



STATE OF TENNESSEE
RFP # 33501-10116
AMENDMENT # 3

6/18/09

THE SUBJECT RFP IS HEREBY AMENDED AS FOLLOWS.

1. The following RFP Schedule of Events updates or confirms scheduled RFP dates:

EVENT	TIME	DATE	UPDATED / CONFIRMED
1) State Issues RFP		May 19, 2009	CONFIRMED
2) Disability Accommodation Request Deadline	2:00 p.m.	May 22, 2009	CONFIRMED
3) Site Inspection	2:00 p.m.	May 29, 2009	CONFIRMED
4) Notice of Intent to Propose Deadline		June 1, 2009	CONFIRMED
5) Written Comments Deadline		June 4, 2009	CONFIRMED
6) State Responds to Written Comments		June 9, 2009	CONFIRMED
7) Proposal Deadline	2:00 p.m.	June 30, 2009	UPDATED
8) State Completes Technical Proposal Evaluations		July 6, 2009	UPDATED
9) State Opening & Scoring of Cost Proposals	2:00 p.m.	July 7, 2009	UPDATED
10) State Evaluation Notice Released and RFP Files Opened for Public Inspection	9:00 a.m.	July 10, 2009	UPDATED
11) Contract Signing		July 22, 2009	UPDATED
12) Contract Signature Deadline		July 24, 2009	UPDATED



STATE OF TENNESSEE
RFP # 33501-10116
AMENDMENT # 2

June 9, 2009

THE SUBJECT RFP IS HEREBY AMENDED AS FOLLOWS.

1. The following RFP Schedule of Events updates or confirms scheduled RFP dates.

EVENT	TIME	DATE	UPDATED / CONFIRMED
1) State Issues RFP		May 19, 2009	CONFIRMED
2) Disability Accommodation Request Deadline	2:00 p.m.	May 22, 2009	CONFIRMED
3) Site Inspection	2:00 p.m.	May 29, 2009	CONFIRMED
4) Notice of Intent to Propose Deadline		June 1, 2009	CONFIRMED
5) Written Comments Deadline		June 4, 2009	CONFIRMED
6) State Responds to Written Comments		June 9, 2009	CONFIRMED
7) Proposal Deadline	2:00 p.m.	June 19, 2009	UPDATED
8) State Completes Technical Proposal Evaluations		June 26, 2009	UPDATED
9) State Opening & Scoring of Cost Proposals	2:00 p.m.	June 29, 2009	UPDATED
10) State Evaluation Notice Released and RFP Files Opened for Public Inspection	9:00 a.m.	July 2, 2009	UPDATED
11) Contract Signing		July 14, 2009	UPDATED
12) Contract Signature Deadline		July 20, 2009	UPDATED

2. The following State responses to the questions detailed shall amend or clarify this RFP accordingly.

NOTICE: Any restatement of RFP text in the Question/Comment column below shall NOT be construed to change the actual wording of the RFP document.

QUESTION/COMMENT	STATE RESPONSE			
1) Please provide headcount data for the last three years.		Breakfast	Lunch	Dinner
	2006	24,153	19,305	19,303
	2007	23,822	19,035	19,035
	2008	41,500	33,540	33,000
2) Please provide the facility's calendar of events including days closed for holidays and breaks for the past year and the upcoming year.	The Tennessee Law Enforcement Training Academy ("TLETA") trains new police recruits fifty (50) weeks out of year. No cadets on campus during last two weeks of the year, however, there are staff working at the facility during onsite those weeks. The TLETA is closed on Thanksgiving Day and the day following Thanksgiving, as well as the holidays given to state employees for the			

QUESTION/COMMENT	STATE RESPONSE
	Christmas holiday. In 2009, the TLETA will be closed November 26 and 27, and December 25. The facility is in full operation all other holidays.
3) Please provide probable opening and closing times for meal periods.	Meals should be served in accordance with the following schedule: Breakfast: 6:45 a.m. to 8:00 a.m. Lunch: 11:30 a.m. to 1:00 p.m. Dinner: 4:30 p.m. to 6:00 p.m.
4) Will the State be paying for all utilities ?	Yes.
5) Will the State be paying for pest control ?	Yes.
6) Will the State be paying for dumpster service ?	Yes
7) Will the State be providing any expendable supplies ?	Yes, at least initially. There will be some expendable supplies on hand when the Contractor assumes operation of the facility, since the TLETA cafeteria is currently operated by the State. However, the Contractor will be responsible for expendable supplies when the initial supply on hand is exhausted. All equipment, supplies, and utensils located at the TLETA facility are to be used exclusively for TLETA purposes.
8) Please identify office space that will be provided for contractor use ?	A small office in the kitchen area will be made available for the use of the Contractor.
9) RFP Section 1.1, page 2 of 52, states that “the vendor will provide daily meals to personnel that are attending training classes at the Tennessee Law Enforcement Training Academy.” In order to accommodate the routine need to feed VIP’s, banquet attendees, etc., at this location, should the requirement state “the vendor will provide daily meals as authorized by the Director for the Tennessee Law Enforcement Training Academy?”	No, the RFP is correct with regard to meals required. VIP meals (probably very few) will be served in another location at the facility.
10) RFP Section C.1, C.2, and C.3, page 22 of 52, each reference the project schedule. Unlike a construction contract, a project schedule does not exist. Please delete or clarify this requirement.	The term “project schedule” in Sections C.1., C.2., and C.3 of RFP Attachment 6.2. is used generally to refer to the State’s requirements, as otherwise specified in the RFP.
11) RFP Section A.3.f, page 32 of 52, states that “the number of meals to be provided on a per meal basis will be no less than 50...” If fewer than fifty meals are ordered for any meal period, will the vendor be paid for a minimum of fifty meals regardless?	The meal count will not fall below 50 during the 50-week training cycle. The number of meals required during the last two weeks of the year will be less than 50 (when there are no cadets at the TLETA). The State will pay for the actual number of meals provided during such period.
12) Reference RFP Section A.6, page 32 of 52. Please provide general Hot Box specifications. Will	The Hot Box specified (in Section A.6. of the <i>Pro Forma Contract</i>) refers to a warmer for breads and other baked

QUESTION/COMMENT	STATE RESPONSE
<p>the State be providing any small wares? If the State will be providing any inventory of small wares, please list.</p>	<p>goods. Contractor can determine what equipment would be most appropriate for this purpose. The State will be providing small wares until the supply on hand on the effective date of the Contract is expended, after which the Contractor will be responsible for their replacement. Because the large number of these items, which is used on a daily basis, an inventory would be impractical. Potential proposers would, however, be able to review the existing supply of these items during the on-site inspection.</p>
<p>13) Reference RFP Section A.11, page 34 of 52. This section states that the State will be responsible for repair of all State provided equipment?</p>	<p>State owned and provided equipment will be repaired and/or replaced by the State, with the exception of small wares and other cooking utensils on hand on the effective date of the Contract (for which the Contractor would be responsible for replacing).</p>
<p>14) RFP Section B, page 34 of 52, identifies the Contract Term as August 1, 2009 through July 31, 2014. RFP Section D.3, page 37 of 52, allows the State to terminate the contract at any time with 30 days written notice. If the vendor wishes to withdraw from the agreement, how much notice will be required by the State?</p>	<p>The <i>Pro Forma</i> Contract contains no provision for termination for convenience by Contractor.</p>
<p>15) On page 33 of the Request for Proposal, the State requests: "The size of any entrée selection is to be no less than 8 ounces pre-cooked. The size of any entrée consisting of a meat extender (casserole) is to be 12 ounces.</p> <p>Does the state understand that 8oz of cooked sausage, Turkey Breast, catfish, cheeseburgers, and other like items an is 2-3 times the size of the standard portion size of a entrée? (A standard portions size would be 4-6 oz of any solid mussel meat before cooking in most cafeterias)</p>	<p>The portion size specified in the RFP was determined based on comparison of requirements of other, similar programs. The TLETA trains police officers from all jurisdictions in the State of Tennessee in a full emersion program. The training is physically demanding and the curriculum is challenging. An eight oz pre-cooked portion with respect to most items would, therefore, be considered reasonable for most of the items specified, to ensure that cadets are receiving sufficient caloric intake and a wide variety of offerings to ensure nutritional requirements.</p>
<p>16) Can the state clarify its expectation of portion sizes of meats like Turkey Breast, Sliced roast Beef, Pork Loin and other like items?</p>	<p>The RFP correctly states the portion sizes based on expected needs of TLETA cadets.</p>
<p>17) Can the state clarify its expectation of portion sizes for the deli sandwich bar? 8oz of meat/cheese on a sandwich would seem high.</p>	<p>The deli sandwich bar should be an option for cadets for lunch and dinner, so portion sizes specified are appropriate. Much like a salad bar with meats, cheeses and condiments provided for the student to self-serve themselves.</p>
<p>18) Can the proposing vendor assume that it is not limited to the limited item selections listed in Attachment-E?</p>	<p>It is not the intent of TLETA to limit the number of items that can be provided by the Contractor, but rather to ensure some uniformity in served selections. The TLETA will assign a liaison to work with the Contractor to make determinations regarding whether selections</p>

QUESTION/COMMENT	STATE RESPONSE
	<p>will be offered.</p> <p>Unless a proposed food item is generally not considered appropriate for a cafeteria type setting, there should be no problem with offering items not specified in Attachment E. However, the TLETA reserves the right to approve or disapprove of any offering(s) not listed if it is determined that such offerings are not beneficial to the needs of TLETA cadets.</p>
<p>19) Will the State consider an extensions to the Proposal Deadline date of June 16th, 2009 (2:00pm) to June 19th. Based on the answers to the questions and the shipping of a proposal on June 12th, 2009 - we believe the additional time will allow for a more competitive process</p>	<p>See No. 1, Schedule of Events, of this Amendment #2. Proposal Deadline will be June 19, 2009.</p>
<p>20) In order to support your vendor in the planning and production of appropriate quantities of food, will the State provide a minimum headcount order at least twenty-four hours in advance of meal service?</p>	<p>Yes, the successful bidder will have a headcount for basic cadets, which is essentially fixed for each ten week training cycle.</p> <p>However, the TLETA also conducts approximately 55 specialized schools per year, most starting on Mondays. For those meals, Contractor will be provided a sign-up sheet each morning which has been completed by cadets indicating the meals they plan to eat during the week. For Monday meals there will be 24-hour notice for basic cadets but not for specialized students. The rest of the week there will be more than 24-hour notice of meal requirements.</p>
<p>21) How often will soft serve ice cream be required?</p>	<p>The preference would be to serve ice cream 2-3 times per week, as a desert offering, but it should be served at least once per week.</p>
<p>22) My question is regarding the average meals served each at week. When touring last week we were informed the average class size runs from 32-90. Over a 50 week period of operation what is the average size of a class and what is the average meals served per week?</p>	<p>It is very difficult to state an average class size. However, basic recruit classes over the last six years have ranged from a high of 113 cadets, to a low of 45 cadets. Approximately 55 specialized training schools per year have also been added. A rough estimate can be determined by reference to the number of meals which are served annually. The following, for example, would be the weekly averages for 2008 using this method:</p> <p>Breakfast: 830 meals per week Lunch: 671 meals per week Dinner: 660 meals per week</p>
<p>23) RFP Section E.6.a(4), page 41 of 52, requires professional malpractice liability insurance. Since this is not a contract for professional services, please delete this requirement.</p>	<p>See No. 3 of this Amendment #2, below.</p>
<p>24) I am trying to confirm if the minority vendors required in the RFP for dining services (section B-15) at the Tennessee Law Enforcement Training Academy can be certified in states other</p>	<p>Any purchasing agreements between proposer and minority vendors would be taken into consideration in determining proposer's compliance with RFP Section</p>

QUESTION/COMMENT	STATE RESPONSE
Tennessee. We have purchasing agreements with minority vendors throughout the region, and would like to include them in our response.	B.15.

3. Delete RFP Section E.6. of the Pro Forma Contract in its entirety and insert the following in its place:

E.6. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

a. The Contractor shall maintain, at minimum, the following insurance coverage:

- (1) 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) per occurrence for employers' liability whichever is greater.
- (2) Comprehensive Commercial General Liability (including personal injury & 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) per occurrence and two million dollars (\$2,000,000) aggregate.
- (3) 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 (\$1,000,000) per occurrence.
- (4) **TEXT DELETED**

b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.



STATE OF TENNESSEE
RFP # 33501-10116
AMENDMENT # 1

5/25/09

THE SUBJECT RFP IS HEREBY AMENDED AS FOLLOWS.

1. The following RFP Schedule of Events updates or confirms scheduled RFP dates:

EVENT	TIME	DATE	UPDATED / CONFIRMED
1) State Issues RFP		May 19, 2009	CONFIRMED
2) Disability Accommodation Request Deadline	2:00 p.m.	May 22, 2009	CONFIRMED
3) Site Inspection	2:00 p.m.	May 29	UPDATED
4) Notice of Intent to Propose Deadline		June 1, 2009	UPDATED
5) Written Comments Deadline		June 4, 2009	UPDATED
6) State Responds to Written Comments		June 9, 2009	UPDATED
7) Proposal Deadline	2:00 p.m.	June 16, 2009	UPDATED
8) State Completes Technical Proposal Evaluations		June 22, 2009	UPDATED
9) State Opening & Scoring of Cost Proposals	2:00 p.m.	June 23, 2009	UPDATED
10) State Evaluation Notice Released and RFP Files Opened for Public Inspection	9:00 a.m.	June 25, 2009	UPDATED
11) Contract Signing		July 7, 2009	UPDATED
12) Contract Signature Deadline		July 10, 2009	UPDATED



**STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
TENNESSEE LAW ENFORCEMENT TRAINING ACADEMY**

**REQUEST FOR PROPOSALS
FOR
FOOD SERVICE FOR TENNESSEE LAW ENFORCEMENT
TRAINING ACADEMY**

RFP # 33501-10116

RFP CONTENTS

SECTIONS:

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

ATTACHMENTS:

- 6.1. Proposal Statement of Certifications & Assurances**
- 6.2. Technical Proposal & Evaluation Guide**
- 6.3. Cost Proposal & Scoring Guide**
- 6.4. Reference Questionnaire**
- 6.5. Proposal Score Summary Matrix**
- 6.6. *Pro Forma* Contract**

1. INTRODUCTION

The State of Tennessee, Law Enforcement Training Academy, hereinafter referred to as “the State,” has issued this Request for Proposals (RFP) to define minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State’s process for evaluating proposals and selecting a contractor to provide the needed service.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a disability, and small business enterprises, opportunity to do business with the state as contractors and sub-contractors.

1.1. Statement of Procurement Purpose

The State intends to secure a 5 year contract for operating the cafeteria at the Tennessee Law Enforcement Training Academy. The vendor will provide daily meals to personnel that are attending training classes at the Tennessee Law Enforcement Training Academy. The service is to be prepared and served at the Tennessee Law Enforcement Training Academy, 3025 Lebanon Road, Nashville, TN 37214-2217.

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

The RFP Attachment 6.6., *Pro Forma* Contract details the State’s required:

- 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 Proposer 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 disability, age, race, 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 # 33501-10116

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. Potential proposers must direct communications relating to this RFP to the following person designated as the RFP Coordinator.

Dan Birdwell, Assistant General Counsel

Department of Commerce and Insurance
500 James Robertson Parkway
Nashville, Tennessee 37243
(615) 532-3589
Dan.M.Birdwell@tn.gov

1.4.2.2. Notwithstanding the foregoing, potential proposers may contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, women-owned, and small businesses as well as general, public information relating to this RFP; 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:

Steven Majchrzak, Assistant Commissioner for Administration
Department of Commerce and Insurance
500 James Robertson Parkway
Nashville, Tennessee 37243
(615) 741-3449
Steven.Majchrzak@tn.gov

- 1.4.3. Only the State's official, written responses and communications will be binding with regard to this RFP. The State will consider oral communications of any type to be unofficial and non-binding.
- 1.4.4. Potential proposers must ensure that the State receives all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Proposers must assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital "postmarking" of a communication or proposal to the State by a specified deadline date will not substitute for the State's actual receipt of a communication or proposal.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the potential proposers from whom the State has received a Notice of Intent to Propose (refer to RFP Section 1.7).
- 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.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriate and adequate 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 within the discretion of Proposers to independently verify any information before relying thereon.

1.5. **Assistance to Proposers With a Disability**

Potential proposers with a disability may receive accommodation relating to the communication of this

RFP and participating in the RFP process. Potential proposers may contact the RFP 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. **Proposer Required Review & Waiver of Objections**

- 1.6.1. Each potential proposer 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 potential proposer having questions and comments concerning this RFP must provide such in writing to the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Comments Deadline.

1.7. **Notice of Intent to Propose**

Before the Notice of Intent to Propose Deadline detailed in the RFP Section 2, Schedule of Events, potential proposers should submit to the RFP Coordinator a Notice of Intent to Propose (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 Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.8. **Proposal Deadline**

A Proposer must ensure that the State receives a proposal no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late proposals, and a Proposer’s failure to submit a proposal before the deadline will result in disqualification of the proposal.

1.9 **Site Inspection**

A Site Inspection will be held at the time and date detailed in the RFP Section 2, Schedule of Events. The purpose of the conference is to discuss the RFP scope of services. While questions will be entertained, the response to any question at the Site Inspection shall be considered tentative and non-binding with regard to this RFP. Questions concerning the RFP should be submitted in writing prior to the Written Comments Deadline date detailed in the RFP Section 2, Schedule of Events. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the State as described in RFP Sections 1.4, et seq., above and on the date detailed in the RFP Section 2, Schedule of Events.

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 (all dates are state business days)
1. RFP Issued		May 19, 2009
2. Disability Accommodation Request Deadline	2:00 p.m.	May 22, 2009
3. Site Inspection	2:00 p.m.	May 26, 2009
4. Notice of Intent to Propose Deadline	2:00 p.m.	May 27, 2009
5. Written “Questions & Comments” Deadline	2:00 p.m.	June 1, 2009
6. State Response to Written “Questions & Comments”		June 5, 2009
7. Proposal Deadline	2:00 p.m.	June 15, 2009
8. State Completion of Technical Proposal Evaluations		June 19, 2009
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	June 22, 2009
10. State Evaluation Notice Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	June 23, 2009
11. Contract Signing		July 6, 2009
12. Contractor Contract Signature Deadline	2:00 p.m.	July 10, 2009

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 potential proposers from whom the State has received a Notice of Intent to Propose (refer to section 1.7).

3. PROPOSAL REQUIREMENTS

3.1. Proposal Form

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

- 3.1.1. **Technical Proposal.** The RFP Attachment 6.2., Technical Proposal & Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. The 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 proposal 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 proposal, the state will deem the proposal to be non-responsive and reject it.

- 3.1.1.1. A Proposer must use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to organize, reference, and draft the Technical Proposal by duplicating the attachment, adding appropriate proposal page numbers as required, and using the guide as a table of contents covering the Technical Proposal.
- 3.1.1.2. A proposal should be economically prepared, with emphasis on completeness and clarity. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible). All proposal pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Proposal should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Proposal & 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 proposal to be non-responsive and reject it if:
- a. the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the RFP Attachment 6.2., Technical Proposal & Evaluation Guide; or
 - b. the Technical Proposal document does not appropriately respond to, address, or meet all of the requirements and proposal items detailed in the RFP Attachment 6.2., Technical Proposal & 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 proposer fails to submit a cost proposal exactly as required, the state will deem the proposal to be non-responsive and reject it.

- 3.1.2.1. A Proposer 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.
- 3.1.2.3. A Proposer must sign and date the Cost Proposal.
- 3.1.2.4. A Proposer must submit the Cost Proposal to the State in a sealed package separate from the Technical proposal (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. **Proposal Delivery**

A Proposer must deliver a proposal in response to this RFP as detailed below. The State will not accept a proposal delivered by any other method.

- 3.2.1. A Proposer must ensure that both the original Technical Proposal and Cost Proposal documents meet all form and content requirements detailed within this RFP for such proposals including but not limited to required signatures.
- 3.2.2. A Proposer must submit original Technical Proposal and Cost Proposal documents and copies as specified below.

3.2.2.1. One (1) original Technical Proposal paper document labeled:

“RFP # 33501-10116 TECHNICAL PROPOSAL ORIGINAL”

and five (5) copies of the Technical Proposal each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc labeled:

“RFP # 33501-10116 TECHNICAL PROPOSAL COPY”

The digital copies should not include copies of sealed customer references, however any other discrepancy between the original Technical Proposal document and the 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 # 33501-10116 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 labeled:

“RFP # 33501-10116 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 Proposer must separate, seal, package, and label the documents and discs for delivery as follows.

3.2.3.1. The Technical Proposal original document and copy discs must be placed in a sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 33501-10116 TECHNICAL PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

3.2.3.2. The Cost Proposal original document and copy disc must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 33501-10116 COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

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

“RFP # 33501-10116 SEALED TECHNICAL PROPOSAL & SEALED COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

3.2.4. A Proposer must ensure that the State receives a proposal in response to this RFP no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address.

Dan Birdwell, Assistant General Counsel
Department of Commerce and Insurance
Davy Crockett Tower, 2nd Floor
500 James Robertson Parkway
Nashville, TN 37243

3.3. Proposal & Proposer Prohibitions

- 3.3.1. A proposal must not include the Proposer’s own contract terms and conditions. If a proposal contains such terms and conditions, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.2. A proposal must not restrict the rights of the State or otherwise qualify either the offer to deliver services as required by this RFP or the Cost Proposal. If a proposal restricts the rights of the State or otherwise qualifies either the offer to deliver services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.3. A proposal must not propose alternate services (*i.e.*, offer services different from those requested and required by this RFP). The State will consider a proposal of alternate services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must not result from any collusion between Proposers. The State will reject any Cost Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, the State will consider any such actions to be grounds for proposal rejection or contract termination.
- 3.3.5. A Proposer must not provide, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect. If the State determines that a Proposer has provided such incorrect information, the State will deem the Proposer’s proposal non-responsive and reject it.
- 3.3.6. A Proposer must not submit more than one Technical Proposal and one Cost Proposal in response to this RFP. If a Proposer submits more than one Technical Proposal or more than one Cost Proposal, the State will deem all of the proposals non-responsive and reject them.
- 3.3.7. A Proposer must not submit a proposal as a prime contractor while also permitting one or more other Proposers to offer the Proposer as a subcontractor in their own proposals. Such may result in the disqualification of all Proposers knowingly involved. This restriction does not, however, prohibit different Proposers from offering the same subcontractor as a part of their proposals (provided that the subcontractor does not also submit a proposal as a prime contractor).
- 3.3.8. A Proposer must not be (and the State will not award a contract to):

- a. an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;
- b. a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this will not apply either to financial interests that have been placed into a “blind trust” arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
- c. a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- d. any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services (such person or entity being deemed by the State as having information that would afford an unfair advantage over other Proposers).

For the purposes of applying the requirements of this RFP subsection 3.3.8., the State will deem an individual to be an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.

3.4. **Proposal Errors & Revisions**

A Proposer is liable for any and all proposal errors or omissions. A Proposer will not be allowed to alter or revise proposal documents after the Proposal 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. **Proposal Withdrawal**

A Proposer may withdraw a submitted proposal at any time before the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Proposer representative. After withdrawing a proposal, a Proposer may submit another proposal at any time before the Proposal Deadline.

3.6. **Proposal of Additional Services**

If a proposal offers 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 Proposer must not propose any additional cost amount(s) or rate(s) for additional services. Regardless of any additional services offered in a proposal, the Proposer’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 Proposer fails to submit a Cost Proposal exactly as required, the State will deem the proposal non-responsive and reject it.

3.7. **Proposal Preparation Costs**

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

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State reserves the right to amend this RFP at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential proposers to meet the proposal deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential proposers who submitted a Notice of Intent to Propose (refer to RFP Section 1.7). A proposal must respond, as required, to the final RFP (including its attachments) as may be amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel 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 proposals.

4.3.2. The State may deem as non-responsive and reject any proposal 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, a proposal's minor variances from full compliance with this RFP. If the State waives variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such, 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 Proposer intends to use subcontractors, the proposal in 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 proposal in 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. The Contractor resulting from this RFP may only substitute another subcontractor for a proposed 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 Contractor resulting from this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel

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 service 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

At any time, the State may require the Contractor resulting from this RFP to provide a valid, Certificate of

Insurance indicating current insurance coverage meeting minimum requirements as may be specified by this RFP. A failure to provide said documentation will be considered a material breach and grounds for contract termination.

4.7. **Licensure**

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the State as a part of a proposal in 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 Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Proposer to submit evidence of proper licensure.

4.8. **Disclosure of Proposal Contents**

- 4.8.1. Each proposal and all materials submitted to the State in response to this RFP become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal 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 proposal information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Proposers submitting timely proposals may be available to the public, upon request, after technical proposals are opened.
- 4.8.3. Upon completion of proposal evaluations, indicated by public release of an Evaluation Notice, the proposals 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. 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 Proposer with the apparent best-evaluated proposal or any other Proposer. 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.
- 4.9.2. 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.
 - 4.9.2.1. 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 work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the Contract start date or after the Contract end date.
 - 4.9.2.2. 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).
 - 4.9.2.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of services or items to be delivered to the State 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 such provisions, any amount(s) which it determines did not result from a reasonably competitive purchase or do not represent reasonable, necessary, and actual costs.

4.10. Contractor Performance

The Contractor resulting from this RFP will be responsible for the completion of all service set out in this RFP (including attachments) as may be amended. All service is subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that service is progressing and being performed in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. Contract Amendment

During the course of a Contract pursuant to this RFP, the State may request the Contractor to perform additional work 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 work. The Contractor must respond to the State with a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such agreement must be effected by means of a Contract Amendment. Further, any such amendment requiring additional work 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 and rules of the State of Tennessee. The Contractor must not commence additional work 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 Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

5. PROPOSAL EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of proposals and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each apparently responsive proposal.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	40
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	30
Cost Proposal (refer to RFP Attachment 6.3.)	30

5.2. Evaluation Process

The proposal evaluation process is designed to award the contract resulting from this RFP not necessarily to the Proposer offering the lowest cost, but rather to the responsive and responsible Proposer offering the best combination of attributes based upon the evaluation criteria. (“Responsive Proposer” is defined as a Proposer that has submitted a proposal that conforms in all material respects to the RFP. “Responsible Proposer” is defined as a Proposer that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Proposal Evaluation.** The RFP Coordinator and the Proposal Evaluation Team (consisting of three or more State employees) will use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion will be limited to specific sections of the proposal identified by the State. The subject Proposer 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 RFP Coordinator will review each Technical Proposal to determine compliance with RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A— Mandatory Requirements. If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document the team’s determination of whether:

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

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Proposal (that appears responsive to the RFP) against the evaluation criteria in this RFP, rather than against other proposals and will score each in accordance with the RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and Section C.

5.2.1.4. For each proposal evaluated, the RFP Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Proposal

& Evaluation Guide, Section B and for Section C, and record each average as the proposal score for the respective Technical Proposal section.

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

5.2.2. **Cost Proposal Evaluation.** The RFP Coordinator will open for evaluation the Cost Proposal of each apparently responsive and responsible Proposer that the Proposal Evaluation Team has effectively recommended for potential contract award and will calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

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

5.3. **Contract Award Process**

5.3.1 The RFP Coordinator will submit the Proposal Evaluation Team determinations and proposal 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 proposal. (To effect a contract award to a Proposer 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 Commissioner of Finance and Administration and the Comptroller of the Treasury.)

5.3.3. The State reserves the right to make an award without further discussion of any proposal.

5.3.4. The State will issue an Evaluation Notice identifying the apparent best-evaluated proposal 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 Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.

5.3.5. The Proposer identified as offering the apparent best-evaluated proposal 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 Proposer must sign said contract no later than the Contract Signature by Contractor Deadline detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to this RFP and reject the proposal.

5.3.6. 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 proposal evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

5.3.7. If the State determines that a proposal is non-responsive and rejects it after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated proposal.

RFP # 33501-10116 PROPOSAL STATEMENT OF CERTIFICATIONS AND ASSURANCES

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

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

1. The Proposer will comply with all of the provisions and requirements of the RFP.
2. The Proposer 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 Proposer accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma Contract*.
4. The Proposer 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 Proposer 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 proposal submitted in response to the RFP is accurate.
7. The proposal submitted in response to the 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 Proposer in connection with the RFP or any resulting contract.
9. Both the Technical Proposal and the Cost Proposal submitted in response to the 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 Proposal 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 Proposer (if an individual) or the Proposer's company *President or Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the proposing entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE PROPOSING ENTITY

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

PROPOSER LEGAL ENTITY NAME:

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN):

TECHNICAL PROPOSAL & EVALUATION GUIDE

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

The RFP Coordinator will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the proposal and attach a written determination. In addition to the Mandatory Requirement Items, the RFP Coordinator will review each proposal for compliance with all RFP requirements.

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Proposal must be delivered to the State no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Proposal must NOT contain cost or pricing information of any type.	
		The Technical Proposal must NOT contain any restrictions of the rights of the State or other qualification of the proposal.	
		A Proposer must NOT submit alternate proposals.	
		A Proposer must NOT submit multiple proposals in different forms (as a prime and a sub-contractor).	
	A.1.	Provide the Proposal Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) 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 Proposer’s business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide EITHER : (a) an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.); OR (b) a Dun & Bradstreet short-form report, verified and dated within the last	

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		three (3) months and indicating a positive credit rating for the Proposer.	
	A.6.	Site Inspection: It is mandatory that all proposers visit the site, and sign-in, to familiarize themselves with the facilities in which they will be working. This will give all proposers an opportunity to inspect the facilities.	
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>			

TECHNICAL PROPOSAL & EVALUATION GUIDE

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

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer 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 proposal.
	B.2.	Describe the Proposer’s form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company).
	B.3.	Detail the number of years the Proposer has been in business.
	B.4.	Briefly describe how long the Proposer has been performing the services required by this RFP.
	B.5.	Describe the Proposer’s number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer within the last ten years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Proposer or, to the Proposer’s knowledge, any of the Proposer’s employees, agents, independent contractors, or subcontractors, proposed to provide work 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 years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Proposer that the Proposer 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 Proposer’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 Proposer’s performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number 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 Proposer. 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 Proposer’s performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.

RFP ATTACHMENT 6.2. — SECTION B (continued)

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.11.	Provide a brief, descriptive statement detailing evidence of the Proposer's ability to deliver the services sought under this RFP (<i>e.g.</i> , prior experience, training, certifications, resources, program and quality management systems, <i>etc.</i>).
	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 accomplish the work required by this RFP, illustrating the lines of authority, and designating the individual responsible for the completion of each service component and deliverable of the RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Proposer will assign to perform duties or services required by this RFP along with the estimated number of hours that each individual will work 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 Proposer, and employment history.
	B.14.	Provide a statement of whether the Proposer intends to use subcontractors to accomplish the work required by this RFP, and if so, detail: <ul style="list-style-type: none"> (a) the names and mailing addresses of the subcontractors; (b) a description of the scope and portions of the work 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 Proposer's response to this RFP.
	B.15.	Provide documentation of the Proposer's commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail <u>all</u> of the following: <ul style="list-style-type: none"> (a) a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability and small business enterprises; (b) a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a disability and small business enterprises, including the following information: <ul style="list-style-type: none"> (i) contract description and total value (ii) contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability) (iii) contractor contact and telephone number; (c) an estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: <ul style="list-style-type: none"> (i) participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics — PERCENTAGES ONLY — DO NOT INCLUDE DOLLAR AMOUNTS) (ii) descriptions of anticipated contracts (iii) names and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated; and (d) the percent of the Proposer's total current employees by ethnicity, sex, and disability. <p>NOTE: Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a disability and small business enterprises and that offers a diverse workforce to meet service needs.</p>
	B.16.	Provide a statement of whether or not the Proposer has any current contracts with the State of

RFP ATTACHMENT 6.2. — SECTION B (continued)

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>Tennessee or has completed any contracts with the State of Tennessee within the previous 5-year period. If so, provide the following information for all of the current and completed contracts:</p> <ul style="list-style-type: none"> (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract term; and (e) the contract number. <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 officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> ▪ two (2) of the larger accounts currently serviced by the Proposer, <u>and</u> ▪ three (3) completed projects. <p>All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which <u>must</u> be used and completed as required, is detailed at RFP Attachment 6.4. References that are not completed as required will be considered non-responsive and will not be considered.</p> <p>The Proposer will be <u>solely</u> responsible for obtaining the fully completed reference questionnaires, and for including them within the Proposer's sealed Technical Proposal. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below.</p> <ul style="list-style-type: none"> (a) "Customize" the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Proposer's name, and make exact duplicates for completion by references. (b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope. (c) Instruct the person that will provide a reference for the Proposer to: <ul style="list-style-type: none"> (i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using an exact duplicate of the document); (ii) sign <u>and</u> 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 containing the completed reference questionnaire directly to the Proposer (the Proposer may wish to give each reference a deadline, such that the Proposer will be able to collect all required references in time to include them within the sealed Technical Proposal). (d) <u>Do NOT open the sealed references upon receipt.</u> (e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Proposal as required. <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

RFP ATTACHMENT 6.2. — SECTION B (continued)

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>which is described above, and each reference questionnaire submitted must be completed as required.</p> <ul style="list-style-type: none"> ▪ 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 Proposal 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. ▪ The State is under <u>no</u> obligation to clarify any reference information.
SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): <i>(maximum possible score = 40)</i>		
<i>State Use – Evaluator Identification:</i>		

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL PROPOSAL & EVALUATION GUIDE

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

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's 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 RFP 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.

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer 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 Proposer's understanding of the State's requirements and project schedule.		1	
	C.2.	Provide a narrative that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		1	
	C.3.	Provide a narrative that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		1	
<i>The RFP 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 30 <i>(maximum possible score)</i>	= SCORE:	
Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>					
<i>State Use – Evaluator Identification:</i>					
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>					

RFP ATTACHMENT 6.3.

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 the entire scope of service including all services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period as detailed. 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.

NOTICE:

The Evaluation Factor associated with each cost item 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 Proposer.

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 work from the Contractor in any specific dollar amounts or to request any work 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 proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the proposing entity.

PROPOSER SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

PROPOSER LEGAL ENTITY NAME:	Proposed Cost					State Use ONLY		
	08/01/2009-07/31/2010	08/01/2010-07/31/2011	08/01/2011-07/31/2012	08/01/2012-07/31/2013	08/01/2013-07/31/2014	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Breakfast – per meal basis (1 person)	\$	\$	\$	\$	\$		41,500	
Lunch – per meal basis (1 person)	\$	\$	\$	\$	\$		33,540	
Dinner – per meal basis (1 person)	\$	\$	\$	\$	\$		33,000	
Event Meals – Box Lunch – (1 person)	\$	\$	\$	\$	\$		500	
Special Event Meal – (1 person)	\$	\$	\$	\$	\$		200	

PROPOSER LEGAL ENTITY NAME:								
Cost Item Description	Proposed Cost					State Use ONLY		
	08/01/2009- 07/31/2010	08/01/2010- 07/31/2011	08/01/2011- 07/31/2012	08/01/2012- 07/31/2013	08/01/2013- 07/31/2014	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Graduation Reception – (1 person)	\$	\$	\$	\$	\$		2,500	
Special Breaks – (1 person)	\$	\$	\$	\$	\$		1,250	
<p align="center">TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above):</p> <p>The RFP 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.</p>								
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}} \times 30 \text{ (maximum possible score)} = \text{SCORE:}$								
<p><i>State Use – RFP Coordinator Signature, Printed Name & Date:</i></p>								

REFERENCE QUESTIONNAIRE

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

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

RFP # 33501-10116 PROPOSAL REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: **PROPOSER NAME** (completed by proposer before reference is requested)

The "reference subject" specified above, intends to submit a proposal to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such proposal, 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 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 services described above?**

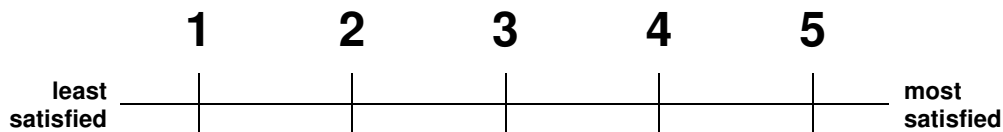
Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

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

- (5) If the services that the reference subject provided to your company or organization are completed, were the services completed 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 services to your company or organization, are these 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 service delivery does /did the reference subject excel?
- (9) In what areas of service delivery does /did the reference subject fall short?
- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

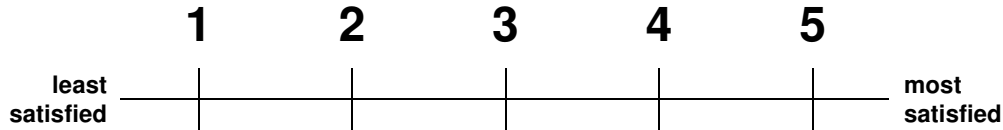
Please respond by circling the appropriate number on the scale below.



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

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

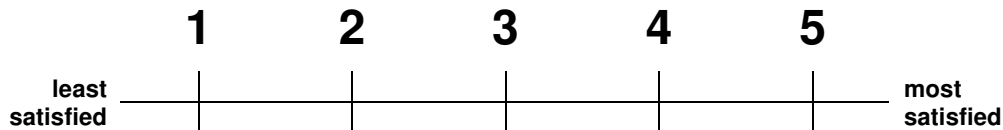
Please respond by circling the appropriate number on the scale below.



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 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:

PROPOSAL SCORE SUMMARY MATRIX

	<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 40)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 30)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 30)	SCORE:		SCORE:		SCORE:	
TOTAL PROPOSAL EVALUATION SCORE: (maximum: 100)						

RFP Coordinator Signature, Printed Name & Date:

RFP # 33501-10116 *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.

The *pro forma* contract detailed in this attachment contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from this RFP.

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF COMMERCE AND INSURANCE
TENNESSEE LAW ENFORCEMENT TRAINING ACADEMY
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Tennessee Department of Commerce and Insurance, hereinafter referred to as the “State” and CONTRACTOR LEGAL ENTITY NAME, hereinafter referred to as the “Contractor,” is for the provision of Food Service for The Tennessee Law Enforcement Training Academy, as further defined in the "SCOPE OF SERVICES."

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 Federal Employer Identification or Social Security Number: ID NUMBER

Contractor Place of Incorporation or Organization: LOCATION

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. The Contractor will provide daily meals to personnel that are attending training classes at the Tennessee Law Enforcement Training Academy.
 - A.2.a. The service is to be prepared and served at the Tennessee Law Enforcement Training Academy, 3025 Lebanon Road, Nashville, TN 37214-2217.
- A.3. Contractor is to provide three (3) meals per day Monday through Thursday, with one (1) meal on Friday unless notified 48 hours in advance. The following meal types will be provided Monday through Thursday. Only breakfast will be served on Friday, with preparation of approximately five (5) to twenty (20) box lunches.
 - A.3.a. Breakfast
 - A.3.b. Lunch
 - A.3.c. Dinner
 - A.3.d. The following meal types will be provided on as needed basis.
 - 1. Event Meals – Box Lunch
 - a) one (1) sandwich
 - b) one (1) bag of chips
 - c) one (1) cookie
 - d) one (1) fruit
 - e) Contractor will not be responsible for delivery of Event Meals - Box Lunches.
 - 2. Special Events

- a) The special event lunch or dinner meals will be scheduled five (5) to ten (10) times per year. Contractor will be given at least two days notice when a special event meal is requested.
 - b) Graduation receptions will be provided five (5) times per year on set dates.
 - c) Breaks will be provided for certain specialized schools and dignitary meetings. Contractor will be given at least two (2) days' notice when breaks are requested.
- A.3.f. The number of meals to be provided on a per meal basis will be no less than 50 and no more than 300. Meals will be served Monday through Friday. State will provide Contractor with a class schedule and the number of meals to be prepared. The number of meals to be prepared for each day will be given to the Contractor the previous work week. If the number of meals given to the Contractor should change due to unforeseen circumstances, the state will give the Contractor at least one (1) day notice. The Contractor will provide to the state the proposed weekly menu for the state's review, on Monday **prior** to the week of the proposed menu. If the Contractor cannot provide meals to the state from the on-site location for any reason, the Contractor must provide another source to provide the meals. The estimated number of meals to be prepared and served for each of the 5 years of this contract is as follows:
- Breakfast 41,500
 - Lunch 33,540
 - Dinner 33,000
 - Event Meal – Box Lunch 500 (25 events for 20 people)
 - Special Events 100-200 (5-10 events for 20 people)
 - Graduation Receptions 2,500 (5 events for 500 people)
 - Special Breaks 1,250 (50 events for 25 people)
- A.3.g. Each meal period will not exceed two (2) hours. The timeframe for each meal period will be provided by the state after award. Food must be ready to be served at the beginning of each meal period without delay.
- A.4. The Contractor is responsible for ordering and preparing all food items for each meal. Food products will include all menu food items, beverages and appropriate condiments.
- A.4.a. The following beverages are to be served with each meal:
1. Non-Fat Milk
 2. Non-Fat Chocolate Milk
 3. Coffee
 4. Juice
 5. Tea
 6. Various carbonated beverages
- A.5. All food items must be prepared, presented, and stored in accordance with the Health Department guidelines.
- A.6. Equipment. The Contractor is to supply equipment, inventory and service of the following items:
1. Hot Box
 2. Coffee Dispenser
 3. Tea Dispensers
 4. Juice Dispenser (orange juice and kool-aid)
 5. Service utensils and other items
 6. (Spoons, cake/pie servers, ladles, etc.)
 7. Dishware/glassware

If the Contractor's equipment becomes inoperable for any reason, the Contractor will be responsible for taking necessary action to correct the situation. The equipment must be in operation within twenty-four (24) hours.

- A.7. Personnel. The Contractor shall retain control over its employees and agents at all times. The Contractor shall be responsible for all aspects of human resources for its employees working in the Food Service operation. All personnel employed by the Contractor shall at all times and for all purposes be solely in the employment of the Contractor. The Contractor shall be responsible for payroll, taxes, and insurance with respect to its employees, including any income, social security and unemployment taxes and workers' compensation costs and charges. The Contractor shall provide all information required by the State's or Facility's Personnel Department and be responsible for all costs associated with meeting these requirements, such as a Tuberculosis skin test requirement.
- A.8. Maintenance & Cleanup. The Contractor will provide cleaning, sanitation and set-up/breakdown of all meal accessories and provide hardware for the sanitary cleanup after each meal in preparation of service of the next meal. This will consist of cleaning of tables, as well as sweeping the floors. Contractor is to provide all disposable cleaning supplies (trash bags, dishwashing accessories and other disposable cleaning supplies) to complete this task.
- A.9. Menu. A menu of the type and quality of food to be served must follow the following guidelines: (menu to be provided to the staff as previously mentioned and adhered to unless prior approved by the state.)
1. Breakfast will consist 2 parts
 - a) Mandatory items – See Attachment B & C (Part 2 only)
 - b) Rotation items – See Attachment B
 - c) The items to be offered for each meal are not limited to the items on the Rotation list, but must meet or exceed the quality of the items on that list.
 2. Lunch selections will consist of the following:
 - a) Starch item 2 each – See attachment E
 - b) Meat item 2 each – See Attachment E
 - c) Vegetables 2 each – See Attachment E
 - d) Salad Bar – See Attachment C
 - e) Seasonal Items – See Attachment C (Part 2)
 - f) Deli Style Sandwich Bar – See Attachment D
 - g) Desserts 2 each – See Attachment F
 3. Dinner selections will consist of the following:
 - a) Starch item 2 each – See attachment E
 - b) Meat item 2 each – See Attachment E
 - c) Vegetables 3 each – See Attachment E
 - d) Salad Bar – See Attachment C
 - e) Seasonal Items – See Attachment C (Part 2)
 - f) Deli Style Sandwich Bar – See Attachment D
 - g) Desserts 2 each – See Attachment F
 4. The size of any entrée selection is to be no less than 8 ounces precooked. The size of any entrée consisting of a meat extender (casserole) is to be 12 ounces.
 5. The size of each vegetable and starch portion to be served is to be no less than 3 ounces.
 6. Each hot bar meal from the serving line is defined as the following served on a plate:

- a) Breakfast – three items with only one (1) meat item.
- b) Lunch - three (3) items with only one (1) entrée.
- c) Dinner - four (4) items with only one (1) entrée.
- d) Special Event Meal – four (4) items with only one (1) entrée. – See Attachment G

State will be responsible for the following:

A.10. State Provided Items. The state will provide the following items not previously stated:

- 1. Tables, chairs and other dining room accessories.
- 2. Convection oven
- 3. Walk-in cooler
- 4. Dishwasher
- 5. Salad/condiment bar
- 6. Deep Fryer
- 7. Stove
- 8. Griddle

A.11. State Owned Equipment Maintenance. The state shall be responsible for all building maintenance and hardware repairs in the dining room area. The state will replace and/or repair all state owned basic equipment for food handling on an “as needed” basis for the proper and safe handling of food.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on August 1, 2009 and ending on July 31, 2014. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

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). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)				
	Year 1 08/01/2009 to 07/31/2010	Year 2 08/01/2010 to 07/31/2011	Year 3 08/01/2011 to 07/31/2012	Year 4 08/01/2012 to 07/31/2013	Year 5 08/01/2013 to 07/01/2014
Breakfast - per meal basis (1 person)	\$ NUMBER	\$ NUMBER	\$ NUMBER	\$ NUMBER	\$ NUMBER
Lunch - per meal basis (1 person)	\$ NUMBER	\$ NUMBER	\$ NUMBER	\$ NUMBER	\$ NUMBER
Dinner - per meal basis (1 person)	\$ NUMBER	\$ NUMBER	\$ NUMBER	\$ NUMBER	\$ NUMBER
Event Meals - Box Lunch - (1 person)	\$ NUMBER	\$ NUMBER	\$ NUMBER	\$ NUMBER	\$ NUMBER
Special Event Meal - (1 person)	\$ NUMBER	\$ NUMBER	\$ NUMBER	\$ NUMBER	\$ NUMBER
Graduation Reception (1 person)	\$ NUMBER	\$ NUMBER	\$ NUMBER	\$ NUMBER	\$ NUMBER
Special Breaks (1 person)	\$ NUMBER	\$ NUMBER	\$ NUMBER	\$ NUMBER	\$NUMBER

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

Earl Baker
Tennessee Law Enforcement Training Academy
3025 Lebanon Road
Nashville, Tn. 37214-2217

- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

(1) Invoice/Reference Number (assigned by the Contractor);

- (2) Invoice Date;
- (3) Invoice Period (period to which all invoiced charges are applicable);
- (4) Contract Number (assigned by the State to this Contract);
- (5) Account Name: Tennessee Law Enforcement Training Academy;
- (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
- (7) Contractor Name;
- (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
- (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
- (10) Contractor Remittance Address;
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
 - iv. Amount Due by Service; and
 - v. Total Amount Due for the invoice period.

c. The Contractor understands and agrees that an invoice to the State under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) not include any future work but will only be submitted for completed service; and
- (3) not include sales tax or shipping charges.

d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.

e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.

C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

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 which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all

payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. 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 violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, 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 hereby attests, certifies, warrants, and assures 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 A, hereto, semi-annually during the period of this Contract. Such 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 period of this Contract, 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 relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such 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. Said 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 Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the 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.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.11. 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.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or

provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, natural disasters, riots, wars, epidemics or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, 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 relating hereto, whether written or oral.
- D.20. 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 hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

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, these special terms and conditions shall control.
- E.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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified

by written notice.

The State:

Ray Farris, Assistant Director
Tennessee Law Enforcement Training Academy
3025 Lebanon Road
Nashville, Tn. 37214-2217
Ray.Farris@state.tn.us
Telephone # 615-741-4448
FAX # 615-741-3366

The Contractor:

NAME & TITLE OF CONTRACTOR CONTACT PERSON
CONTRACTOR NAME
ADDRESS
EMAIL ADDRESS
Telephone # NUMBER
FAX # NUMBER

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 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 pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 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 may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
 - b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding

the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.

- c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

E.6. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

- a. The Contractor shall maintain, at minimum, the following insurance coverage:
 - (1) 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) per occurrence for employers' liability whichever is greater.
 - (2) Comprehensive Commercial General Liability (including personal injury & 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) per occurrence and two million dollars (\$2,000,000) aggregate.
 - (3) 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 (\$1,000,000) per occurrence.
 - (4) Professional Malpractice Liability with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.
- b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.7. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA 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 HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep

the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

E.8. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.9. 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.

E.10. 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 proposal responding to RFP 33501-10116 (Attachment 6.3, Section B, Item B.13.) 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 persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Business Diversity Enterprise in form and substance as required by said office.

- E.11. 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 temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

- E.12. 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.13. 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 in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

IN WITNESS WHEREOF:

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF COMMERCE AND INSURANCE:

LESLIE A. NEWMAN, COMMISSIONER

DATE

APPROVED:

**M. D. GOETZ, JR., COMMISSIONER
DEPARTMENT OF FINANCE AND ADMINISTRATION**

DATE

JUSTIN WILSON, COMPTROLLER OF THE TREASURY

DATE

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. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

Breakfast

Required Items

Dry Cereal
Biscuits & Toast
Assorted Fruits
Scrambled Eggs
Coffee, Tea, Juice
No Fat Milk
No Fat Chocolate Milk
Assorted Muffins
Assorted Danishes
2 Rotational meat items
2 Rotational items
1 Seasonal Item – See Attachment C (Part 2 only)

Meat Rotational items

Two (2) items from this list are to be offered **or** items of equal or greater quality:

Sliced Bacon
Sausage
Ham

Rotation Items

Two (2) items from this list are to be offered **or** items of equal or greater quality:

Assortment of Bagels with Cream Cheese
Smoked Ham and Cheese Croissant
Hard Boiled Eggs
Sausage, Egg and Cheese Biscuit
Pancakes with Hot Maple Syrup
Ham and Cheese Biscuit
Scrambled Eggs with Onions, Mushrooms and Peppers
Scrambled Eggs with Cheese
Scrambled Eggs with ham & Cheese
French toast with Hot Maple Syrup
Scrambled Eggs with Ham & Cheese
Cheese Grits
Oatmeal

Part 1
Salad Bar

Salad Bar (salad bar must be provided for the lunch and dinner meals). The number of items from the required list to be on the salad bar at any one (1) meal is not to exceed ten (10). Changes can be made at the discretion of the agency.

Required Items:

Tomatoes	Red Skin Potato Salad
Pasta Salad	Cucumbers
Grapes	Green Peppers
Mushrooms	Celery
Chopped Egg	Black Olives
Sunflower Seeds	Cheddar Cheese
Trail Mix	Broccoli
Sweet Pickles	Croutons
Bacon Bits	

Rotational Items:

Salad bar items to be offered on a rotation basis (two (2) items to be served with lunch and dinner meals.) Changes in rotation to be made at the discretion of the agency.

Red pepper	Artichoke hearts
Asparagus	Tuna Salad
Banana peppers	Smoked Ham
Smoked Turkey	Chunky boneless, skinless, chicken breast salad
Cottage Cheese	

Dressings (required):

(At least two (2) must be reduced calorie or fat free)

Ranch
Honey Mustard
Italian
French
Thousand Island

Part 2
Seasonal Items

Items to be offered during the appropriate season. At least one (1) item must be served with each breakfast, lunch and dinner meals.

Oranges	Kiwi
Cantaloupe	Freestone Peaches
Honey Dew Melon	Blueberries
Watermelon	Bananas

Deli Style Sandwich Bar

(to be served with the lunch and dinner meals).

Deli Items:

Ham
Turkey Breast
Boneless, skinless chicken breast
Lean U.S.D.A. Roast Beef (eye of round)
Sliced Cheddar Cheese
Lettuce
Onions
Pickles
Sliced tomatoes
Wheat Bread
Rye Bread
White Bread
Ketchup
Mayonnaise
Mustard

LUNCH & DINNER

Meats for lunch and dinner rotation (two (2) for lunch, two (2) for dinner).

Lasagna with meat sauce
Spaghetti with meat sauce and Fresh Mushrooms
Turkey Breast and Dressing with Homemade Gravy
Fresh Salmon Cakes
Country Style Steak and Gravy
Sliced Roast Beef with Au Jus
Homemade Cheeseburgers
Chicken Parmesan
Chicken Cordon Bleu---Smoked Ham, Swiss cheese, Crushed Tomatoes
Chicken Breast with Bar-B-Que Sauce, Fresh Mushrooms, Onions & Peppers
Pork Loin with Raspberry Sauce
Tomato Basil Meatloaf
Chicken Breast with Dressing and Gravy
Veal Parmesan
Chicken Casserole
Chicken Stir-Fry with Oriental Sauce
Catfish
Rib eye Steak (U.S.D.A. Choice)
Italian Sausage with Green Peppers, Onions, Mushrooms & Banana Peppers
Baked Fish
Bar-B-Que Pork
Oven Fried Chicken

Vegetables and starched served for lunch and dinner rotation:

Baked Sweet Potatoes	Steamed Broccoli
Baked Potatoes	Fresh Cabbage
Rice Pilaf	Stewed Tomatoes
Macaroni and Cheese	Steamed Fresh Asparagus
Shoe peg Corn	Lima Beans
Green Beans	Baked Apples
White Beans	Fresh Turnips
Black-eyed Peas	Zucchini and Squash Casserole
Fresh Carrots with Tarragon	Zucchini and Tomatoes
Freshly Steamed Vegetables with Swiss Cheese	
Homemade Red Skin Mashed Potatoes	

Beverages

Coffee, Tea, Juice
No Fat Milk
No Fat Chocolate Milk
Variety of carbonated beverages

Desserts

Desserts for lunch and dinner rotation (two (2) selections per meal):

Apple Pie	Pound Cake
Cherry Pie	Strawberry Short Cake
Pumpkin Pie	Apple Cobbler
Lemon Pie	Cherry Cobbler
Chocolate Pie	Peach Cobbler
Carrot Cake	Fresh Baked Brownies
Coconut Cake	Fresh Baked Cookies
Strawberry Cream Cheese Cake	Ice Cream (Assortment)
Spice Cake	Frozen Yogurt (Assortment)
Fresh Fruit Trifle mad with Heavy Cream	

The serving size for each dessert portion is to be based on the following:

Pies (in a 10 inch pie pan)---8 slices
Cake and Brownies---3 inches x 3 inches
Cobbler---6 ounces
Yogurt and Ice Cream---6 ounces

Special Event Meals

Special event meals for lunch or dinner (one (1) of the following items or an item of equal or greater quality):

Tenderloin of Beef
New York Strip or Porterhouse or Ribeye steaks
Beef Brisket
Bar-B-Que Ribs
Filet Mignon steaks

Graduation Receptions

Graduation receptions are scheduled five (5) times annually. These dates are set each year prior to the start of the calendar year. Receptions should include the following or substitutions of equal or greater quality:

Punch
Fresh fruit (seasonal)
Cookies
Finger sandwiches
Chicken fingers
Cake
Mixed nuts
Cheese cubes
Vegetables (fresh) with dip
Mints
Any other item suitable and customarily served at a reception
Coffee
Tea
Milk

Special Breaks

Special breaks are estimated at approximately fifty (50) classes per year. These dates will be posted well in advance of need. P.O.S.T. meetings will be one (1) per month and will need breaks provided as well. Breaks should include a variety of the following with any substitutions to be of equal or greater quality:

Coffee
Tea
Bottled water
Nuts
Snack bars
Chips
Cookies
Fresh fruit (seasonal)
Any other items suitable and customarily served at a classroom break.

