the food storage areas, food preparation and serving areas. The Contractor must provide reasonable assistance for State representatives. In addition, at any time, the State may evaluate meals for caloric values, minimum dietary reference intakes and presentation, and may taste test food products for quality and reject all foods that fail to meet State standards.
- A.28.b. The Contractor further agrees to allow the State access to, and the right of reproduction of, all documents, papers, letters, or other materials made or received by the Contractor in conjunction with this Contract.
- A.28.c. The State shall not reproduce proprietary information, as defined by law, however, the State shall have reasonable access to this information and the information shall be retained by the Contractor in accordance with applicable record and documentation requirements. It is expressly understood and agreed that the Contractor's refusal to comply with this provision shall constitute a breach of contract.
- A.28.d. The contractor will conduct or participate in sanitation and safety inspections in accord with State policy as may be revised.

A.28.e. A passing score on State/federal inspections and ACA accreditation audits is expected. Non-compliance may incur liquidated damages of not less than \$500.00 for the first occurrence of a violation not corrected within the allowed ten (10) day time period. A corrective action plan must be implemented immediately. An additional \$1,000 will be assessed if correction action not implemented within 30 days. A further \$2,000 will be assessed if corrective action is not implemented within 60 days. An additional \$5,000 will be assessed if corrective action is not implemented within 90 days. Liquidated damages for impacting the State's ability to maintain ACA accreditation is covered under Contract Attachment 3 Liquidated Damages.

A.29. Safety

A.29.a. The Contractor must maintain safety measures and practices of Contractor's staff and prisoner workers. This must be accomplished through proper training and supervision. Safety practices will be reviewed during ACA and State inspections. Safety Measures and Practices must be in keeping with State policies # 112.03, #112.04, # 112.05, #112.09, #113.53, # 116.04, #504.05 and # 506.24 as found in Contract Attachment 10.

A.29.b. Contractor must follow all applicable Tennessee Occupational Safety and Health Administration (TOSHA/OSHA) standards in the workplace for Contractor staff and prisoner workers. State Facility Safety **Officers** will conduct unannounced monthly safety inspection and the **Statewide Safety Program Director or designee** will conduct an Annual Safety Inspection. In both cases, all safety practices and training documentation will be reviewed. Any deficiencies will be reported to the Contractor and Deputy Commissioner of Operations or designee. All deficiencies must be corrected within the identified correction date or failure to correct will be handled as outlined in Contract Attachment 3 -- Liquidated Damages.

A.29.c. All cleaning supplies purchased by the Contractor shall meet approved Tennessee Occupational Safety Health Administration (TOSHA) standards. Written corrective action plans will be required if standards are not achieved. Safety Data Sheets (SDS) will accompany all cleaning supplies purchased. The Contractor will be responsible for maintaining the SDS and forward a copy to the institution health and facility safety officer. Compliance with this requirement will be determined by random audit.

A.30. PEST CONTROL

Pest control, for all areas assigned to the Contractor, will be provided/purchased by the State in levels to be determined by the Deputy Commissioner of Operations or designee in keeping with State Policy # 112.06 (and as may be revised). This effort will be coordinated with the Contractor's Food Service Management. The Contractor must ensure that all food items are appropriately stored to reduce the potential for contamination.

A.31. Warehouse

A.31.a. The Contractor shall have complete responsibility for the material management function related to the food service operation. The Contractor may use the State's kitchen and warehouse as storage facilities at each facility. The Contractor is responsible for arranging for storage areas to be secured in accordance with State facility guidelines. In the event the Contractor decides to make use of on-site State warehousing, the Contractor shall check-in their deliveries Monday – Friday during hours of operation to be coordinated with the

facilities' warehouse managers. The State warehouses will be closed for all State and national holidays; the Contractor shall ensure that deliveries are not scheduled on those days. The Contractor shall be responsible for meeting delivery trucks at the State warehouse, checking all deliveries, and completing delivery documentation. The Contractor staff shall be responsible for coordinating with State warehouse staff on the stock transfers in and out of the State warehouse. Stock transfers from the warehouse will be done on an as needed basis.

- A.31.b. The State will provide inmates to assist in unloading and receiving food products shipped to the identified institutional warehouse and/or kitchen. Contractor's staff is responsible for proper receipt and inspection. Inmates assigned to the work program in the food service operation shall not be allowed to go onto loading dock areas or into warehouse areas where food items are stored unless authorized by the Warden.
- A.31.c. Unless approved in writing by the Warden or designee, the Contractor shall not have authority to pull stock from the State warehouse. Material handling equipment owned by State shall not be used by the Contractor until all certifications are met for safe operation in accordance with all Occupational Safety and Health Administration (OSHA) rules and regulations.
- A.31.d. The State will allow use of State-owned equipment currently existing at each facility's warehouse, excluding forklifts, to assist the Contractor with transport and storage of food service items. No new equipment will be purchased by the State for the Contractor's use and the department will not repair department-owned equipment unless repairs are in the best interest of the State. The State will not provide any additional equipment for use in support of the Contract (e.g. carts or other transport equipment). Equipment purchased by the Contractor must meet State functionality, sanitation and security guidelines and shall be owned and maintained by the Contractor at the Contractor's expense. The Contractor shall obtain prior written authorization from State when installing, repairing or replacing any non-State owned food service equipment.

A.32. PREA

The Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal law 42 U.S.C. 15601 et. Seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. All Contractor PREA practices must be in keeping with State policies # 502.06, # 502.06.1, # 502.06.2 and #502.06.3 as may be revised and included in Contract Attachment 10.

A.33. Inmate Labor

- A.33.a. The Contractor shall use inmate labor, provided by the Department, to assist the Contractor in the delivery of food service operations as described herein and in keeping with State policy # 504.04 (as may be revised). The State assumes the full cost of paying inmate labor.
- A.33.b. The Contractor shall be responsible for training inmates in the proper methods of food handling and of equipment operation.
- A.33.c. A comprehensive inmate training program must be developed and implemented by the Contractor prior to the commencement of food service delivery. The curriculum must be approved in writing by the State. The Training Program must provide the following:

1. Proper use and sanitation of food service equipment
2. Sanitation
3. Proper food preparation and handling
4. Inmates who handle dirty/soiled laundry must be properly trained in laundry procedures
5. Biohazard procedures
6. Fire safety

A.33.d. Inmates will not be considered employees of the Contractor for any purposes. Contractor must properly document all inmate training and provide all documentation to the State as requested. All training provided to inmate workers must be documented on the Inmate Worker Safety Training Record. These records must be maintained on site and available for review upon request by the State.

A.33.e. The Department will select and provide sufficient inmate labor for food preparation, serving, sanitation and other activities that the Contractor determines can be appropriately handled by inmate labor for all meals, with the exception of periods of lock down, strikes, or other emergencies. The actual number of inmates used shall be agreed upon by the Warden and Contractor and reviewed or revised as necessary. The Contractor may request the Warden to remove inmate staff from assignment to food service. (NOTE: State policy requires that no inmate be assigned to **any** position that requires them to supervise another inmate.) Inmate labor shall be used in compliance with STATE Policies # 116.11, #117.03, #504.04, #504.04 PCN (15-7), and #504.05 (as may be revised).

A.34. Vocational Training

A.34.a. Inmate training and education is also a mission-critical outcome that State expects this Contract to provide. The Contractor will also develop and implement a vocational training program that provides transferable job skills and work ethic to help prepare inmates for post-release reentry and employment. A certificate of completion for successful participants shall be provided.

A.34.b. The Contractor will develop and implement a vocational training program at all State facilities with fully equipped kitchens at no additional cost to the State. The Contractor must work with the State to develop standards, eligibility criteria and program rules. The Contractor must track the success of the program and must provide quarterly reports to the State related to participation and program successes. All supplies and resources needed to complete the program are the Contractor's responsibility and are included in the meal price.

A.35 GREASE and SWILL REMOVAL

A.35.a. The Contractor shall provide for the removal of all swill (kitchen refuse and garbage) and cleaning the grease traps.

A.35.b. This includes providing any necessary containers for transport of swill from designated sites and the cleaning of all grease traps. Grease traps and grease interceptors shall be inspected frequently and cleaned as often as necessary to retain grease waste. The materials removed in cleaning shall be removed from the premises for disposal and shall not be deposited in the plumbing system or sewage system. The Contractor shall comply with applicable State and local regulations regarding the handling of swill removal and grease trap cleaning and pay for any required licenses and permits governing such work.

A.35.c. The Contractor shall be liable for any penalties or fines associated with regulatory issues regarding swill removal and cleaning of grease traps. Pickup of swill shall be coordinated through the institutional and/or facility security.

- A.35.d. The Contractor shall adhere to recycling processes, such as composting and use of pulpers/hydrating systems to reduce food waste, per the institutions policy (as may be revised).
- A.35.e. Grease and swill removal shall be carried out in keeping with STATE policy # 112.07 and as may be revised.

A.36. EMERGENCIES

A.36.a. Emergency Situation: Extraordinary situations deemed by the Department to warrant a change in normal operations.

- A.36.b. In the event of an emergency, as determined by the Warden of the Institution, the Contractor shall continue to serve meals in compliance with STATE emergency policies, emergency plans/operations and/or as specifically instructed by the Warden or Deputy Commissioner of Operations or designee. Applicable STATE emergency plans will be made available at each Institution and satellite facility and may require the Contractor to alter normal operations and staffing.
- A.36.c. The Contractor must have in place an emergency response plan in keeping with STATE policy # 116.07 (and as may be revised) for providing emergency meals for the following situation(s) and as may be revised: power failure, electrical surges or current fluctuations, forces of nature (e.g. tornado), delays or failures of transportation, equipment shortages, suppliers' failures, fire, and riots. The contingency plan must ensure the provision of contingency meals which meet the basic nutritional requirements. It is expected that the Contractor maintain at least three (3) days' supply of meals on-site at the institution as specified in Section A.5.f , and at least three (3) days' supply of meals nearby where extensive transport would not be required before the meals could be served to inmates.
- A.36.d. The emergency response plan must have prior written approval of the Deputy Commissioner of Operations or designee and Warden or designee at each facility. Any amendments to emergency response plan must be pre-approved by the Deputy Commissioner of Operations or designee. In the event of an emergency, as determined by the Warden or designee, the Contractor must continue to serve meals in compliance with this emergency procedure or as specifically instructed by the Deputy Commissioner of Operations or designee or Warden or designee.
- A.36.e. If the emergency is a result of State's actions (for example, accidental power outage caused by State construction, renovation or facility work), then that cost will be covered by State. Third party, prisoner related emergencies, and lockdowns are the responsibility of State.
- However, if the emergency is determined by the State not to be a result of State's actions, then the cost will be the Contractor responsibility.
- A.36.f. Sack lunches for staff during emergency situations shall be made available upon request of the Warden in the Institution, and will be broken out separately on invoices. Food temperature requirements shall apply to sack lunches. Written documentation authorizing such meals signed by departmental staff will be required with any payment request.

A.37. Transition and Implementation Plan

A.37.a. The Transition and Implementation Plan shall provide for a seamless transition with minimal interruption of the provision of food services to inmates and include a including but not limited to an overall transition and implementation project timeline, individual tasks or deliverables as specified in the timeline, Contractor staff assigned to each task, and State milestone review dates. The transition and implementation plan must provide for a transition of services with minimal disruption to the facilities' operations.

A.37.b. The transition plan shall include but not be limited to the functional areas of communications, human resources and staffing, nutritional and operational support, finance and accounting, information technology, training and development and opening team planning.

A.37.c. The final Transition and Implementation Plan shall require written approval by the State Contract Manager. The transition and implementation plan will be attachments to the contract when the contract is signed. The Contractor shall have the capability to commence implementation of services no later than sixty (60) days after the execution of the Contract.

A.38. Records and Documentation

A.38.a. The Contractor must maintain all records and documentation required to ensure adequate food service operations. The Contractor must maintain complete and accurate record keeping and documentation on site as required by the STATE and the terms of the Contract. Copies of all records and documents must be made available to the STATE upon request. All copying necessary for payment purposes or to meet other terms of the Contract will be at the Contractor expense. All invoices and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor, at the institution, for the duration of the Contract. The Contractor will be considered in violation of the Contract if any records are not available at the time of an audit. All documents must also meet record requirements outlined this section, and in D.11, and be in Microsoft Word, Excel or in pdf format.

A.38.b. Upon expiration or termination of the Contract,

- All documents and records referenced at A.38.c. must be submitted to the STATE. The STATE may request additional documents and records pertaining exclusively to this Contract so long as they are not proprietary or confidential to Contractor.
- All documents, pertaining to the Contract, must be retained by the Contractor at the Contractor's primary place of business for a period of five (5) years as stated in Section D.11. The STATE shall be notified in writing of the location of the Contractor's primary place of business and of any changes thereto during the five-year period. In addition, the STATE shall be notified, in writing, of the date the Contractor will be vacating the institution and shall be allowed to inspect all records and documentation before removal from the institutional site.

A.38.c. The Contractor shall maintain comprehensive records to include but not limited to the following:

1. State production sheets with HACCP information filled out completely on a per meal basis. These records must include the amount of food prepared, the amount of leftovers, and the usage of leftovers.
2. Weekly inventory logs showing the perpetual inventory maintained weekly on all food products in the kitchen with inventory counted by contractor staff at the beginning and end of each calendar month. Inventory records must indicate all receipts for purchases and/or transfers, disbursements and spoilage.
3. The Contractor shall maintain documentation of the actual Standardized Menu served, on a monthly basis, with identification of any menu item changes for the previous month and any substitutions. This documentation shall be completed on Department-approved production forms and maintained by the contractor at the institution in an accessible

- area. Such documentation will be reviewed by the Deputy Commissioner of Operations or designee during routine site visits.
4. The actual Diet Menu served, on a monthly basis, with identification of any menu item changes for the previous month and any substitutions. This documentation must be maintained by the Contractor, at the institution, in an accessible area and will be reviewed by Deputy Commissioner of Operations or designee during routine site visits.
 5. Diet receipts, signed by inmates and staff, indicating receipt of therapeutic diets.
 6. All documentation of food products and supplies received at the facility indicating cost, quantity, vendor and original invoice number.
 7. All records and documents indicating the total meal count with all back-up documents.
 8. All records and documents indicating the number of employees and hours worked by each employee each week.
 9. All County Health Department inspection reports.
 10. A copy of any and all additional inspection reports conducted by any other entity, including State.
 11. Any and all forms, reports, or documentation the State decides are necessary to manage a food service operation or to facilitate the monitoring of the food service Contract.
 12. All State inspection reports.
 13. A copy of any and all additional inspection reports required by the State, ACA, or by local, State, or federal regulations. This must include any and all forms, reports or documentation the State deems necessary to manage a food service operation or facilitate the monitoring of the Contract.
 14. Monthly report for Equipment Expenditures.

A.39. Staff Time Sheet Documentation

The Contractor shall establish use of a time clock or signed time sheets which will be used to substantiate an employee's actual on-site work. At no time shall one person work more than two contiguous shifts. Actual schedules worked and time logs documenting the hours worked each week by each Management and Line staff member, by each institution by kitchen, for the preceding year shall be maintained at the Institution and made available to Deputy Commissioner of Operations or designee upon request.

A.40. Inmate Time Records

The Contractor shall maintain time records for each inmate participating in the food service work program per State policies # 116.11 and #504.04 as found in Contract Attachment 10.

- A.41. The Contractor shall allow the Deputy Commissioner of operations or designee access to review the Contractor staff personnel and employment records.

A.42. QUALITY/DAMAGES

- A.42.a. To maintain and monitor food service operations quality, the Contractor will develop and implement a quality control report format and program that includes, but is not limited to:
- All federal, State, local and State inspection requirements
 - Compliance with relevant ACA standards and State policies
 - A sample meal tray for each meal. The tray will be sampled and evaluated by a State staff member designated by the Warden to ensure adequate quality and temperatures. The tray will be

provided at no cost to State. These evaluations will be sent daily to the Warden or designee and monthly to the Deputy Commissioner of Operations or designee. Poor evaluations or meal deficiencies will be reviewed with the Deputy Commissioner of Operations or designee at the time of the occurrence. The Contractor will be given an opportunity to correct said deficiencies and present corrective procedures. If corrective action is not taken or corrective action is not deemed sufficient or accomplished in a timely manner, the Contractor will be subjected to liquidated damages as outlined in Contract Attachment 3.

- Sample trays – 100% meet quality and temperature standard
 - o Standardized Menu is followed
 - o Tray complete
 - o Portion sizes are correct

A.42.b. The Contractor shall conduct monthly surveys of inmates that represent 25% of the institution's population to determine food preferences, quality of food served and responsiveness to the menu and submit the survey instrument to the Deputy Commissioner of Operations or designee for written State approval. Results shall be summarized and submitted to the Deputy Commissioner of Operations or designee on a monthly basis. No meal should be rated as poor in quality. If less than 80% of the meals are of good quality for two consecutive weeks, a plan of corrective action will be developed and implemented in coordination with the Deputy Commissioner of Operations. Compliance with this requirement is a rating of no less than 90% of all meals prepared and rated good or better. Upon request, special food acceptance studies will be performed by the Contractor when complaints are received. Survey results shall be used in annual evaluation of the Contractor.

A.42.c. The Contractor shall conduct a Plate Waste Study when recommending that a menu item be removed or added to the Standardized Menu. The study should include, but not be limited to the following information:

- Institution
- Date
- Cycle Menu Week/meal
- Food Items served
- Number of inmates/staff served
- Number of inmates/staff who refused the item at point of service
- Number of inmates/staff who took the item and ate part of it
- Number of inmates/staff who took the item but ate none of it

A.42.d. The Contractor shall furnish a written quality control report, plan and manual for each institution for written approval by the State, designed to maintain a consistent level of high quality service. The quality control manual must reflect a formalized, internal inspection report format, providing daily, weekly, and monthly inspections.

A.42.e. The Contractor will submit a monthly quality control report to the Warden and the Deputy Commissioner of Operations or designee detailing the Contractor's compliance with the provisions of the Contract.

A.42.f. STATE staff as assigned by the Deputy Commissioner of Operations or designee may at any time inspect any aspect of the Contractor's food service operations, including, but not limited to, the food or meals, the food storage areas, food preparation and serving areas. In addition, at any time, the Department may evaluate meals for caloric values, minimum dietary

reference intakes and presentation, and may taste test food products for quality and reject all foods that fail to meet Department standards.

A.43. Invoice Auditing

State staff will audit contractor invoices with supporting documentation, as determined by the State.. Each invoice will be audited to ensure that inventory and production records support that meals were prepared in accordance with Standardized Menu requirements.

A.44. Office Equipment, Phone Lines, and Technology

A.44.a. The State shall provide office space and furniture for use by the Contractor in each Institution's kitchen area. The State shall not furnish services of support (e.g., support staff, secretarial, or clerical support) to the Contractor. The State shall provide local telephone service, but the Contractor shall be responsible for all long distance telephone costs. The Contractor shall be responsible for providing all program staff office supplies (other than furniture) including computers, software, printers, copy machines, and copy paper. It shall be the responsibility of the Contractor to provide computer technology. Each institutional food service area shall have email capabilities, as well as compatible software in order to read and use all State programs.

A.44.b. No part of the Contractor equipment, including computers, software, printers, copy machines, or any other electronic device or office supplies, shall be connected to the State of Tennessee Network. The Contractor staff, when authorized by the State, may be required to access certain State applications. The State will provide computer access at each specified location that the Contractor staff will use to access State applications. The Contractor must provide their staff email capabilities and access to email within each institutional food service area, as well as compatible software in order to read State-originated information.

A.44.c. Contractor staff may not possess cell phones in a State facility.

A.44.d. Computers, telephones, and other technologies must be secured to prevent inmate access or use in accordance with State of Tennessee requirements.

A.45. Inmate Complaints and Grievances - DAMAGES

A.45.a. Inmates and juveniles have the opportunity to file grievances about any aspect of their incarceration, including food service. The food service manager shall answer inmate grievances concerning food service in coordination with the facility's Grievance Chairperson and TDOC grievance policy #501.01 , V1 Procedures: C 1-3.

A.45.b. If eighty percent or more of food service grievances are upheld the Contractor shall be in breach of the Contract.

A.45.c. If more than 5% of the total prisoner population files food services grievances in a period of one month and these grievances are upheld, the Contractor will be subjected to Liquidated Damages as outlined in Contract Attachment 3.

Equipment

A.46 CURRENT EQUIPMENT

- A.46.a. Equipment failure does not discharge the Contractor from its contractual requirements.
- A.46.b. The State will allow the Contractor to use the Department's food service equipment currently in place at each kitchen as specified in section A.31.d. The State and the Contractor will jointly inventory and create an inventory list of all State-owned food service equipment on execution of a contract resulting from this RFP.
- A.46.c. The Contractor shall be responsible for ensuring that equipment provided by the Department is correctly operated and cleaned in strict accordance with the manufacturers' operating manuals. It is the Contractor's responsibility to have the operating manuals on hand at each kitchen. The Contractor shall correctly operate, clean and maintain the kitchen equipment to minimize any abuse to the equipment. In the event the State determines that equipment has been damaged or abused due to the lack of adequate Contractor oversight or other negligence, the Contractor shall be liable for repair and/or replacement of the equipment.
- A.46.d. If during the term of this contract the Contractor provides equipment at any State facility for food preparation, the equipment becomes the property of the State at the termination of the contract.

A.47. Equipment Repair

- A.47.a. The State will be responsible for routine maintenance, repair and replacement (including installation) of State-owned equipment. The Contractor shall submit in writing, to the Institutional Warden or designee, all requests for repair of Department-owned equipment in a timely manner.
- A.47.b. Any repair required due to damage to existing utilities, equipment or finished surfaces caused by the Contractor's performance of duties specified in this contract shall be repaired to the State's satisfaction at the Contractor's expense.
- A.47.c. The Contractor may utilize State on-site maintenance staff to repair the Equipment utilizing the following process. The Contractor will request in writing, through the Institutional Warden or designee, an equipment repair utilizing facility maintenance staff. If the facility maintenance staff is not available to perform the repair, the Contractor will then make arrangements with an outside contractor to complete the repair. If the repair is done by facility maintenance staff, the Physical Plant Superintendent will notify the Contractor of the needed parts and the Contractor will be responsible for purchasing the parts and having them shipped to the facility to be installed by the facility maintenance staff. The cost of the parts and shipping necessary to complete the repair will be paid by the State. The cost of the State facility staff will not be charged to the Contractor. If the repair is completed by an outside contractor, the entire cost of the repair will be paid by the State.
- A.47.d. All Contractor preventative maintenance, repair and replacement personnel must be pre-approved by the Warden or designee.

- A.47.e. The Contractor and the State agree to utilize a dispute resolution process when a repair or replacement is due to negligence on either party, and the parties do not agree on who is the responsible party.

A.48. Physical Plant

- A.48. The State will maintain and repair the physical plant in areas assigned to the Contractor, including painting, sewer and water lines including power lines, HVAC equipment, lights, damaged floors, walls, ceilings, doors, and windows. State will provide all utilities necessary for the performance of the food service operations, as determined by the Department. State will provide all utilities for the performance of the food service operations as determined necessary by the State. The Contractor must operate the facility in an energy-efficient manner. The State will maintain fixtures in areas assigned to the Contractor, such as freezers, coolers, hood systems, etc. The State will notify the Contractor when it is determined that replacement or repair costs to the physical plant areas were caused by Contractor's destruction of property, Contractor's sole negligence, or the Contractor's failure to provide adequate oversight of prisoner labor. The State and the Contractor will meet to discuss the physical plant repair or replacement due to negligence and the State will then submit an invoice to the Contractor detailing the labor and parts necessary to complete the physical plant repair or replacement. The Contractor will pay the invoice within 30 days of receipt of the invoice.

A.49. CONTRACT TERMINATION

- A.49.a. At the termination of the Contract, all inventoried equipment shall be returned to the State in good working order, reasonable wear excepted. The Contractor shall notify the Facilities, Planning and Construction Division when any piece of equipment becomes non-operable and shall submit a written work order to the Warden or designee within twenty-four hours of equipment becoming non-operable.
- A.49.b. To the extent the Contractor purchases additional equipment outside of the Equipment Funds, upon expiration or termination of the Contract, the STATE will have the option to acquire Contractor's additional equipment at fair market value, as agreed to by the Contractor and State.

A.50. DRUG FREE WORKPLACE

The Contractor's employees assigned to this contract will be subject to a pre-employment drug screening processed by the Contractor. All contract personnel shall be subject to a post-incident drug testing and testing where reasonable suspicion exists that the terms of this clause have been violated. In addition, Contractor's employees assigned to this contract, who work in correctional facilities or with offenders, will be subject to random urinalysis testing. All required drug testing shall be paid for by the Contractor.

The Contractor shall enforce the mandate of a drug-free environment as outlined in State policy # 302.12 as included in Contract Attachment 10 and as may be revised; i.e., Contractor employees will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way while working on State property. Prescription and over-the-counter medications must be secured in a locked environment. Failure to comply may result in termination of any Contract award.

Employee drug test results, along with proof of consent, must be maintained in the Contractor's employee file. Random drug and alcohol screening must be completed by the Contractor for 2%

of employees working at State on a monthly basis. Contractor must confirm with the Deputy Commissioner of Operations or designee that each employee tested has passed, and Contractor must maintain the results of such testing in each individual employee's file. Any employee with a confirmed positive result from any drug or alcohol test will not be permitted to work under this Contract.

The Contractor shall implement and maintain the drug free workforce plan contained in its proposal.

A.51. SEXUAL HARASSMENT

The Contractor shall enforce State policy #302.05 as included in Contract Attachment 10 and as may be revised and reporting mechanisms to maintain an environment free from sexual harassment. Sexual harassment is a serious offense and will not be condoned or tolerated.

A.52. TOBACCO-FREE WORKPLACE

The State is a tobacco-free workplace as outlined in State Policy # 112.11 as included in Contract Attachment 10 and as may be revised.

A.53. CONTRACT MONITORING

A.53.a. The Contractor is required to meet the performance measures in Contract Attachment 3, Liquidated Damages. To evaluate and assess that all standards are being met and that the Contractor is in full compliance with the Contractor's proposal and this contractual agreement, STATE shall provide contract monitors. The Contractor's activities shall be subject to monitoring and evaluation by the monitors in accordance with section below of this contract. The Contractor shall cooperate fully with the contract monitors and ensure that the monitors have full access to all corporate files including, but not limited to, personnel records, payroll records, licensure certification, employee evaluations, billing, or other outside invoices, or any other contract entered into by the Contractor for purposes of carrying out the requirements of the contract. This method of review and reporting shall be ongoing, comprehensive, and expeditious.

A.53.b. The contract monitors shall report to the Deputy Commissioner of Operations or designee.

A.53.c. The designated contract monitor(s) shall have access to the Contractor's facilities and records to perform contract oversight activities, which include, but are not limited to, the following tasks:

- Maintain a contract management file;
- Serve as the liaison between the department and the contractor;
- Verify receipt of deliverables from the contractor;
- Evaluate the contractor's performance;
- Submit requests to the Chief Financial Officer and contract administrator to process all amendments, renewals and terminations of this contract; and
- Evaluate contractor performance upon completion of the initial contract term and prior to any renewals. This evaluation will be placed on file and will be considered in determining whether to renew the contract, if applicable, and/or if the contract is subsequently used as a reference in future procurements
- Review of all files, records, and reports pertinent to the provision of food services.
- Review of food service levels, and administrative practices as specified in the contract.
- Review the Contractor's documentation to ensure compliance with contractual obligations.
- Review of the Contractor's Personnel Work Schedules, Time Sheets, Personnel Records, and Wage Forms to ensure compliance with staffing levels and contractual obligations

A.53.d. Monitoring Performance Outcomes and Standards

A.53.d.1. The Department's Deputy Commissioner of Operations or designee will monitor the Contractor's service delivery monthly to determine if the Contractor has achieved the required level of performance for each Performance Outcome and Standard identified in Contract Attachment 3, Liquidated Damages. Liquidated Damages shall be assessed as specified beginning the second month after services have been implemented.

A.53.d.2. A quarterly Institutional Food Service Report prepared by the Contractor for each facility. Frequency of monitoring is at the discretion of the Deputy Commissioner of Operations or designee, with satisfactorily functioning programs being monitored less frequently. The report will be submitted to the Deputy Commissioner of Operations or designee for review by the 15th of the month after the quarter ends. The report will document activities in the following categories:

1. Standardized Menu compliance
2. Menu item substitutions
3. Use of the daily census count for exact billing
4. Separate and exact calculation of staff and guest meals
5. Counts of actual meals served, by type and location
6. Meal evaluations by staff and inmates
7. Menu shortages
8. Line delays of 10 minutes or longer
9. Use of leftovers
10. Temperature checks (no-notice, serving line, and transport boxes)
11. Portion control
12. Equipment needs and repairs
13. Inmate training programs
14. Monthly quality control report
15. Sanitation inspections
16. Staffing patterns
17. Staff training
18. Inmate and juvenile Grievance issues and concerns
 - a. Less than 20% are upheld (per quarter per facility)
 - b. No more than 5% of population at an institution files a grievance in a month
19. Meal quality survey
20. A copy of any and all additional inspection reports required by the State, ACA, or by local, State, or federal regulations. This must include any and all forms, reports or documentation the State deems necessary to manage a food service operation or facilitate the monitoring of the Contract.
21. Any and all forms, reports, or documentation the Department decides are necessary to manage a food service operation or to facilitate the monitoring of the food service Contract.
22. Safety inspections, audits, and ACA audits score 100%

A.53.e. The State will develop monitoring tools to use to review Contractor performance. Such monitoring may include, but is not limited to, both announced and unannounced site visits.

A.53.f. The Contract Monitor(s) will provide an oral exit report at termination of the monitoring visits and a written monitoring report to the Contractor within three weeks of the monitoring. Non-compliance issues identified by the Deputy Commissioner of Operations or designee will be identified in detail to provide opportunity for correction, where feasible.

- A.53.g. Within ten (10) days of receipt of the Department's monitoring report, (which may be transmitted by e-mail), the Contractor shall provide a written Corrective Action Plan (CAP) to the Deputy Commissioner of Operations or designee (e-mail acceptable) in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Such time frames for compliance shall not exceed thirty (30) days, from the date of receipt of the monitoring report by the Contractor, unless specifically agreed upon in writing by the State. CAPs that do not contain all information required shall be rejected by the Department in writing (e-mail acceptable). The Contractor shall have five (5) days from the receipt of the written rejection to submit a revised CAP. This will not increase the time for compliance and correction of the noted deficiencies. All noted deficiencies shall be corrected within the time frames identified or the State will impose liquidated damages in accordance with Contract Attachment 3. The Deputy Commissioner of Operations or designee may conduct follow-up monitoring reviews at any time to determine compliance based upon the submitted CAP.
- A.53.h. The STATE reserves the right for any staff to make scheduled or unscheduled, announced or unannounced monitoring visits.
- A.53.i. During follow-up monitoring, any noted failure by the Contractor to correct deficiencies for other contract requirement violations identified in the monitoring report within the time frame specified in the CAP shall result in application of Liquidated Damages as specified in Contract Attachment 3.
- A.53.j. Contract Monitors shall utilize Contract Attachment 5 as may be updated from time to time, for the annual review. The Contractor must provide all records specified in the instrument for the annual review.
- A.54. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty general offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

- A.55. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30)

days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

- A.56. The Contractor shall inventory, purchase and utilize raw and processed food product inventory and stock currently in warehouses of both the Procuring State agency and the State agency providing Standardized Menu Services at the time of contract execution. The Contractor shall have the option to assume long-term supplier obligations such as futures of the State agency providing Standardized Menu Services at the time of contract execution.
- A.57. The Contractor shall immediately notify the State in writing if during the term of the contract if the Contractor is purchased by or merged with another corporate entity, undergoes a name change, or experiences any other changes to its corporate standing/ rules/procedures.
- A.58. The Contractor shall reimburse any rebates obtained to the State.

State Responsibilities

- A.59. The STATE will provide inmate counts by facility to the Contractor's designated representative on a weekly basis.
- A.60. The State will advise the Contractor's designated representative of all changes in State policy that may affect Contractor performance of duties as outlined in the contract AND may require training of Contractor staff.
- A.61. The State shall respond in a timely manner to Contractor requests for written approvals.
- A.62. The State shall perform an unannounced Annual Inspection (A.27.f).
- A.63. The State shall provide contract monitors (A.53.) to monitor and oversee Contractor performance of duties as specified in this contract scope of services.
- A.64. The State shall review all meal trays presented by the Contractor for approval and provide consent for meals to be served to inmates (A.42.a).
- A.65. The State shall indicate to the Contractor the schedule for meal service at each State facility or location (A.2.1.b).
- A.66. The State will advise the Contractor's Food Services Manager of impending ACA accreditation tours at facilities where the Contractor is providing Food Services.(A.27.g and A.28.e)
- A.67. The State's responsibilities concerning equipment repairs and maintenance are outlined in section A.47.
- A.68.** A glossary of terms common to State correctional operations and which may be part of food service operations and transition planning is included as Contract Attachment 8. The terms are found within the contract itself and throughout RFP 32901-31294. Glossary terms may be added to or removed from the glossary as part of an RFP amendment as the State deems necessary.

B. TERM OF CONTRACT:

This Contract shall be effective on **Date** ("Effective Date") and extend for a period of sixty (60) **months** after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **Written Dollar Amount (\$Number)** ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
 - a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Contractor shall be compensated based upon the following payment methodology:

Cost Item Description	Cost				
	Year 1	Year 2	Year 3	Year 4	Year 5
Blended per meal rate	\$ / per meal				

- C.3.c. Should employees decline the Contractor's job offer and remain State employees, the amount billed to the State per month will be reduced by 140% of those employee's salaries as listed in Attachments Six and Seven. This reflects employee's base salary plus estimated benefits.
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

320 Sixth Avenue North
Nashville TN 37243

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
 - (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State);
 - (4) Customer account name: Tennessee Department of Correction Fiscal Services
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6) Contractor name;
 - (7) Contractor Tennessee Edison registration ID number;
 - (8) Contractor contact for invoice questions (name, phone, or email);
 - (9) Contractor remittance address;

- (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
- (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
- (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
- (13) Amount due for each compensable unit of good or service; and
- (14) Total amount due for the invoice period.

b. Contractor's invoices shall:

- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
- (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
- (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
- (4) Include shipping or delivery charges only as authorized in this Contract.

c. Invoices will be broken down by each institution:

- Number of regular meals served
- Number of non-standard meals served, by type (e.g., religious, therapeutic)
- Number of staff meals served
- Number of visitor meals served

d. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State 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 State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the

Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as Stated below or any other address provided in writing by a Party.

The State:

Jane Amonett, Director of Food Services
Tennessee Department of Correction
320 Sixth Avenue North
Nashville TN 37243
Jane.Amonett@tn.gov
Telephone # (615) 253-8156

The Contractor:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
Telephone # Number
FAX # Number

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation 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 under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. 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 handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or State law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) 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 State, the Comptroller of the Treasury, or their duly appointed representatives. The financial Statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, 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 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.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party 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 are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee 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, 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 State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a

government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System (“TCRS”), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of “employee/employer” and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their 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 or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force

Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

- D.25. State and Federal Compliance. The Contractor shall comply with all applicable State and federal laws and regulations in the performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the State or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below) which includes Attachments 1 through 10;
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and,
 - f. the Contractor's response seeking this Contract.
- D.31. Insurance. Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number or

federal employer identification number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.

All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars (\$50,000) must be approved by the State. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements. The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

a. Commercial General Liability Insurance

- 1) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 2) The Contractor shall maintain bodily injury/property damage with a combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage,

including products and completed operations coverage with an aggregate limit of at least two million dollars (\$2,000,000).

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers' compensation and employer liability insurance in the amounts required by appropriate State statutes; or
 - ii. In an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employees fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a State or local government; or
 - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable State and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under State or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents

of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under State or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable State and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

- E.3. Reimbursement.** This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Any goods, materials, supplies, equipment or contracted services procured by Contractor under this Contract shall be procured on a competitive basis when practicable. The Contractor shall maintain documentation supporting Contractor's request for reimbursement. In each instance where it is determined that use of a competitive procurement method was not practicable, Contractor shall seek approval of the Commissioner or Designee to procure by non-competitive procurement as a condition for reimbursement.
- E.4. State 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 State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.
- E.5. Environmental Tobacco Smoke.** Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.6. Lobbying.** The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- E.7. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFP 32901-31294 (Attachment 2) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the required form and substance.

- E.8. Performance Bond. The Contractor shall provide to the State a performance bond guaranteeing full and faithful performance of all undertakings and obligations under this Contract, specifically faithful performance of the work in accordance with the plans, specifications, and contract documents. The performance bond shall be in an amount equal to one hundred percent (100%) of the Maximum Liability, **Written Dollar Amount** (\$ written number). The State reserves the right to review the bond amount and bonding requirements at any time during the Term. The Contractor shall submit the bond no later than the day immediately preceding the Effective Date and in the manner and form prescribed by the State at Attachment 4. The bond shall be issued by a company licensed to issue such a bond in the State of Tennessee. The performance bond shall guarantee full and faithful performance of all undertakings and obligations for the Term, as the Contract is extended or renewed.

Failure to provide to the State the performance bond(s) as required under this Contract may result in this Contract being terminated by the State. The performance bond required under this Contract shall not be reduced during the Term without the State of Tennessee Central Procurement Office's prior written approval.

- E.9. Liquidated Damages. If any of the events specified in Attachment 3 occur ("Liquidated Damages Event"), the State may assess damages on Contractor ("Liquidated Damages"). The State 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 Contractor's failure to fulfill its obligations regarding the Liquidated Damages Event as these amounts are likely to be uncertain and not easily proven. Contractor has carefully reviewed the Liquidated Damages contained in Attachment 3 and agrees that these amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of a Liquidated Damages Event, and are a reasonable estimate of the damages that would occur from a Liquidated Damages Event. The Parties agree that the Liquidated Damages represent solely the damages and injuries sustained by the State 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 Damages are in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or any other sections of this Contract.

The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity.

- E.10. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the

State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.

- E.11. Unencumbered Personnel.** The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.
- E.12. Personally Identifiable Information.** While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify and/or procure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law.

- E.13 Survival.** The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

Tennessee Department of Correction:

Derrick D. Schofield, Commissioner

DATE

ATTACHMENT 1**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

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

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

Attachment 2

(Company Letterhead/Logo)

To: Mr./Ms. Name of State agency contact
State of Tennessee
Department
Address

Date:

Mr./Mrs.(Agency Contact),

(COMPANY NAME) is committed to achieving or surpassing the Stated goal of (SPECIFY PERCENTAGE) spend with certified diversity business enterprise firms on the State of Tennessee (RFP # and Title) and (Edison contract # to be assigned).

Diversity businesses are defined as those that are:

- 1. Owned by a person or persons of ethnic minority, or female gender, or service-disabled veterans, or are which are small businesses as defined by the State of Tennessee's Governor's Office of Diversity Business Enterprise (Go-DBE); and
2. Certified as a minority, woman owned, service-disabled veteran owned or small business enterprise or MBE, WBE, SDVBE or SBE by Go-DBE.

We confirm our commitment of (SPECIFY PERCENTAGE) participation on the State of Tennessee contract by using the following diversity businesses:

- (i) Name and ownership characteristics (i.e., ethnicity, sex, disability) of anticipated diversity subcontractors and suppliers: (Use separate attachment if needed)
(ii) Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers): _____%.
(iii) Description of anticipated services to be performed by diversity subcontractors and suppliers:

Further, we commit to:

- 1. Using applicable reporting tools that allow the Governor's Office of Diversity Business Enterprise to track and report purchases and/or payments to businesses owned by minority, women, service-disabled veterans and small businesses.
2. Reporting quarterly to the Go-DBE office the dollars paid to certified diversity businesses owned by minority, women, service-disabled veterans and small business accomplished under contract # (Edison number to be assigned).

(COMPANY NAME) is committed to working with the Governor's Office of Diversity Business Enterprise office to accomplish this goal.

Regards,

(Company authority – signature and title)

Attachment 3 – Liquidated Damages*

Damage	Assessment
Contractor Staff that does not satisfactorily complete STATE required agency directed training for new employees within 30 days of hire as specified in contract section A.16	\$1,000 per staff member per incident. An additional \$1,000 will be added for each 30 day period in which training is not completed.
Contractor staff that does not satisfactorily complete all required STATE or Contractor quarterly or Annual Training within 30 days of required training date as specified in contract section A.17.	\$1,000 per staff member per incident. An additional \$1,000 will be added for each 30 day period in which training is not completed.
Failure of Contractor staff to maintain individual and enterprise credentials, certifications, impacting STATE ability to maintain accreditations (ex. ACA) as specified in contract section A.5.d. and A.27.g.	\$1,000 per staff member per incident. An additional \$1,000 will be added for each 30 day period in which training is not completed.
Contractor shall have replacement staff to fill staff vacancies hired and ready for new employee orientation within 72 hours of vacancy. Vacancies without replacement staff ready for orientation beyond the 72 hour timeframe for filling and maintaining minimum staffing pattern as specified in contract section A. 19.	\$500 per day after 72 hours until position filled
Contractor shall have replacement staff to fill registered dietician vacancies hired and ready for new employee orientation within 72 hours of vacancy. Registered Dietician vacancy beyond 72 hours as specified in contract section A. 19.	\$500 per day after 72 hours until vacancy filled
Contractor failure to complete and submit contract-required reports as specified in the contract including but not limited to section A.13.	\$100 per incident, per day late
Contractor failure to document and request in writing food substitutions, specified by contract as specified in contract section A. 38.c.	\$5,000 per incident
Contractor willful and negligent failure to comply with local, STATE, federal, ACA and all other applicable standards, orders, rules, policies as specified in contract section A.15.a.	\$500 per day per standard, rule, order or policy not complied with.
Contractor failure to achieve acceptable level for sanitation report as specified by STATE policies and contract as specified in contract section A. 28.	\$5,000 per incident per day until minimum satisfactory level achieved
Contractor failure to achieve 100 % for health department and ACA accreditation audit inspections as specified in contract sections A.28.e.	\$500 per day until 100 % achieved.
Contractor failure to pass weekly inspections with no Critical Violations as specified in section A.28.d.	\$1,000 per incident
Contractor failure to pass monthly review by Deputy Commissioner of Operations of weekly inspection reports as outlined in section A. 27.e	\$1,000 per incident
Contractor failure to properly document and report food borne illness instances as specified by STATE policy and contract as specified in contract sections A.15.b.	\$1,000 per incident
Contractor failure to properly document and report lost key instances as specified by STATE policy and contract as specified in contract section A. 26.d.	\$10,000 per day per incident
Contractor failure to properly document and report security issues as specified by STATE policy and contract as specified in contract section A. 25.b.	\$10,000 per day per incident
Contractor failure to document therapeutic meals served and	\$500 per incident

submit to STATE Medical Department as specified in contract section A.6.b.1	
Contractor failure to prepare sample tray for warden or designee for inspection before meal is served as specified in Section A. 42.	\$500 per incident
Contractor failure to provide dining room security as specified in contract section A. 26.a.	\$1,000 per incident per day until satisfactory level achieved
Contractor failure to prepare adequate meal quantities to feed inmates, staff and visitors as specified in contract sections A.13.d.1.e and A.14.	\$2,500 per occurrence
Contractor failure to provide written Corrective Action Plan as required in contract section A.53.g	\$1,000 per day late until provided and executed
Contractor failure to provide and execute Monitoring report follow-up as required in contract section A.53.g.	\$1,000 per day late until provided and executed
Contractor failure to report any incident requiring investigation in writing to the Deputy Commissioner of Operations or designee within 24 hours of the contractor knowledge of the incident as outlined in contract section A.24.c.	\$10,000 per occurrence
Inmate grievances over thresholds as outlined in contract section A.45.	\$1,000 for any month in which inmate grievances exceed thresholds.
Critical violations found during comprehensive, unannounced Annual Inspection conducted by the State as outlined in contract section A. 27.f.	\$1,000 per day until corrected per critical violation found in the Annual Inspection.

*Liquidated Damages are only assessed on occurrences within Contractor Control as determined by the State.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor name
Contractor address
Contractor telephone

(hereinafter called the “Principal”), whose principal business address and telephone number is as Stated above; and

Surety name
Surety address
Surety telephone

(hereinafter called the “Surety”), whose principal address and telephone number is as Stated above, a surety insurer chartered and existing under the laws of the State of **State name** and authorized to do business in the State of Tennessee;

are held and firmly bound unto the State of Tennessee Department of General Services Central Procurement Office (“State”), whose principal address is 312 Rosa L. Parks Avenue, 3rd Floor, Nashville, TN 37243, and whose principal telephone number is 615-741-1035 in the penal sum of **written amount** (\$ **number**) for payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with State for **solicitation name** (Solicitation No. #) (the “Contract”) in accordance with the scope of services and deliverables (the “Scope”) set forth in Section **reference** of the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays State any and all losses, damages, costs and attorneys’ fees, including appellate proceedings, that State sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by State; and
3. Performs, to the satisfaction of State the Scope under the Contract for the time specified in the Contract;

then this bond is void; otherwise it remains in full force.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to in the Contract shall in anyway affect its obligation under this bond. The Surety waives notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the Scope.

It is expressly understood the time provision under Tenn. Code Ann. § 12-3-502 shall apply to this bond. Bond must be received within fourteen (14) calendar days of receipt of request by the State or a Delegated State Agency.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument this _____ day of _____, 20____, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
In the presence of:

PRINCIPAL:

Contractor name

By: _____
(Contractor's authorized signatory)

(Printed name and title)

STATE OF TENNESSEE

COUNTY OF _____

On this _____ day of _____, 20 _____, before me personally appeared _____, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

Notary Public
Printed Name: _____
Commission Expires:

Signed, sealed and delivered
In the presence of:

SURETY:

Surety name

By: _____

(Surety's authorized signatory)

(Printed name and title)

STATE OF TENNESSEE

COUNTY OF _____

On this _____ day of _____, 20 _____, before me personally appeared _____, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

Notary Public

Printed Name: _____

Commission Expires:

Annual Review Instrument (Separate Document)

ProForma
Attachment 6

Food Service Staff Positions (separate document)

This is a placeholder for the Food Service Staff Positions, which will be inserted prior to Contract Approval.

ProForma Attachment 7
Cook Chill Staff Positions (separate document)

This is a placeholder for the Cook Chill Staff Positions, which will be inserted prior to Contract Approval.

Attachment 8 – Glossary

ACA Accreditation Audit Inspection – an inspection that is conducted every 3 years by an ACA inspection team that is measuring an institution’s performance by ACA standards.

Adequate Relief Staff – the substitution of one employee for another on a fixed post requiring continuous coverage in order to accommodate the regular days off (RDO), annual leave (AL), sick leave (SL), training assignment (TA), or administrative leave (ADL) of the regularly assigned employee.

Ad-hoc reports – non reoccurring reports or extracts

American Correctional Association (ACA) – the accreditation body for correctional, jail and detention facilities. It develops standards for all areas of corrections and implements a system for accreditation for correctional programs, facilities and agencies based on these standards. Also, it supports laws and administrative procedures to safeguard the rights of corrections workers, victims, and offenders in the adult and juvenile correctional process.

Annual Inspection – a detailed observation and written evaluation of the appearance, physical condition, and overall operation of each unit since the previous inspection.

Annual Safety Inspection – a safety inspection conducted annually by the Statewide Safety Program Director or designee.

Annual Training – a Departmental requirement for staff and contract employees to attend annually at the training academy or elsewhere designated.

ANSI - the American National Standards Institute, an organization that oversees the creation, promulgation, and use of thousands of norms and guidelines that directly impact businesses in nearly every sector.

Associate Warden – the administrative staff member who is responsible for specific operational areas as designated by the Warden.

Associate Warden of Security – the administrative staff member who is responsible for security operations as designated by the Warden.

Blended Per Meal Rate – the rate of a meal that includes all additional items specified by contract

Bulk Feeding Method – quantity food preparation and service

Call outs – the process for inmates being called out to attend an appointment, i.e. medical, pills, etc., education, work assignments etc.

Chief Financial Officer – is responsible for the management and oversight of the Department’s annual budget.

Classification – the continuous process of assessing an inmate’s supervision and program needs to implement appropriate custody, supervision, and program assignments within the scope of TDOC resources and inmate cooperation.

Code Situation – a standard use of emergency codes used to identify situations that require an immediate response from assigned staff within the facility (fire, medical, security,)

Commissioner - the Commissioner of the Tennessee Department of Correction along with Deputies or Assistants as enumerated in the Contract.

Common Fare Approach – An appropriate religious diet for offenders whose religious dietary needs cannot be met by the Standardized Menu; the Common Fare Menu (CFM) meets or exceeds minimum daily nutritional requirements.

Community Supervision – is the Department’s section that supervises felony offenders who are released to parole by the Board of Parole and those sentenced by a court to probation supervision or Community Correction.

Compliance – the rating applied when a requirement is met at least 95% of the time during the inspection period. Any variance from this percentage must be approved by the team leader.

Confinement / Infirmary Meals – meals served in segregation or health services

Contingency Menu – A 72-hour inventory of shelf-stable meals to be kept on site at each facility and ready to be fed to inmates in the event of an emergency prohibiting regular food delivery and service as specified in the contract.

Contraband – To have, own, gain, or maintain control of item(s) which are either prohibited or not specifically authorized by departmental or institutional policy. Any such item(s) found in the possession individuals can lead to prosecution in a court of law.

Contract - this document, together with all written attachments, exhibits, amendments and modifications. The word “Agreement” also means this document, together with all written attachments, exhibits, amendments and modifications.

Contractor – The organizational entity serving as the primary Contractor with whom a contract will be executed. The term Contractor shall include all employees, subcontracts, agents, volunteers, and anyone acting on behalf of, in the interest of, or for the Contractor

Contractor Staff – individuals that are employed by the contractor

Contractor Staff Uniforms – uniforms provided by the contractor that do not resemble those of the Department’s correctional officers, other law enforcement entities or an inmate.

Contractor's Food Service Manager – individuals employed by the contractor to perform the duties and task of a food service manager.

Correctional Offender Management Electronic Tracking (COMET) - is the Commercial Off-The-Shelf (COTS) software application, and TOMIS replacement, which enables TDOC to effectively manage Offenders by utilizing current technologies; guided by the Correctional Technology Association's (CTA) standards and best practices.

Corrections Corporation of America (CCA) – Contractor that manages three TDOC facilities – South Central Correctional Facility, Hardeman County Correctional Facility and Whiteville Correctional Facility. CCA will manage a facility in Trousdale County beginning in early 2016.

Criminal Conviction – is the outcome of a criminal prosecution which concludes in a judgment that the defendant is guilty of the crime charged.

Criminal History Record Check – is a search of public records using the fingerprints of an applicant for criminal offenses such as felonies, misdemeanors, and DUIs. Could include offense type and date, court name, case number, outcome of the charges, and more.

Critical Violations – are those which, if not corrected, are more than likely to directly contribute to food contamination, illness or environmental degradation.

Culinary Arts – a vocational training which follows a curriculum approved by the Tennessee Department of Education and provides a Department of Education certificate upon graduation. A select number of vocational programs also offer certification through the Department of Labor and Apprenticeships.

Custom Reports – reports requested by an individual for a specific reason which may or may not be reoccurring.

Daily Population Count – the strict visible accounting of a number of inmates at a given place and time. Counts are usually conducted by requiring all inmates to be physically present in their assigned area. Inmate identification is normally necessary only in instances where the count is incorrect.

Days - mean calendar days unless otherwise stated in the Contract Section

Defect - means a condition in the product which does not meet requirements or end-user expectations (which may not be specified but are reasonable)

Deliverables - mean the set of products to be delivered to the State by the Contractor to fulfill the terms of this Contract

Department - the Tennessee Department of Correction

Deputy Commissioner of Operations – is responsible for the oversight of Inmate Classification, Facilities Planning and Construction, Information Technology and Maintenance for all facilities, as well as statewide inmate transportation.

Deputy Commissioner of Operations' designee –the administrative staff member who is responsible for specific areas as designated by the Deputy Commissioner of Operations.

Dietary Reference Intakes (DRI) – Minimal recommended nutritional guidelines for adults as published by the Institute of Medicine of the National Academies. Successor to RDA

Diet Receipts – TDOC Therapeutic Diet Order-CR1798 must be filed signed and dated by the inmate

Emergency Meals – Level 1 Emergency and Level 11 Emergency Meals

Emergency Response Plan – an Institutional plan developed to maximize TDOC resources necessary to recapture escapee(s) and to address the requirements of the Governor's Prison Escape Plan (GPEP) Emergency Situation – extraordinary situations deemed by the Department to warrant a change in normal operations.

Emergency Situation – extraordinary situations deemed by the Department to warrant a change in normal operations.

Emergent Situation – calling for prompt or urgent action

Employee Transition Process – the process by which current / former state employees involved in the Department's food service operations transition to the contractor.

Equipment Funds – Funds designated for equipment maintenance and repair.

Escape – having fled or absconded from the confines of an institution, its properties, authorized work location, and/or the supervision of employees to whom the inmate(s) is officially assigned. This includes failure to return from pass/furlough.

Facilities, Planning and Construction – a division within the Operation section of TDOC responsible for the planning and construction activities of the Department.

Facility – means a place, institution, building, set of buildings, structure, or area that is used by an agency for the confinement of individuals.

Facility Control Center (Central Control) – the central point of all control activity for a prison, i.e. the opening/ closing of doors and gates, the monitoring of doors and gates, etc.

Facility Point of Contact – an individual who is designated by the Warden at a facility

Failing Grade - a grade assigned to an inspection/audit that has been completed utilizing the Food Service inspection instrument by the Department or a state/federal inspection or an ACA accreditation audit.

Finger Food –Alternative meal service meeting nutritional requirements is provided as needed for inmates in segregation who may use food or equipment in a manner that may be hazardous to the inmate, staff, or other inmates. Warden/Designee approval is required.

Fiscal Services Staff – those individuals employed by the Department whose responsibility is for the operation of budget and fiscal operations.

Fiscal Year (FY) - the period beginning July 1 and ending June 30 of each year.

Food Preparation Area – area within a kitchen where food and food items are prepared under sanitize conditions.

Food Service Management – defined as managers who are responsible for organizing, managing and coordinating all of the daily functions within their department, as well as the staff members who carry out these functions.

Food Services Director – an individual who has statewide responsibility for the food service operation of the Department.

Food Services Staff – individual (s) who is involved in the food service operations for the Department.

Food Temperature requirements – Cold foods to be served 40 degrees F or less **Hot Food to be served 140 degrees F or greater . All other temperatures will adhere to the Serv Safe, National Restaurant Association Guidelines.**

Grease - is the byproduct of food service preparation in a food service operation.

Halal –Halal by definition means lawful or permissible. . Halal food is food that adheres to Islamic law, as defined by the Koran.

Hazard Analyses and Critical Control Points (HAACP) – is a management system in which food safety is addressed through the analysis and control of biological, chemical, and physical hazards from raw material production, procurement and handling, to manufacturing, distribution and consumption of the finished product.

Heating Ventilation Air Condition (HVAC) – is the technology of indoor and vehicular environmental comfort. Its goal is to provide thermal comfort and acceptable indoor air quality.

Holiday Menus –are defined by TDOC as Easter, Passover, Islamic, Ramadan, Islamic, Feast of Abraham, Thanksgiving, and Christmas.

Hours- means sequential hours unless otherwise stated in the Contract Section

House of Yahweh (HOY) – an inmate that has claimed his faith with House of Yahweh.

Hunger Strike – a method of non-violent resistance or pressure in which the inmate willingly abstain from some or all food, drink or both, for at least 72 consecutive hours.

Hypoglycemic episode – blood glucose level below 70 mg/dl. The most common reasons for hypoglycemia are too much insulin; too little food, or too much activity, Common symptoms include feeling shaky, sweaty, and having one's heart pound.

Inmate (Prisoner) – means any person incarcerated or detained in a prison or jail.

Inmate (Prisoner) Disciplinary Report – a written report of disciplinary offenses committed by the inmate while in TDOC custody.

Inmate (Prisoner) Grievance – a written complaint concerning the substance or application of a written or unwritten policy or practice, any single behavior or action toward an inmate by staff or other inmates, or any condition or incident within the Department or institution which personally affects the inmate complainant.

Inmate labor – labor that is performed by an inmate while in custody of the Department

Inmate time record – a written record that maintains the time an inmate has participated in the food service work program.

Inmate Transfers – the process of transferring an inmate from one institution to another.

Inmate Work Crew – a group of minimum supervised inmates who are outside the secure perimeter who are performing on an assigned work detail.

Inmate Worker Safety Training Record – Written documentation of all training provided to inmate workers on the subject of work safety.

Inspection Instrument – detailed forms used by each inspector in scoring compliance or noncompliance with appropriate mandates.

Inspection Period – the time period between the conclusion of the last formal inspection and the start of the current formal inspection.

Institution – means a place, building, set of buildings, structure, or area that is used by an agency for the confinement of individuals.

Institution Health and Facility Safety Officer - a TDOC employee who is charged with the responsibility of ensuring that a facility fire and safety requirements are met by utilizing codes, policies and procedures.

Institutional ID card – an identification card issued to an individual who works at that specific institution.

Institutional Security – means employees primarily responsible for the supervision and control of inmates, detainees, or residents in housing units, recreational areas, dining areas, and other program areas of the facility.

Kosher –Kosher means fit or proper. Kosher food is food that follows the laws of the Torah and the Rabbis and is acceptable for practicing Jewish inmates.

LEAN – is a way to focus on business processes so that one can maximize customer value and minimize roadblocks. It is a time-tested way to engage the creativity of every employee to make our processes better.

Liaison - a person or persons appointed and paid by the Department to monitor for the Department the implementation of this Contract. The Liaison may also be an official liaison between the State and the Contractor.

Liquid Diet – Medically indicated diet consisting of liquid substances.

Lock down – in cases of emergencies, or disruptions all inmates are returned to their housing units/cells, until such time as the institutional administration determines the inmates can be released to normal operations in total or in part.

Non-compliance status – the rating applied when a requirement is met less than 95% if the time during the inspection period. Any variance from this percentage must be approved by the team leader.

Non-Standardized Menus – any menus not inclusive on the Standardized Menu Program

Occupational Safety and Health Administration (OSHA) – U.S. Department of Labor division charged with assuring safe and healthful working conditions for working men and women by setting and enforcing standards and by providing training, outreach, education and assistance.

Offender – any TDOC sentenced felon in a TDOC institution, privately managed facility, county jail/workhouse/penal farm, or on state supervised probation or parole.

Official Visitor – employees of the TDOC, other governmental agencies, or private sector who are conducting business at the institution.

On-Site Provider – Contractor or Contract employee who provides services to inmates within the facility.

Orientation (Security) – an on-site formalized process designed to introduce and familiarize new employees with information required to function according to job expectations. The orientation schedule familiarizes new employees with a broad based operational view of the facility as a whole.

Outside Court – inmates who are participating in a court process outside of the inmate's assigned facility's secure perimeter

Parolee – an individual who is under the supervision or jurisdiction of any parole, probation or correctional authority.

Passing Grade – a grade assigned to an inspection/audit that has been completed utilizing the Food Service inspection instrument by the Department or a state/federal inspection or an ACA accreditation audit.

Plan of Corrective Action – a detailed explanation of how each deficiency noted in the Annual Inspection or subsequent inspection will be corrected. A Plan of Corrective Action shall include a statement identifying each deficiency, procedures for correcting each deficiency and an anticipated completion date.

Plate Waste Study – a study that evaluates the waste created by plate servings.

Policy - definite, stated course or method of action adopted and pursued by an agency which guides and determines present and future decisions and actions of that agency.

Policy Change Notice (PCN) – the mechanism by which a minor number of changes in a policy or as a housekeeping measure are accomplished.

Prenatal Snack Menu AM, PM, HS – snacks served in conjunction with the prenatal diet

Prison Rape Elimination Act (PREA) of 2003 – a federal law establishing a standard of zero tolerance for incidents related to sexual assault and rape on inmates/or offenders.

Probation Technical Violators Diversion Program (PTVDP) - is a program developed for inmates who have violated their terms of probation. Violators are transferred from a classification center to the Turney Center annex. Participants either work on a community service crew or attend GED classes during the day and complete treatment programs in the evening, with no "downtime" during the six month program. The community service work crew helps the participant establish good work habits and the treatment programs in the evening address issues such as substance abuse and cognitive behavior modification. When the violator nears completion of the program, the probation officer is notified that the probationer will be returning to the community and a release plan is prepared.

Probationer – an individual who is under the supervision or jurisdiction of any parole, probation or correctional authority.

Quality Control Report – a written quality control plan and manual provided by the contractor for each institution, designed to maintain a consistent level of high quality service. The quality control manual reflects a formalized, internal inspection format, providing daily, weekly, and monthly inspections.

Quality Damages – a monitoring system that evaluates the quality of the food service operations, which has standards associated with it and an assessment of a monetary fine for not meeting standards.

Recommended Daily Allowance (RDA) -- Federal minimum dietary recommendations for calories, fat, protein, vitamins and minerals for men, women and children.

Regular meals – meals appearing on the standardized menu

Relief – the substitution of one employee for another on a fixed post requiring continuous coverage in order to accommodate the regular days off, annual leave, sick leave, training assignment or administrative leave of the regularly assigned employee.

Religious Meals – a diet that consists of specific foods and/or food preparation techniques that accommodate religious dietary requirements.

Riot – inmate disturbance or uprising requiring more stringent staff vigilance, security procedures and possibly a facility lockdown to restore order and facility security.

Rules of Conduct – Written agency regulations rooted in agency policy on how inmates are to conduct themselves.

Satellite area – Facility area possibly adjacent to main compound /primary location or secondary facility in another location

Satellite kitchen – is defined as any kitchen on the compound excluding the central kitchen

Satellite site / facility – Secondary facility possibly adjacent to main compound /primary location or secondary facility in another location

Searches – Systematic security inspection of facility premises and occupants with the purpose of locating evidence, contraband, missing items or information concerning inmates unaccounted for during regular inmate counts.

Secure perimeter – External facility boundaries where entrance and egress are monitored for public, inmate and staff security.

Security Function – Purpose and or mission of the TDOC arm charged with maintaining the safe and secure operation of agency facilities

Security Personnel - means employees primarily responsible for the supervision and control of inmates, detainees, or residents in housing units, recreational areas, dining areas, and other program areas of the facility.

Security Post – a location, area, or accumulation of tasks requiring surveillance, supervision, or control by specifically assigned personnel.

ServSafe – is an American National Standards Institute (ANSI) food safety certification program sponsored by the American Restaurant Association.

Special Alternative Incarceration Unit (SAIU) – a highly regimented, short-term military style program for selected non-violent offenders.

Special Event Meals – any meal not defined in the Standardized Menu Program

Specialty Meals – is defined as therapeutic, religious, sack lunches, work crew sack lunches, snacks, holiday meals, contingency meals, and any menu that is required other than the standardized menu.

Staff / Guest Meals – recorded on Form CR-0720, TDOC, Daily Meal Count

Staffing Pattern - each functional area by position, with an indication of shift assignment and number of days covered, relief factors and total staffing

Staffing Plan – written plan created by the Contractor and approved in writing by the State indicating the staffing positions and number of Contractor employees needed in each position to perform the responsibilities specified in the Contract’s Scope of Services.

Standardized Menu Program – The program consisting of all specific diets served to the inmate population including the regular heart-healthy diet served to the general inmate population, therapeutic diet, holiday diet, religious diet, vegan diet, and vegetarian diet. Meals for each diet are to be served on a 28 day menu cycle. Each specific diet is standardized, i.e. the same statewide.

State - the State of Tennessee, including, but not limited to, the Department.

State Operated Institutions –penal facilities that are owned and operated by the Department

Statewide Safety Program Director – Directs the safety, life safety, property loss/risk management, and environmental compliance and related programs for all institutional facilities, Academy, and community supervision field offices within the Department of Correction

Strikes – see Hunger Strikes

Superintendent – is responsible for the day-to-day training operations of the Tennessee Correctional Academy.

Swill – is the kitchen refuse and garbage from a food service operation.

TDOC – Tennessee Department of Correction

TDOC Central Office - means offices located at 320 6th Ave. North, Rachel Jackson Building, Nashville, TN, 37243

TDOC Contract Monitor – a Department employee who is responsible for monitoring the contract.

TDOC Facility Safety Officer – the Warden’s designated staff member (s) assigned to manage, direct and supervise the institutional fire and safety programs.

TDOC Farm Produce – fruits and vegetables grown on TDOC property, which are cared for by TDOC staff and inmates.

TDOC Leadership – executive senior level staff that are responsible for various functional areas.

TDOC Medical Staff – those individuals either employed by the Department or employees of the medical or mental contract vendor who provide those services.

TDOC Operational Staff – individuals who are employed by the Department that have responsibility for the adult prison operations.

TDOC Policies - definite, stated course or method of action adopted and pursued by an agency which guides and determines present and future decisions and actions of that agency.

Tennessee Correction Academy (TCA) – the facility where TDOC and the Department of Children Services staffs are trained. It is both residential and non-residential training.

Tennessee Occupational Safety Health Administration (TOSHA) - a division of the Tennessee Labor and Workforce Development that is responsible for improving the occupational safety and health through enforcement of the general industry, construction and agricultural occupational safety and health standards in workplaces.

Tennessee Offender Management Information System (TOMIS) – the Department’s management information system that is the database for offenders.

Therapeutic diets – specific foods and/or menus developed by the TDOC Director of Food Service and Central Office Dietitian that are prescribed by an authorized health care professional as part of inmate’s medical or dental treatment.

TOMIS - means the Tennessee Offender Management Information System, a mainframe computer system that automates the management of information about offenders under the supervision of the Tennessee Department of Correction. TOMIS captures all offender related information at the point of origin to provide accurate and timely information to those who use it. If TOMIS is replaced by COMET during the term of the contract references to TOMIS will also refer to COMET.

Tool Control – an effective control plan to ensure that all tools used at the institution are utilized in a safe, economical, and secure manner and to ensure that accountability and responsibility for the issuance, storage, receipt, and disposal of tools is established.

Unauthorized Contact – contact by an inmate, staff member, official visitor or contractor that is unwarranted and violates TDOC policy, State Law, and/or the Federal Prison Rape Elimination Act (PREA).

Vocational Training – a program that provides transferable job skills and work ethic to help prepare inmates for post-release reentry and employment. Upon completion successful participants shall be provided a certificate of completion.

Warden - is responsible for the day-to-day operations of an institution.

Warden’s designee – the administrative staff member who is responsible for specific operational areas as designated by the Warden

**ProForma
Attachment
9 – Therapeutic Diet Order (Form CR 1789)**

**This is a placeholder for the Therapeutic Diet Order (Form CR 1789),
which will be inserted prior to Contract Approval.**

Attachment 10 TDOC Policy

This is a placeholder for the TDOC Policy, which will be inserted prior to Contract Approval.

RFP Attachment 6.7**TCA and Facility List****Bledsoe County Correctional Complex**

**1045 Horsehead Road
Pikeville, Tennessee 37367
(Bledsoe County)
(423) 881-3251**

Bledsoe County Correctional Complex (BCCX) is located on approximately 2,500 acres approximately 15 miles from Pikeville. It is a level 3 facility which houses minimum and medium custody offenders, including a 150-bed male annex and a 300-bed female unit.

BCCX is the intake diagnostic center for all male offenders sentenced to the Tennessee Department of Correction (STATE). All offenders receive a comprehensive diagnostic assessment which will determine their medical, mental health and programming needs.

BCCX offers programming for youthful offenders, academic programs, and vocational programs which include Culinary Arts, carpentry, electronics, barbering, career development, woodworking, computer-aided design, auto body repair, small engine repair, cosmetology and two co-occurring units. These programs are designed to help with self-improvement and to support offenders' successful re-entry into the community.

BCCX, in partnership with [Tennessee Rehabilitative Initiative In Correction \(TRICOR\)](#), operates industries to provide jobs for offenders, including a farm that produces milk and field crops.

Lois M. DeBerry Special Needs Facility

7575 Cockrill Bend Boulevard

Nashville, Tennessee 37209-1057 (Davidson County)

(615) 350-2700

The **Lois M. DeBerry Special Needs Facility** (DSNF) provides a number of services for the Department to offenders with multiple and complex medial problems, including

acute and convalescent health care, intensive mental health intervention, three skilled nursing units in the Health Center to provide care for offenders recovering from surgery or serious illness, housing for offenders whose treatment regimen is not manageable at other STATE facilities, inmates with long-term medical needs, and a community hospital to provide inpatient and outpatient care for the offender population in a designated secure area. Other hospitals are also utilized for specialized care not available in the contract hospital. Specialty clinics, short-stay surgeries, individual treatment and diagnostic services, not available in other facilities, are provided to the offenders from all facilities through the utilization of DeBerry Special Needs Facility's Transportation Team, Transient Unit, Health Center, and contract staff at DSNF. Mental health units are provided for offenders with acute mental health needs. The Mental Health Program is designed to stabilize the offender and move him through a process where the offender takes more responsibility for his behavior and mental health. In addition, there are units for the mentally challenged and a sheltered workshop program available to offenders in this unit. An Assisted Living Unit is located at this facility for STATE offenders who are aged or infirm and unable to care for themselves within a traditional prison population. DSNF has a turnover of 250 beds per month and the majority of these offenders have significant needs. It is the mission of the DeBerry Special Needs Facility to provide acute, sub-acute, long-term acute, chronic and palliative health care that is high quality, safe, integrative, efficient, cost-effective and ethical, in a safe and secure environment.

Mark. H. Luttrell Correctional Center

6000 State Road

Memphis, Tennessee 38134

(Shelby County)

(901) 372-2080

Mark H. Luttrell Correctional Center (MLCC) is one of three female prisons in the State of Tennessee. Opened in 1976 as a male prison, it was converted for females in June, 1999. 120 of the prison's bed capacity is designated a minimum security annex. The remainder is designated as close security.

Major programs include educational and library services, counseling, job assignments, religious services and medical/mental health services, as well as support group programs such as Alcoholics Anonymous, therapeutic community programs, and drug education. MLCC has a [dog training program](#) designed to help rehabilitate offenders while teaching them a marketable job skill.

Morgan County Correctional Complex

541 Wayne Cotton Morgan Drive

P.O. Box 2000

Wartburg, Tennessee 37887

(Morgan County)

(423) 346-1300

The Morgan County Correctional Complex (MCCX) is located in East Tennessee. A major expansion of the complex was completed in 2009. The prison includes 500,000 square feet and sits on 65 acres. MCCX is designed as medium security, with 120 beds designated for maximum security. The prison can house 2,441 offenders. With the completion of the MCCX expansion, the Brushy Mountain Correctional Complex was closed and resulted in a \$3.6 million savings to the State of Tennessee.

MCCX is one of Morgan County's largest employers with 744 employees.

Programs available include: Impact of Crime on Victims, GED Testing, Community Service Work Crews, Pro-Social Life Skills, Career Readiness and Pre-Release Programming. Substance Use Treatment is offered as a full-time modified therapeutic community assignment. Class duration is six months and accommodates approximately 100 individuals per year.

Community Service crews from MCCX provide thousands of hours of labor to local government and non-profit organizations each year.

Northeast Correctional Complex

5249 Highway 67 West

P.O. Box 5000

Mountain City, Tennessee 37683-5000

(Johnson County)
(423) 727-7387

NECX Carter County Annex
188 Old Railroad Grade Road
Caller #1000
Roan Mountain, Tennessee 37687
(Carter County)
(423) 772-3231

Northeast Correctional Complex (NECX) is a time-building prison with a close custody designation. The prison also houses offenders of other custody levels. Three hundred offenders are located at the minimum annex site in Johnson County, and another 180 offenders, who are within ten years of their eligible release date, are housed in Carter County.

NECX offers intensive substance use and anger management counseling programs. Both sites operate extensive community service programs, which provide thousands of hours of skilled and unskilled labor to State and local government, as well as non-profit agencies in East Tennessee.

The prison, in coordination with [TRICOR](#), operates one industry. Shaw Industries, a hardwood flooring company, operates through the private section of the TRICOR Prison Industry Enhancement Certification Program (PIE).

NECX offenders may attend Adult Basic Education classes or one of six vocational programs. Those who do not have a high school diploma are able to earn a GED certificate. In addition, NECX has mandatory Career Management for Success and Release for Success programs for those nearing release.

Northwest Correctional Complex

960 State Route 212

Tiptonville, Tennessee 38079 (Lake County)

(731) 253-5000

The **Northwest Correctional Complex** (NWCX) site is one of five prototypically designed prisons in Tennessee. The Lake County site is the primary educational prison for the STATE. The educational program includes special education services, Adult Basic Education, preparation for GED testing, Title 1, and vocational education programs. Due to the lack of industry at NWCX, focus has been placed on education and community service. Over 100,000 hours of community service work are provided to State and local government and non-profit agencies each year by this complex.

Riverbend Maximum Security Institution

7475 Cockrill Bend Boulevard

Nashville, Tennessee 37243-0471 (Davidson County)

(615) 350-3100

Riverbend Maximum Security Institution (RMSI) opened in 1989 and replaced its 100 year-old neighbor, the Tennessee State Penitentiary. Even today, it's billed as one of the State's most high-tech prisons. RMSI, which is made up of 20 different buildings with approximately 320,000 square feet of operating space, sits on 132 acres located off Cockrill Bend Boulevard. Riverbend's designated capacity is 748 offenders. Of that number, 480 are classified as high risk. Riverbend houses all of the State's male death row offenders. The overall mission of the prison is to house and manage high-risk male offenders to ensure the safety of the public, departmental employees and offenders while providing rehabilitative programs. Education programs at the prison include GED and Adult Basic Education. There are also vocational classes available for printing, commercial cleaning, residential construction, cabinet making/millwork and computer information systems. Offenders not involved in academic vocation are required to work in support service roles throughout the prison.

Tennessee Correction Academy

P.O. Box 1510

Tullahoma TN 37388

(931) 461-7100

The Tennessee Correction Academy (TCA), located in the city of Tullahoma, is the Department of Correction's primary training and staff development center. Each year, more than 6,000 STATE and Department of Children's Services personnel participate in one of the academy's numerous pre-service, in-service, or specialized training schools. The academy opened its doors in January, 1984, with a commitment to contributing to the organization's success through providing quality staff training programs. In 1993, TCA became the second correctional training academy in the nation to be fully accredited by the American Correctional Association. Such a distinction has resulted in numerous visits from Correctional Administrators and Specialists nationwide, who seek to establish top-grade training programs in their respective States. On October 18, 2013, the Tennessee Correction Academy received approval from the POST (Peace Officer Standards and Training) Commission to allow specific instructors to be POST certified police instructors in specific curriculum that is approved as POST certified courses. It also allows the Tennessee Department of Correction to partner with law enforcement agencies to offer additional law enforcement training.

Tennessee Prison for Women

3881 Stewarts Lane

Nashville, Tennessee 37243-0468 (Davidson County)

(615) 741-1255

The **Tennessee Prison for Women** (TPFW), located in Nashville, is the primary prison for female offenders in the State. TPFW has several missions. It is a reception and classification center for female offenders entering into the STATE system. The prison also houses offenders of all custody levels, including pre-release participants, work release offenders, and those women sentenced to death. The security designation is maximum. TPFW offers academic courses that include Adult Basic Education, GED and Special Education. Vocational classes include computer application and literacy, cosmetology, construction and Culinary Arts. TRICOR provides job opportunities for both the main prison and the annex. Offenders also have access to a full range of psychological and treatment programs which include substance use, anger management, pre-release and career management success. TPFW offers a 64-bed intensive drug-alcohol treatment program called the Correctional Recovery Academy, which is operated by Spectrum Health Systems. TPFW also operates a 40-bed job readiness/life skills therapeutic transitional program for called Fast Track. TPFW offers a weekend child visitation program which has received national recognition. The program includes grandmothers as well as mothers.

Turney Center Industrial Complex

Main Site

***1499 R.W. Moore Memorial Highway
Only, Tennessee 37140-4050
(Hickman County)
(931) 729-5161***

Annex

***245 Carroll Road
P.O. Box 182
Clifton, Tennessee 38425
(Wayne County)
(931) 676-3345***

Turney Center Industrial Complex (TCIX) is a time-building prison with emphasis on industry. The security designation is close. The majority of beds are medium security.

Academic programs available at the prison include GED and adult basic education. Vocational programs include cosmetology, cabinet making and mill work, industrial maintenance, landscaping, vocational office education, commercial food services, and Career Management for Success. [TRICOR](#) industry programs include the wood and metal specialties. Offenders are also involved in support jobs at the prison. TCIX also has a [dog training program](#).

The Turney Center Industrial Complex Annex has a security designation of minimum custody. It houses the [Probation Technical Violators Diversion Program \(PTVDP\)](#) Unit and the Special Alternative Incarceration Unit (SAIU). Both are highly disciplined and structured programs combining community service work, life skills and drug treatment.

West Tennessee State Penitentiary

480 Green Chapel Road

P.O. Box 1150

Henning, Tennessee 38041-1150 (Lauderdale County)

(731) 738-5044

West Tennessee State Penitentiary (WTSP) is a time-building prison with a mission to serve the public by managing adult male offenders classified as maximum, medium and minimum custody. WTSP provides a secure environment along with educational and vocational opportunities. Educational and vocational programs available are GED, Adult Basic Education, college correspondence courses, microcomputer technology class, as well as wood working and masonry. WTSP also has TRICOR operations which consist of a farm, digital tag plant, and a textile plant.

RFP Attachment 6.8 -- Food Service Staff Positions (separate document)

RFP Attachment 6.9 – Cook Chill Staff Positions (separate document)

RFP Attachment 6.10 – Revised Job Aid Registration for Sales and Use Tax (separate document)

RFP Attachment 6.11 -- Facility tours

Site	Date	Time
East Region		
NECX	Wednesday January 13th	8a - 11a
NECX - Carter County	Wednesday January 13th	1p - 2p
MCCX	Thursday, January 14th	8a - 1p
BCCX	Friday, January 15th	8a - 1p
Middle Region		
TCA	Tuesday, January 19th	8a - 9:30a
DSNF	Tuesday, January 19th	1p - 5p
RMSI	Wednesday, January 20th	8a - 11a
TPFW	Wednesday, January 20th	1p - 3p
TCIX	Thursday, January 21st	8a - 9:30a
West Region		
TCIX - A	Friday, January 22th	12p - 1:30p
MLCC	Monday, January 25th	8a - 9:30a
WTSP	Monday, January 25th	1p - 5:30p
NWCX	Tuesday, January 26th	8a - 1p

*Start time 8 am

** All dates and times are estimates

RFP Attachment 6.12 – Facility Staff Dining Room/Café Listing

Bledsoe County Correctional Complex (BCCX) site 1 – 1 staff dining hall. Seats 32. Approximately 100 fed per meal.

Bledsoe County Correctional Complex (BCCX) Site 2 – No staff dining hall. Approximately 50 staff fed per meal.

Deberry Special Needs Facility – Staff fed at Dining Room West, which is also used for inmates. Total Staff maximum capacity 225.

Morgan County Correctional Complex (MCCX) Staff dining room at D. Building (Main Kitchen) – capacity 68

Mark H. Luttrell Correctional Center (MLCC) – Staff dining room – capacity 31

Northeast Correctional Complex (NECX) Staff Dining hall – 200 staff meals served daily

Northwest Correctional Complex (NWCX) – Staff dining rooms in both Main Compound and Annex

Riverbend Maximum Security Institution (RMSI) – Staff dining room – feeds 65 employees

Tennessee Correction Academy (TCA) – One main dining hall through which meals for 60 staff and on average 200 students are provided.

Turney Center Industrial Complex (TCIX) – 1 staff dining area – 150 people served

Turney Center Industrial Complex Annex -- Wayne County – both staff and inmates fed at two locations

Tennessee Prison for Women (TPW) – 1 staff dining room. Serves about 100 per day

West Tennessee State Penitentiary (WTSP) – Site 1 staff dining – Approximately 100 Staff

West Tennessee State Penitentiary (WTSP) – site 2 staff dining – Approximately 50 staff

