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**Roane State Community College**

Request for Proposal

CUSTODIAL MANAGEMENT SERVICES

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| RSCC RFP #: | B0055 |
|  |  |
| Proposal Due Date/Time: | May 28, 2019  2:00 p.m. (EST) |
|  |  |

*Electronic copies of this Request for Proposal available by contacting Dana West at* [*westdk2@roanestate.edu*](mailto:westdk2@roanestate.edu) *or 865-882-4657.*

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**1 INTRODUCTION**

**1.1 Background**

The Tennessee Board of Regents (TBR) is the sixth largest system of public higher education in the nation, with 45 campuses, over 185,000 students, and 13,000 full-time employees. The system consists of six universities – one of which has a law school and one of which has a medical school, 13 community colleges, 26 technical centers, and the system office. Institutions are located in 90 of the 95 counties in Tennessee, and offer a large variety of degrees and services.

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

**1.2 Statement of Purpose**

Roane State Community College has issued this Request for Proposal (RFP) to define the Institution's minimum service requirements; solicit proposals; detail proposal requirements; and, outline the Institution’s process for evaluating proposals and selecting a contractor to provide the requested goods and/or goods and/or services.

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

The Institution intends to secure a contract to acquire the professional services of a reliable, dependable and efficient custodial management vendor who can best provide quality and timely custodial services at an affordable price.

The institution reserves the right, if mutually agreeable to both parties, to add additional square footage and additional buildings/locations at the rates per square feet in effect for the year in which the additional space is added to the contract. Should additional space be added, the contract will be appropriately amended.

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

The RFP Attachment 6.2, *Pro Forma* Contract details the Institution’s required:

* Scope of Services and Deliverables in Section A;
* Contract Period in Section B;
* Payment Terms in Section C;
* Terms and Conditions in Section D; and,
* Additional Terms and Conditions in Section E.

**The *Pro Forma* Contract substantially represents the contract document that the Proposer selected by the Institution MUST agree to and sign.** A Proposal that limits or changes any of the terms or conditions contained in the Pro Forma Contract may be considered non-responsive.

**1.****4** **Coverage and Participation**

It is acknowledged that Roane State Community College is issuing this proposal on behalf of all TBR Members Institutions and an option for the State of Tennessee Departments to utilize the resulting Agreement. A listing of these institutions is provided in Attachment 6.9

**1.5 Nondiscrimination**

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

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

Odell Fearn

Director, Human Resources

Roane State Community College

276 Patton Lane

Harriman, TN 37748

865-882-4679

**1.6 Assistance to Proposers with a Disability**

A Proposer with a disability may receive accommodation regarding the means of communicating this RFP and participating in this RFP process. A Proposer with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the Disability Accommodation Request Deadline in the RFP Section 2, Schedule of Events.

**1.7 RFP Communications**

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

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

Dana West

Roane State Community College

276 Patton Lane

Harriman, TN 37748

Telephone: (865) 882-4657

Westdk2@roanestate.edu

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

**RFP-B0055**

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

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

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

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

1.7.7 The Institution will convey all official responses and communications and reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP. Such communication may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the Institution.

1.7.8 Any data or factual information provided by the Institution (in this RFP, an RFP Amendment or any other communication relating to this RFP) is for informational purposes only. The Institution will make reasonable efforts to ensure the accuracy of such data or information, however it is the Proposer’s obligation to independently verify any data or information provided by the Institution. The Institution expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Proposers.

**1.8 Notice of Intent to Propose**

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

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

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

**1.9 Proposal Deadline**

Proposals must be submitted no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond to the written RFP and any RFP exhibits, attachments, or amendments. A late proposal shall not be accepted, and a Proposer's failure to submit a proposal before the deadline shall cause the proposal to be disqualified.

**1.10 Pre-Proposal Conference**

A Pre-Proposal Conference will be held at the time and date listed in the RFP Section 2, Schedule of Events. The purpose of the conference is to discuss the RFP scope of goods and/or services. No oral questions will be entertained prior to the pre-proposal conference. Questions may/shall be submitted to the RFP Coordinator in writing prior to the Conference. Oral responses to any question(s) at the Pre-Proposal Conference shall be considered tentative and non-binding with regard to this RFP.

Additional Questions, as well as any questions asked at the Pre-Proposal Conference, concerning the RFP must be submitted in writing prior to the Written Comments Deadline date in the RFP Section 2, Schedule of Events. To ensure accurate, consistent responses to all known potential Proposers, the official response to all questions will be issued by the Institution as described in RFP Section 1.7 above and on the date detailed in the RFP Section 2, Schedule of Events. Pre-Proposal Conference attendance is/is not mandatory, and each potential Proposer may be limited to a maximum number of attendees depending upon space limitations. The conference will be held at:

**Walden Ridge Dining Room, May 14, 2019, at 9:00 a.m. (EST)**

**1.11 Performance Bond**

The Institution will not require a performance bond.

**2 RFP SCHEDULE OF EVENTS**

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

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| **RFP SCHEDULE OF EVENTS**  **NOTICE: The Institution reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The Institution will communicate any adjustment to the Schedule of Events to the potential Proposers from whom the Institution has received a Notice of Intent to Propose.** | | |
| **EVENT** | **TIME**  **(EST)** | **DATE (all dates are Institution business days)** |
| 1. Institution Issues RFP | **4:00 pm** | **May 8, 2019** |
| 1. Disability Accommodation Request Deadline | **4:00 pm** | **May 13, 2019** |
| 1. Pre-proposal Conference (Walden Ridge Dining Room-Roane County Campus) | **9:00 am** | **May 14, 2019** |
| 1. Written Comments/Questions Deadline | **4:00 pm** | **May 16, 2019** |
| 1. Notice of Intent to Propose | **4:00 pm** | **May 17, 2019** |
| 1. Institution Responds to Written Comments | **4:00 pm** | **May 20, 2019** |
| 1. Proposal Deadline | **2:00 pm** | **May 28, 2019** |
| 1. Institution Completes Technical Proposal Evaluations | **4:00 pm** | **May 31, 2019** |
| 1. Institution Opens Cost Proposals and Calculates Scores | **2:00 pm** | **June 4, 2019** |
| 1. Institution Issues Intent to Award Letter and Opens RFP Files for Public Inspection | **4:00 pm** | **June 4, 2019** |
| 1. Award of Contract | **4:00 pm** | **June 7, 2019** |
| 1. Contract Effective Date | **8:00 am** | **July 1, 2019** |

**3 PROPOSAL REQUIREMENTS**

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

**3.1 Proposal Form and Delivery**

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

3.1.2 Each Proposer must submit one (1) original, (**signed in blue, non-permanent ink**), one (1) \*electronic, and one (1) copy of the Technical Proposal to the Institution in a sealed package that is clearly marked:

**“Technical Proposal in Response to RFP B0055 – Do Not Open”**

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

3.1.3 Each Proposer must submit one (1) original **(signed in blue, non-permanent ink)**, one (1) electronic\*, and one (1) copy of the Cost Proposal to the Institution in a separate, sealed package that is clearly marked:

**“Cost Proposal in Response to RFP B0055 -- Do Not Open”**

\*electronic copy must be submitted on a flash drive with the Cost Proposal submission in the format it was provided to the Proposer by the Institution (i.e. Word or Excel).

3.1.4 If a Proposer encloses the separately sealed proposals (as detailed above) in a larger package for mailing, the Proposer must clearly mark the outermost package:

**“Contains Separately Sealed Technical and Cost Proposals for RFP B0055”**

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

**Purchasing Office (Room D-109); ATTN Dana West; Roane State Community College; 276 Patton Lane; Harriman, TN 37748**

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

**3.2 Technical Proposal**

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

**NOTICE: NO COST OR PRICING INFORMATION SHALL BE INCLUDED IN THE TECHNICAL PROPOSAL. THIS INCLUDES REFERENCES TO ITEMS THAT ARE INCLUDED “FREE” OR “AT NO ADDITIONAL COST”, ETC. INCLUSION OF COST OR PRICING INFORMATION IN THE TECHNICAL PROPOSAL MAY MAKE THE PROPOSAL NON-RESPONSIVE, AND THE INSTITUTION MAY REJECT IT, AT ITS SOLE DISCRETION.**

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

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

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

3.2.5 The Institution may, at its sole discretion, determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference sections of the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide; **(including using Attachment 6.5 as a table of contents as specified in 3.2.2 hereof);**

3.2.6 The Institution may determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide

3.2.7 The Proposer must sign and date the Technical Proposal. Digital, electronic, or facsimile signatures will not be acceptable as the original signature. **Failure to submit one (1) original with an original signature will be cause for rejection of the proposal.**

3.2.8 In the event of a discrepancy between the original Technical Proposal and the digital copy, the original, signed document will take precedence.

**3.3 Cost Proposal**

3.3.1 The Cost Proposal must be submitted to the Institution in a sealed package separate from the Technical proposal.

3.3.2 The Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.6, Cost Proposal and Scoring Guide.

3.3.3 Each Proposer shall ONLY record the proposed cost exactly as required by the Cost Proposal and Evaluation Guide and shall NOT record any other rates, amounts, or information. See Section C.4 of Attachment 6.4 for instruction on providing additional/optional cost rates.

3.3.4 The proposed cost shall incorporate all costs for goods and/or goods and/or services under the Contract for the total contract period.

3.3.5 The Proposer must sign and date the original Cost Proposal. Digital, electronic, or facsimile signatures will not be acceptable as the original signature. **Failure to submit one (1) original with an original signature will be cause for rejection of the proposal.**

3.3.6 If a Proposer fails to submit a Cost Proposal as required, the Institution shall determine the proposal to be non-responsive and reject it.

**4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION**

**4.1 Proposer Required Review and Waiver of Objections**

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

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

**4.2 RFP Amendment and Cancellation**

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

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

**4.3 Proposal Prohibitions and Right of Rejection**

4.3.1 The Institution reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.

4.3.2 Each proposal must comply with all of the terms of this RFP and all applicable state laws and regulations. The Institution may consider any proposal that does not comply with all of the terms, conditions, and requirements of this RFP to be non-responsive and reject it.

4.3.3 A proposal of alternate services (*i.e*., a proposal that offers services different from those requested by this RFP) shall be considered non-responsive and rejected.

4.3.4 A Proposer may not restrict the rights of the Institution or otherwise qualify a proposal. The Institution may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.5 A Proposer shall not submit more than one proposal that offers the goods and/or services requested by this RFP. Submitting more than one proposal shall result in the disqualification of the Proposer unless specifically provided for in this RFP.

4.3.6 A Proposer shall not submit multiple proposals in different capacities. This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and a second Proposer submitting a proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime contractor. Submitting multiple proposals in different capacities may result in the disqualification of all Proposers knowingly involved.

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

4.3.8 The Institution shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:

* + - 1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
      2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
      3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.
    1. The Institution reserves the right, at its sole discretion, to waive a proposal’s variances from full compliance with this RFP. If the Institution waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with the RFP.

**4.4 Incorrect Proposal Information**

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

4.5 **Proposal of Additional Goods and/or services**

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

4.6 Assignment & Subcontracting

4.6.1.    The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the Institution.  The Institution reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.6.2.   If a Proposer intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.4., Section B, Qualifications & Experience Requirements, Item B.11.).

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

4.6.4.    After contract award, a Contractor may only substitute an approved subcontractor at the discretion of the Institution and with the Institution’s prior, written approval.

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

**4.7 Right to Refuse Personnel**

At its sole discretion, the Institution reserves the right to refuse any personnel, of the prime contractor or a subcontractor, for use in the performance of a contract pursuant to this RFP.

**4.8 Insurance**

Successful Proposer must provide and maintain a commercial general liability policy. The policy shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of $1,000,000 per occurrence, $3,000,000 in the aggregate. The Proposer shall maintain workers’ compensation coverage or a self-insured program as required under Tennessee law. The Proposer shall deliver to the Institution a certificate of insurance no later than the effective date of the contract. If any policy providing insurance required by the contract is cancelled prior to the policy expiration date, the Proposer, upon receiving a notice of cancellation, shall give immediate notice to the Institution.

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

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

**4.9 Professional Licensure and Department of Revenue Registration**

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

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

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

**4.10 Financial Stability**

The successful Proposer will be required to provide information to the institution to demonstrate financial stability and capability prior to award of contract. These requirements are located in Attachment 6.4 of this RFP.

**4.11 NOT USED.**

**4.12 Proposal Withdrawal**

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

**4.13 Proposal Errors and Amendments**

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

**4.14 Proposal Preparation Costs**

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

**4.15** **Continued Validity of Proposals**

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

**4.16 Disclosure of Proposal Contents**

4.16.1 Each proposal and all materials submitted to the Institution in response to this RFP shall become the property of the Institution. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process.

4.16.2 Upon the completion of the evaluation of proposals, indicated by public release of a Letter of Intent to Award, the proposals and associated materials shall be open for review by the public in accordance with Tennessee Code Annotated, Section 10-7-504. By submitting a proposal, the Proposer acknowledges and accepts that the proposal contents and associated documents shall become open to public inspection in accordance with said statute.

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

**4.17 Contract Approval**

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

4.18 **Contract Performance**

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

4.19 **Contract Amendment**After contract award, the Institution may request the Contractor to deliver additional goods and/or perform additional services within the general scope of the contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the Institution will provide the Contractor a written description of the additional goods and/or services. The Contractor must respond to the Institution with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor’s response to this RFP. If the Institution and the Contractor reach an agreement regarding the goods and/or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods and/or services must be signed by both the Institution and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render services until the Institution has issued a written contract amendment with all required approvals.

**4.20 Severability**

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

* 1. **Next Ranked Proposer**

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

* 1. **Contractor Registration**

After the contract is awarded, the vendor shall complete TBR’s Total Supplier Management (TSM) System vendor registration process. When applicable, the Institution shall work with Proposers and the Governor’s Office of Diversity Business Enterprise (Go-DBE) for Proposers to obtain official state certification. Although registration with the Institution is not required to make a proposal, a resulting contract from this RFP process cannot be finalized without the successful proposer being a registered vendor in the TBR Total Supplier Management (TSM) system.

**4.23** **Policy and Guideline Compliance**

This proposal request and any award made hereunder are subject to the policies and guidelines of the Tennessee Board of Regents (<http://tbr.edu>) and the Institution (available upon request).

**4.24 Protest Procedures.**

Refer to the following Internet URL to obtain the Institution’s bid protest procedures:

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

A sample protest bond format is provided as Attachment 6.10. A protest shall be considered waived if the subject matter of the protest was known or should have been known to the protester before the Written Comments Deadline and the Protester did not raise the issue in a Written Comment.

**5 PROPOSAL EVALUATION & CONTRACT AWARD**

**5.1 Evaluation Categories and Maximum Points**

The Institution will consider qualifications and 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 Proposal deemed by the Institution to be responsive.

|  |  |
| --- | --- |
| **CATEGORY** | **MAXIMUM POINTS POSSIBLE** |
| Qualifications and Experience | **30.0%** |
| Technical Approach | **30.0%** |
| Cost Proposal | **40.0%** |

**5.2 Evaluation Process**

The 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 deemed by the Institution to offer the best combination of attributes based upon the evaluation criteria. “Responsive Proposer” is defined as a Proposer that has submitted a response that conforms in all material respects to the RFP. “Responsible Proposer” is defined as a Proposer that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

**5.2.1 Technical Response Evaluation**

The Solicitation Coordinator will use the RFP Attachment 6.5, Technical Proposal and Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

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

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

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

5.2.1.4 The Institution reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by the Institution. The subject Proposer shall put any resulting clarification in writing as may be required by the Institution.

5.2.2 **Cost Proposal Evaluation**

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

**5.2.3 Total Proposal Score**

The Solicitation Coordinator will calculate the sum of the Technical Proposal scores and the Cost Proposal scores and record the resulting number as the total score for the subject Proposal. (refer to RFP Attachment 6.8., Score Summary Matrix).

**5.3 Contract Award Process**

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

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

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

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

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

5.3.4 The Proposer with the apparent best-evaluated proposal must agree to and sign a contract with the Institution that shall be substantially the same as the RFP Attachment 6.2, Pro Forma Contract.  
  
Prior to contract execution, the Institution reserves the right, at its sole discretion, to add terms and conditions or to revise Pro Forma Contract requirements in the Institution’s best interests. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.

5.3.5 The Proposer with the apparent best-evaluated proposal must sign and return the Contract no later than the Award of Contract Date in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed Contract by the deadline, the Institution may determine that the Proposer is non-responsive to the RFP terms and reject the proposal.

5.3.6 If the Institution determines that the apparent best-evaluated proposal is non-responsive and rejects the proposal, the Solicitation Coordinator will re-calculate scores for each responsive Cost Proposal to determine the new, apparent best-evaluated proposal.

**ATTACHMENT 6.1**



TENNESSEE BOARD OF REGENTS

HIGHER EDUCATION SYSTEM

Minority / Ethnicity Form

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

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

\***Minority Ownership Clarification:**

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

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

a) African American (a person having origins in any of the black racial groups of Africa);

b) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

c) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or

d) Native American (a person having origins in any of the original peoples of North America).

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT 6.2**

***PRO FORMA* CONTRACT**

**The *Pro Forma* Contract set forth in this Attachment contains some “blanks”, signified in brackets by words in all capital letters, describing material to be added, along with appropriate additional information, in the final contract resulting from this RFP.**

**CONTRACT  
BETWEEN ROANE STATE COMMUNITY COLLEGE  
AND  
[CONTRACTOR NAME]**

This Contract, by and between Roane State Community College, hereinafter referred to as the “Institution” and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the “Contractor,” is for the provision of Custodial Management Services, as further defined in the "SCOPE OF SERVICES."

The Contractor is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY]. The Contractor’s address is:

[ADDRESS]

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

A. SCOPE OF SERVICES:

A.1. Professional services of a custodial management vendor to provide quality and timely custodial services in accordance with the terms and conditions specified in RFP B0055.

A.2. The Contractor agrees to provide goods and/or services to the Institution as well as the eligible institutions listed in Attachment 6.4.

B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing on July 1, 2019 and ending on June 30, 2024. The Institution 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 Institution under this Contract exceed [WRITTEN DOLLAR AMOUNT] [$NUMBER AMOUNT]. The Service Rates in Section C.3 include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the Institution requests work and the Contractor performs the work.

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

C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates Attachment X for units of service authorized by the Institution in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor’s compensation shall be contingent upon the satisfactory completion of units of service or project milestones listed below. The Contractor shall be compensated based upon the following Service Rates:

|  |  |
| --- | --- |
| **SERVICE UNIT/MILESTONE [DUE DATE]** | **AMOUNT** |
| Monthly Invoices | $[NUMBER AMOUNT] |
| Special Events or additional services | $[NUMBER AMOUNT] |

The Contractor shall submit monthly invoices, in form and substance acceptable to the Institution with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

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

C.5. Payment of Invoice. The payment of an invoice by the Institution shall not prejudice the Institution's right to object to or question any invoice or matter in relation thereto. Such payment by the Institution shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Institution, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.7. Deductions. The Institution reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the Institution any amounts which are or shall become due and payable to the Institution by the Contractor.

D. TERMS AND CONDITIONS:

D.1. Required Approvals. The Institution is not bound by this Contract until it is approved by the appropriate officials in accordance with applicable Tennessee laws and regulations as shown on the signature page of this Contract.

D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials.

D.3. Ethnicity. This Contract shall not be executed until the Contractor has completed the Minority/Ethnicity Form.

D.4. Termination for Convenience. The Institution may terminate this Contract without cause for any reason. Termination under this Section D. 4 shall not be deemed a Breach of Contract by the Institution. The Institution shall give the Contractor at least one hundred twenty (120) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the Institution be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.5. Termination for Cause. If the Contractor fails to perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any term of this Contract, the Institution shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services; provided, however, Institution shall have the option to give Contractor written notice and a specified period of time in which to cure. Notwithstanding the above, the Contractor shall not be relieved of liability to the Institution for damages sustained by virtue of any breach of this Contract by the Contractor.

D.6. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Institution. If such subcontracts are approved by the Institution, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination". Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.7. Conflicts of Interest. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

D.8. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.9. Records. The Contractor shall maintain documentation for all charges against the Institution under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Institution, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.10. Monitoring. The Contractor’s activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the Institution, the Comptroller of the Treasury, or their duly appointed representatives.

D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the Institution monthly as requested.

D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that the parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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

D.14. Institution Liability. The Institution shall have no liability except as specifically provided in this Contract.

D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties’ control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, epidemics or any other similar cause.

D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations, including Institution policies and guidelines in the performance of this Contract.

D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the Tennessee Claims Commission in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the Institution or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under ***Tennessee Code Annotated***, Sections 9-8-101 through 9-8-407.

D.18. Severability. If any terms or conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. ADDITIONAL TERMS AND CONDITIONS:

E.1. Communications and Contacts.

The Institution:  
 Dana West, Director of Purchasing and Contracts  
 Roane State Community College  
 276 Patton Lane

Harriman, TN 37748  
 865-882-4657

Westdk2@roanestate.edu  
  
The Contractor:  
 [NAME AND TITLE OF CONTRACTOR CONTACT PERSON]  
 [CONTRACTOR NAME]  
 [ADDRESS]  
 [TELEPHONE NUMBER]   
 [EMAIL]

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

E.2. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Institution reserves the right to terminate the Contract upon written notice to the Contractor. Termination under this Section E.2 shall not be deemed a breach of Contract by the Institution. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the Institution any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.3. Breach. A party shall be deemed to have breached the Contract if any of the following occurs (However, this list is not exclusive.):  
  
— failure to perform in accordance with any term or provision of the Contract;  
— partial performance of any term or provision of the Contract;  
— any act prohibited or restricted by the Contract, or  
— violation of any warranty.  
  
For purposes of this Contract, these items shall hereinafter be referred to as a “Breach.”

a. Contractor Breach— Institution shall notify Contractor in writing of a Breach.

(1) In event of a Breach by Contractor, the Institution shall have available the remedy of actual damages and any other remedy available at law or equity.

(2) Liquidated Damages— Institution will assess liquidated damages pursuant to in the following amounts:

For each call Institution makes to Contract Manager to which Contract Manager does not respond with a return call (or personal visit) within sixty (60) minutes as set forth Contractor Requirements, Contractor shall pay Institution fifty dollars ($50) per hour until such response is received.

(3) Partial Default— In the event of a Breach, the Institution may declare a Partial Default. In which case, the Institution shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the Institution will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the Institution may revise the time periods contained in the notice written to the Contractor.

In the event the Institution declares a Partial Default, the Institution may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the Institution of providing the defaulted service, whether said service is provided by the Institution or a third party. To determine the amount the Contractor is being paid for any particular service, the Institution shall be entitled to receive within five (5) days of any request, pertinent material from Contractor. The Institution shall make the final and binding determination of the amount.   
  
The Institution may assess Liquidated Damages against the Contractor for any failure to perform. Upon Partial Default, the Contractor shall have no right to recover from the Institution any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the Institution in the event a Partial Default is declared.

b. Institution Breach— In the event of a Breach of contract by the Institution, the Contractor shall notify the Institution in writing within 30 days of any Breach of contract by the Institution. The notice shall contain a description of the Breach. In the event of Breach by the Institution, the Contractor may avail itself of any remedy available in the Claims Commission; provided, however, failure by the Contractor to give the Institution written notice and opportunity to cure as described herein operates as a waiver of the Institution’s Breach. Failure by the Contractor to file a claim before the Claims Commission within one (1) year of the written notice of Breach shall operate as a waiver of the claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

E.4. Copyrights and Patents/Institution Ownership of Work Products. Contractor grants Institution a world-wide, perpetual, non-exclusive, irrevocable, fully paid up license to use any proprietary software products delivered under this Contract. The Institution shall have royalty-free and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, as well as share in any financial benefits derived from the commercial exploitation of all work products created, designed, developed, or derived from the services provided under this Contract. The Institution shall have the right to copy, distribute, modify and use any training materials delivered under this Contract for internal purposes only.

The Contractor agrees to indemnify and hold harmless the Institution as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the Institution for infringement of any third party’s intellectual property rights, including but not limited to, any alleged patent or copyright violations. The Institution shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor’s own defense thereof. In any such action brought against the Institution, the Contractor shall take all reasonable steps to secure a license for Institution to continue to use the alleged infringing product or, in the alternative, shall find or develop a reasonable, non-infringing alternative to satisfy the requirements of this Contract.

The Contractor further agrees that it shall be liable for the reasonable fees of attorneys for the Institution in the event such service is necessitated to enforce the obligations of the Contractor to the Institution.

E.5. Insurance.  The Contractor shall maintain a commercial general liability policy.  The commercial general liability policy shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of $1,000,000 per occurrence, $3,000,000 in the aggregate.  The Contractor shall maintain workers’ compensation coverage or a self-insured program as required under Tennessee law.  The Contractor shall deliver to the Institution both certificates of insurance no later than the effective date of the Contract.  If any policy providing insurance required by the Contract is cancelled prior to the policy expiration date, the Contractor, upon receiving a notice of cancellation, shall give immediate notice to the Institution.

The enumeration in the Contract of the kinds and amounts of liability insurance shall not abridge, diminish or affect the Contractor’s legal responsibilities arising out of or resulting from the services under this Contract.

E.6. Performance Bond. – N/A

E.7. Competitive Procurements. If this Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or services, such procurements shall be made on a competitive basis, when practical.

E.8. Inventory/Equipment Control. Contractor will provide all equipment and materials necessary to perform required services.

E.9. Institution Furnished Property. Not applicable.

E.10. Contract Documents. Included in this Contract by reference are the following documents:  
  
a***.*** This Contract document and its attachments  
b***.*** The Request for Proposal #B0055 and its associated amendments  
c***.*** The Contractor’s Proposal due May 28, 2019.  
  
In the event of a discrepancy or ambiguity regarding the interpretation of this Contract, these documents shall govern in order of precedence as listed above.

E.11. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor’s relationship with the Institution hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.

E.12. Hold Harmless. The Contractor agrees to indemnify and hold harmless the Institution as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the Institution in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the Institution.

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

E.13. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

E.14. Prohibition on Hiring Illegal Immigrants.  Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that Contactor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract.  The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance (“the Attestation”), which is attached and hereby incorporated as Attachment A.

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

E.15. Contractor Commitment to Diversity. The Contractor shall assist the Institution in monitoring the Contractor’s performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the Institution in form and substance as required by Institution.

E.16. The Contractor fully understands that this Agreement is not binding except and until all appropriate State officials' approvals and signatures have been obtained, and the fully executed document returned to the Contractor.

E.17. Iran Divestment Act.   The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract.  The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

|  |  |
| --- | --- |
| **IN WITNESS WHEREOF:** | |
| **[CONTRACTOR LEGAL ENTITY NAME]:** | |
|  | |
| **[NAME AND TITLE]** | **Date** |
|  | |
| **ROANE STATE COMMUNITY COLLEGE:** | |
|  | |
| **Dr. Chris Whaley, President** | **Date** |
|  | |
| **APPROVED:** | |
| **TENNESSEE BOARD OF REGENTS:** | |
|  | |
| **John G. Morgan, Chancellor** | **Date** |

|  |  |  |
| --- | --- | --- |
| **ATTACHMENT A**  **ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE** | | |
| **BID/CONTRACT NUMBER:** | | B0055 |
| **CONTRACTOR LEGAL ENTITY NAME:** | |  |
| **FEDERAL EMPLOYER IDENTIFICATION NUMBER:** (or Social Security Number) | |  |
| **The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.** | | |
| **SIGNATURE & DATE:** |  | |
|  | NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual’s authority to contractually bind the Contractor. | |

**ATTACHMENT 6.3**

|  |  |
| --- | --- |
| **PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES *The Proposer must complete and sign this Technical Proposal Transmittal. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the individual is not the Proposer’s chief executive, attach evidence showing the individual’s authority to bind the proposing entity.*** | |
| **The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:**   1. This proposal constitutes a commitment to provide all goods and/or services as defined in the RFP Attachment 6.2, *Pro Forma* Contract, Scope of Goods and/or Services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.2, *Pro Forma* Contract. A Proposal that limits or changes any of the terms or conditions contained in the Pro Forma Contract may be considered by the Institution, in its sole discretion, non-responsive and may be rejected. 2. The information detailed in the proposal submitted herewith in response to the RFP is accurate. 3. The proposal submitted herewith in response to the RFP shall remain valid for at one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP. 4. The Proposer shall comply with all applicable State and Federal laws and regulations, including Institution policies and guidelines in the submission of its Proposal and, if the successful Proposer, in the performance of the Contract. 5. The Proposer shall comply with all of the provisions in the subject RFP. 6. The Proposer \_\_\_does or \_\_\_does not agree that this proposal pricing is for all TBR Institutions with the option for the University of Tennessee System of Higher Education and the State of Tennessee Departments to utilize the resulting Agreement. A listing of these institutions is provided in Attachment 6.9**.** 7. The Proposer certifies, by signature below and submission of this proposal, to the best of its knowledge and belief, that it and its principals:   a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;  b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with, obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;  c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in section b. of this certification; and  d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.   1. The Proposer understands and agrees that Proposer shall be paid by ACH payment OR the method agreed upon between the Institution and the Proposer. 2. By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to §12-12-106.  For reference purposes, the list is currently available online at: <http://www.tn.gov/generalservices/>. | |
| **SIGNATURE & DATE:** |  |
|  | |

**ATTACHMENT 6.4**

**PROJECT NARRATIVE AND DOCUMENTATION**

### **6.0** **SCOPE OF WORK**

6.1. Roane State Community College is requesting firm price quotes for our custodial services. Through this Request for Proposal (RFP) it is the intent of the Institution to acquire the professional services of a reliable, dependable and efficient custodial management vendor who can best provide quality and timely custodial services for the following facilities:

Dunbar Building Administration - 20,787 sf

Dunbar Gym - 44,565 sf

Dunbar Classroom - 65,823 sf

Technology Building - 40,405 sf

O’Brien Building - 43,882 sf

Library - 32,434 sf

Expo Center (select portions) - 4,600 sf (twice per week cleaning)

Oak Ridge Branch Campus Main Building - 115,860 sf

Goff Health Sciences and Technology Buildings - Oak Ridge Campus 65,041 sf

Princess Theatre - (lobby, trailhead area & 1st floor bathrooms) approximately 3,500 sq ft (one cleaning per week)

Athletic Fields on Harriman Campus – restrooms cleaned during ball season (August – May)

6.2. The contractor must at a minimum maintain all custodial services to the levels of and the frequencies described in Section 11.1.

The contractor’s services will include approximately **436,897 gross** square feet and of that 434,122 sf will be cleaned APPA 2 standards and 2,775 sf will be cleaned at APPA 1 standards.

Note: All vendors must base their firm price quotations using the Institution Cleaning Specifications listed and described on Section 11.1.

Note: The Institution will provide a day porter for the Harriman and Oak Ridge campuses.

1. **GENERAL**

The contractor shall be responsible for providing all necessary labor, materials, and quality personnel (supervisors, managers, employees, etc.) to maintain these facilities in the highest standards for the Institution, and to perform all required services at the frequencies specified.

During the performance of their duties, the contractor is to report any inoperable area lighting or any other maintenance and safety issues to the Physical Plant Department.

* 1. **Terms and Conditions**

The contractor shall:

* Be an independent contractor
* Provide adequate and trained staff
* Be subject to inspection (See section 7.6)
* Take corrective action within a specified time
* Have personnel wear uniforms and identification such as badges or labels
* Provide necessary and appropriate liability insurance
* Provide all equipment and materials necessary to perform required services
* Respond to all custodial work requests in a timely manner
* Provide the ability for the Institution to communicate with the supervisor 24/7.
* Provide litter patrol/ground policing for all areas within a 25’ perimeter of all facilities included in this RFP.
* Empty all exterior trashcans including the Athletic fields during season.
* Empty recycling containers throughout the building in the correct dumpster (mixed paper, cardboard, aluminum cans, and plastic bottles) as needed.
  1. **Contractor Requirements**
* Bears the total cost of the contracted services including labor and materials.
* Provide list of clients
* Provide written procedures for performing routine custodial services
  1. **Reporting and Coordinating**
     1. The on-site manager shall coordinate with and report to the Director of Physical Plant or his designee, and shall be subject to this management on behalf of the Institution.
     2. The on-site manager shall provide all records/reports including time cards, work schedules, inspections, cleaning schedules if requested.
     3. The on-site manager will attend meetings for the purpose of a performance review as scheduled by the college.
  2. **Supplies, Materials and Equipment**
     1. The contractor will provide the necessary supplies, materials and equipment at its own cost and expendable supplies, including but not limited to, toilet tissue, paper towels, deodorants, washroom soap, plastic container liners (trash bags), vacuum cleaners, buffing machines, scrubbing machines, wet and dry vacs, carpet cleaners/steam cleaners, etc., necessary to complete all work required. Dumpsters are provided by the institution at each campus.
     2. The contractor shall provide a rate of compensation for extra services (when required and preauthorized by the Director of Physical Plant or his designee) to include labor and all materials.
     3. All prospective bidders are expected to cover all RSCC events in their respective buildings. There will be no extra compensation for these events. The contractor will be required to check the RSCC web site for special events scheduled for the respective facilities. Special events for RSCC; i.e., basketball, baseball, and softball games; theater presentations, music presentations, graduations, academic festival, merit badge college, etc. are not considered extra compensation to the contract. Only rentals by outside organizations are to be submitted for extra compensation if special coverage is requested.
     4. The contractor will submit requests for reimbursement of all approved costs for extra services as approved by the Director of Physical Plant or his designee. Extra services will be considered custodial services provided for any non-Institutional related function; such as lease of facilities, concerts, meetings, conferences, including Expo Center events, etc.
     5. The contractor will store his/her supplies and equipment in on site containers supplied by the contractor or in areas mutually agreed upon by the Director of Physical Plant.
  3. **Management Systems**

The contractor shall provide clearly defined routines, records, requirements, tests and inspection service, operating instructions, and administrative procedures essential to the designated custodial levels. The contractor will develop and maintain a manual containing instructions for what is to be done and how to do it. This manual is subject to review and evaluation by the Institution at any time.

* 1. **Quality Control**
     1. The contractor shall put in place, but not be limited to, the following:
* Daily inspection
* Weekly inspection
* Review of progress.
  + 1. The contractor shall be subject to the daily inspection of the facilities by a designated staff member assigned by the Director of Physical Plant or his designee to ensure contract compliance. Failure to comply may result in a cost reduction for a facility or group of facilities not meeting the standards of the contract.
  1. **Space and Services Requested**

The contractor shall note any request for space such as office, storage and use of other facility space in its response to the RFP. If requested, RSCC will provide office space to the successful bidder. This space will be one office located in a building to be determined by the institution.

**7.8 Clause Heading**

The heading in this RFP is for ready reference only and shall not be deemed to define, limit or extend the scope or intent of the respective clauses.

* 1. **Damage or Theft**

The contractor shall be responsible for any damage to, or theft of, Institution property by its employees, officials and all parties under the contractor’s control and shall provide a procedure for redemption of any such loss. This includes but is not limited to the cost of rekeying should keys be lost or stolen.

* 1. **Service Levels**

Service Levels are outlined in Section 11.1.

* 1. **Area Coverage (square footage)**

Area coverage and square footage for services to be performed are outlined in Section 6.1.

* 1. **Facilities Operating Hours**

7.12.1 Normal operating hours are as follows:

1. Dunbar Building (A,B & C) , Monday – Friday, 7:30 a.m. - 10:30 p.m.
2. Technology Building, Monday – Friday, 7:30 a.m. - 10:30 p.m.
3. O’Brien Building, Monday – Friday, 7:30 a.m. – 10:30 p.m.
4. Library, Monday – Thursday, 8:00 a.m. – 10:00 p.m., Friday, 8:00 – 5:00, Saturday, 9:00 a.m. – 1:00 p.m.
5. Physical Plant, Monday – Friday, 7:00 a.m. – 3:30 p.m.
6. Expo Center, Monday – Friday, 7:00 a.m. – 3:30 p.m.
7. Oak Ridge Branch Campus, (schedule below subject to change between semesters)

Monday - Friday, 7:30 a.m. – 10:00 p.m.;

Saturday - 7:00 a.m. – 5:00 p.m.; and

Sunday - noon-5:00 p.m.

(**Special activities or hours of operation may be scheduled outside of these time frames**)

**7.13. Access**

Contractor will be issued appropriate keys and be responsible for abiding by the RSCC access policies (RSCC Policy GA-09-01). The associated costs with lost or misplaced keys or cards including appropriate security will be borne by the contractor. The contractor will provide the Chief of Police or his designee with a plan to ensure control of all issued keys or access cards.

**7.14. Areas Not Part of Contract**

All food service prep areas and bookstore areas are not part of this RFP. Generally the food service contractor and bookstore contractor will coordinate their own housekeeping. This relationship may require coordination between the two contractors especially in overlapping areas. However, dining areas are included in this contract.

**7.15. Staffing**

The vendor will determine the appropriate staffing. Although, Institution will require appropriate background checks for all Contractor’s employees. The vendor shall present the staffing as part of the RFP response. Thereafter, contractor will keep the Director of Physical Plant or his designee appraised of any changes. Each shall be supervised by an experienced and qualified supervisor.

**7.16. Communications**

The contractor’s supervisor will be required to carry a radio supplied by the Institution and cell phones supplied by the contractor at all times. The Institution must be able to contact the contractor 24/7.

* 1. **General Comments**:

As part of the vendor’s proposal, the vendor should indicate the vendor’s policy and practice with regard to the use of environmentally friendly “green” products and practices.

**8.0 NOT USED**

**9.0 ROANE STATE COMMUNITY COLLEGE – CUSTODIAL SERVICE LEVELS**

The following custodial service levels were developed from a list published by the Association of Physical Plant Administrators. Roane State Community College’s minimum requirement for each level of service is detailed adjacent to each level.

**9.1. Level 1 – Orderly Spotlessness**

This level establishes cleaning at the highest level. This is the level at which cleaning should be maintained for RSCC’s dental clinical and massage therapy lab in Oak Ridge which consist of 2,775 square feet. This is show quality cleaning for a prime facility and will include the following items.

* + 1. Floors and base moldings shine and/or are bright and clean; colors are fresh. There is no buildup in corners or along walls.
    2. All vertical and horizontal surfaces have a freshly cleaned or polished appearance and have no accumulation of dust, dirt, marks, streaks, smudges, or fingerprints.
    3. Washroom and shower tile and fixtures gleam and are odor-free. Supplies are adequate.
    4. Trash containers are empty, clean, and odor-free.

**9.2. Level 2 – Ordinary Tidiness**

This level is the level at which RSCC expects all areas to be maintained with the exception of the dental clinic and massage therapy lab which would be at level 1. Lower levels for restrooms, changing/locker rooms and similar type facilities are not acceptable.

* + 1. Floors and base moldings shine and/or are bright and clean. There is no buildup in corners or along walls.
    2. All vertical and horizontal surfaces are clean, but marks, dust, smudges, and fingerprints are noticeable with close observation.
    3. Washroom and shower tile and fixtures gleam and are odor-free. Supplies are adequate.
    4. Trash containers are empty, clean, and odor-free.

10.0 **NOT USED**

**11.0 SERVICE LEVELS, CUSTODIAL REQUIREMENTS**

11.1

| **Institution Cleaning Specifications** | | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |
|  | **Daily** | **Weekly** | **Bi-Weekly** | **Monthly** | **Semi-Annually** | **Annually** |
| **All Facilities** |  |  |  |  |  | (Summer) |
| **Entrances/Lobbies/**  **Hallways/Elevators/**  **Stairs** | • clean elevators (mop tile; vacuum carpet) | • spray buff floors |  | • clean airlock glass interior and exterior | • extract carpets as needed |  |
| • clean water fountains | • clean elevator tracks |  |  | •strip and refinish floors |  |
| • police (pick-up, straighten up) | • clean interior walls & doors |  |  |  |  |
| • dust hand rails and other exposed horizontal surfaces | • dust window sills/high ledges |  |  |  |  |
| • dust, spot and damp mop floors | • damp mop landings |  |  |  |  |
| • empty waste cans | • damp mop stairs |  |  |  |  |
| • spot clean carpets | • clean exterior doors |  |  |  |  |
| • spot clean entry glass |  |  |  |  |  |
| • spot clean exit doors |  |  |  |  |  |
| • spot clean wall to hand height (70") |  |  |  |  |  |
| • spot mop stairs and landings |  |  |  |  |  |
| • spot clean airlock glass including tape removal |  |  |  |  |  |
| • sweep stairs and landings |  |  |  |  |  |
| • vacuum carpets |  |  |  |  |  |
| • vacuum walk off mats |  |  |  |  |  |
| **Restrooms/Shower/**  **Locker Rooms** | • clean and sanitize fixtures | • clean shower walls | • clean all vertical surfaces (i.e. graffiti) | • machine scrub floors |  |  |
| • clean horizontal surfaces | • spot clean vertical surfaces |  |  |  |  |
| • clean mirrors |  |  |  |  |  |
| • damp mop and sanitize floors |  |  |  |  |  |
| • dust mop floors |  |  |  |  |  |
| • empty and re-line waste cans |  |  |  |  |  |
| • police (pick up, straighten up) |  |  |  |  |  |
| • refill dispensers |  |  |  |  |  |
|  |  |  |  |  |  |  |
| **Offices** | • damp mop floors | • dust exposed horizontal surf. |  |  | • extract carpets as needed |  |
| • dust and spot mop floors spot clean carpet | • dust vertical surfaces |  |  | •strip and refinish floors as needed |  |
| • empty and re-line waste cans | • dust window sills/high ledges |  |  |  |  |
| • vacuum carpets | • spray buff floors |  |  |  |  |
| **Classrooms/Lecture Halls/Libraries/ Lounges** | • align classroom furniture | • dust window sills/high ledges |  |  | • extract carpets as needed |  |
| • clean chalkboards and whiteboards | • spray buff floors |  |  | •strip and refinish floors as needed |  |
| • clean exposed horizontal surfaces |  |  |  |  |  |
| • clean water fountains |  |  |  |  |  |
| • damp mop floors |  |  |  |  |  |
| • dust mop floors |  |  |  |  |  |
| • empty waste cans |  |  |  |  |  |
| **Classrooms/**  **Lecture Halls/ Libraries/ Lounges (Cont.)** | • police (pick up) |  |  | \* Clean glass walls (interior and exterior) at the Student Lounge (below concrete band), Raider Room, Library, Theatre and O’Brien building (Harriman) | \* Clean glass walls (interior and exterior) at the Student Lounge (above concrete band) |  |
| • remove dust from erasers |  |  |  |  |  |
| • spot clean carpet |  |  |  |  |  |
| • spot mop spills on floors |  |  |  |  |  |
| • vacuum carpets |  |  |  |  |  |
| **Laboratories** | • clean chalkboards | • clean exposed horizontal surf. |  |  | • extract carpets as needed |  |
| • clean exposed lab tables surfaces | • dust window sills/high ledges |  |  | •strip and refinish floors as needed |  |
| • clean sinks if empty | • spray buff floors |  |  |  |  |
| • dust mop floors  and damp mop floors |  |  |  |  |  |
| • empty waste cans |  |  |  |  |  |
| • remove dust from erasers |  |  |  |  |  |
| • spot clean carpet |  |  |  |  |  |
| • spot mop spills on floors |  |  |  |  |  |
| • vacuum |  |  |  |  |  |
| **Corridor** |  |  |  |  | •strip and refinish floors as needed | • clean ceilings |
|  |  |  |  |  | • clean elevators floors and doors |
|  |  |  |  |  | • remove tape and cobwebs from ceiling |
|  |  |  |  |  | • wash fire doors and clean glass |
|  |  |  |  |  | • wash walls as necessary |
|  |  |  |  |  | • wash windows, sills and clean chrome |
| **General** | • clean custodial closets | • stock custodial closets | \*empty all exterior trash cans |  |  |  |
| • remove trash to dumpster |  |  |  |  |  |
| • secure all outside doors |  |  |  |  |  |
| • secure interior doors found locked upon entry |  |  |  |  |  |
| • sweep loading docks |  |  |  |  |  |
| • turn off lights except for exit and security |  |  |  |  |  |

**11.2. Cleaning Standards and Staffing Plan**

Section 11.1 contains minimum cleaning specifications. The vendor may propose their own level of cleaning standards so long as the above specified minimums are met.

The vendor should provide a detailed staffing plan and organizational structure that will be used to meet the standards in section 11.1 or the vendor cleaning standards if greater than the minimums in section 11.1

**12.1. Liquidated Damages**

Institution will assess liquidated damages pursuant to in the following amounts:

For each call Institution makes to Contract Manager or On-Site Manager to which Contract Manager or On-Site Manager does not respond with a return call (or personal visit) within sixty (60) minutes as set forth Contractor Requirements, Contractor shall pay Institution fifty dollars ($50) per hour until such response is received.

**12.2. Institution Policies**

Contractor shall comply with all Institution policies. Contractor shall inform its personnel of the following Institution policies and shall ensure personnel compliance with same.

12.2.1 Identification - Institution requires the contractor who is granted access to the Facility to carry picture identification at all times while in the Facility.

12.2.2 Personal Property - Contractor's personnel may bring into Facility only items that are necessary for their tour of duty and that fit into the storage space provided by Institution. Any item carried by personnel is subject to inspection prior to entry to Facility and at any time at the request of an authorized Institution official.

12.2.3 Entertainment Media - Personnel shall not bring devices to be used for the purpose of entertainment to the Facility during their work shift.

12.2.4 Found Items - Contractor's personnel shall notify Institution Security Shift Supervisor or their immediate supervisor prior to accepting or taking into custody found property, checks/currency, illegal items, and controlled substances.

12.2.5 Medications - All medication prescribed by a doctor and carried by personnel must be in the original prescription container bearing the pharmacist’s label indicating the pharmacy name and address, the prescription number, patient’s name, doctor’s name, drug name, and control number.

12.2.6 Alcohol - No personnel shall be under the influence of or carry the odor of alcoholic beverages, and shall not carry, ingest or be under the influence of any alcoholic beverage while at the Facility.

12.2.7 Weapons - Personnel are prohibited from the use or possession of firearms or other weapons while at the Facility.

12.2.8 Smoking - Smoking is prohibited throughout the entire campus.

12.2.9 Not used.

12.2.10 Telephones - Personnel shall use only those telephones designated by the Institution for Contractor’s use. Contractor shall reimburse the Institution for personal, excessive or unauthorized use of Institution telephones by Personnel.

**ATTACHMENT 6.5**

|  |  |
| --- | --- |
| **TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A** | |
|  |
| **SECTION A — MANDATORY REQUIREMENTS** | |
| | **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 Chief Procurement Officer must review the proposal and attach a written determination. A determination that a proposal is non-responsive must be approved by the Chief Business Officer before notice may be sent out that the proposal has been rejected. In addition to the Mandatory Requirement Items, the 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 Institution no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events. | |  |
|  |  | The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., *et. seq.*). | |  |
|  |  | The Technical Proposal must NOT contain cost or pricing information of any type. | |  |
|  |  | The Technical Proposal must NOT contain any restrictions of the rights of the State/Institution or other qualification of the proposal. | |  |
|  |  | A Proposer must NOT submit alternate proposals. | |  |
|  |  | A Proposer must NOT submit multiple proposals in different forms (as a prime and a sub-contractor). | |  |
|  | **A.1.** | Provide the Proposal Transmittal and Statement of Certifications and Assurances (RFP Attachment 6.3.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification. | |  |
|  | **A.2.** | Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (*e.g.*, employment by the State of Tennessee or Institution) and, if so, the nature of that conflict.  NOTE: Any questions of conflict of interest shall be solely within the discretion of the Institution, and the Institution reserves the right to cancel any award. | |  |
|  | **A.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 not be considered responsive.); **OR**  (b) a Dun & Bradstreet short-form report, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer. | |  |
|  | **A.6.** | Provide a Minority/Ethnicity Form (Attachment 6.1). | |  |
|  | **A.7.** | Provide a copy of a current certificate of liability insurance. If Proposer’s current limits/coverages do not meet the requirements of Section 4.8 above, prior to contract award, the successful Proposer will be required to submit a valid, current certificate of insurance that meets the requirements of Section 4.8. | |  |
|  | | | | |

|  |  |  |
| --- | --- | --- |
| TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B | | |
| PROPOSER NAME: | |  |
| SECTION B — QUALIFICATIONS & EXPERIENCE | | |
| The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).  A Proposal Evaluation Team, made up of three or more Institution employees, will independently evaluate and score the proposal’s “qualifications and experience” responses. | | |
| Proposal Page # (to be completed by Proposer) | Qualifications & Experience Items | |
|  | B.1 Describe the Proposer’s form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, and telephone number of the person the Institution should contact regarding the proposal. 5 points | |
|  | B.2 Provide a Statement of whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years, and if so, an explanation providing relevant details. 5 points | |
|  | B.3 Provide a Statement of whether the Proposer or any of the Proposer’s employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled nolo contendere to any felony, and if so, an explanation providing relevant details. 5 points | |
|  | B.4 Provide a Statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer’s performance in a contract under this RFP. 5 points | |
|  | B.5 Provide a Statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details. 5 points | |
|  | B.6 Provide a Statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer’s performance in a contract under this RFP. 5 points | |
|  | B.7 Provide a brief, descriptive Statement indicating the Proposer’s credentials to deliver the services sought under this RFP. 30 points | |
|  | B.8 Indicate how long the Proposer has been performing the services required by this RFP and include the number of years in business. 30 points | |
|  | B.9 Indicate the Proposer organization’s number of employees, client base, and location of offices. 30 points | |

|  |  |  |
| --- | --- | --- |
|  | B.10 Provide a narrative description of the proposed project team and its organizational structure, list its members, and include resumes. 30 points | |
|  | B.11 Provide a statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform. 20 points | |
|  | B.12 Provide customer references for similar projects in size and scope representing both five of the larger accounts currently serviced by the vendor as well as a list, if any, of all current contracts with other Tennessee Institutions of Higher Education.  Each reference must include:   * the company name and business address; * the name, title, and telephone number of the company contact knowledgeable about the project work; and * a brief description of the service provided and the period of service.   The list of contracts with the Institution or higher education must include:   * the contract number; * the contract term; and * the procuring Institution or agency for each reference.   Each evaluator will generally consider the results of reference inquiries by the Institution regarding all references provided (both Institution and non-Institution). Current or prior contracts with the Institution are not a prerequisite and are not required for the maximum evaluation score possible, and the existence of such contracts with the Institution will not automatically result in the addition or deduction of evaluation points. 40 points | |
|  | B.13 Provide a list of all contracts in the last five (5) years that Bidder has completed and that were not renewed. 30 points | |
|  |  | |
| (Maximum Section B Score = 240) | | |
| SCORE (for all Section B items above, B.1 through B.13): | |  |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C | | | | | | | | |
| PROPOSER NAME: | | |  | | | | | |
| SECTION C — TECHNICAL APPROACH | | | | | | | | |
| The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (with the associated item references). A Proposal Evaluation Team, made up of three or more Institution employees, will independently evaluate and score the proposal’s response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item: | | | | | | | | |
|  | | | | | | | | |
| Proposal Page #  (to be completed by Proposer) | | Technical Approach Items | | | Institution Use ONLY | | | |
|  | | Possible Points Score | Points Awarded |
|  | | C.1 Provide a narrative that illustrates the Proposer’s understanding of the RFP requirements | | |  | | 10 |  |
|  | | C.2 Provide a narrative that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the Institution’s project deadlines | | |  | | 50 |  |
|  | | C.3. Written procedures and quantities of personnel for performing custodial services including organizational charts | | |  | | 40 |  |
| Total Raw Weighted Score: (sum of Raw Weighted Scores above) | | | | | | | |  |
|  | Total Raw Weighted Score | | | X 100 (maximum section score) | | = SCORE: | |  |
|  | maximum possible raw weighted score (i.e., 5 x the sum of item weights above) | | |

**ATTACHMENT 6.6**

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| COST PROPOSAL & SCORING GUIDE | | | | | | | | | | | |
| NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as shown. | | | | | | | | | | | |
| PROPOSER NAME: | |  | | | | | | | | | |
| SIGNATURE & DATE: | |  | | | | | | | | | |
| NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer company president, evidence SHALL be attached showing the Signatory’s authority to bind the Proposer. | | | | | | | | | | | |
| COST PROPOSAL SCHEDULE  The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of service including all services as defined in the RFP Attachment 6.2. Pro Forma Contract, Scope of Services for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the Institution. All monetary amounts are United Institutions currency. | | | | | | | | | | | |
| Cost Item Description | | | Proposed Cost | | | | | Institution Use ONLY | | | |
| Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Sum |  | |  |
| Total annual cost for all buildings as identified in RFP | | |  |  |  |  |  |  |  | |  |
| Monthly deduct from total cost until the Goff Health Sciences Building comes on-line (expected to be on-line approximately in May 2014) | | |  |  |  |  |  |  |  | |  |
| **Extra Service** -- Price per cleaning - Expo Center event cleaning (approximately 7,600 sf on event days) (will be evaluated based on 140 cleanings per year) | | |  |  |  |  |  |  |  | |  |
| **Optional Service** – Price **per cleaning** of the entire lower level of the Princess Theatre for event cleaning (approx. 10,400 sq ft) (will be evaluated based on 30 cleanings per year) | | |  |  |  |  |  |  |  | |  |
| **Optional Service** – Price **per cleaning** of the entire Princess Theatre (approx. 18,800 sq ft) (will be evaluated based on 15 cleanings per year) | | |  |  |  |  |  |  |  | |  |
| **Optional Service** - Extra service cost -- **hourly rate** (includes labor and materials.) (will be evaluated based on 150 hours for the year) | | |  |  |  |  |  |  |  | |  |
| **Optional Service** - Extra service cost – **price per square foot** for additional space/buildings (include labor and materials). | | |  |  |  |  |  |  |  | |  |
| The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places. | | | | | | Evaluation Cost Amount: (sum of all weighted cost amounts above) | | | | |  |
|  | Lowest Evaluation Cost Amount from all Proposals | | | | | | X 40 (maximum section score) | | | = SCORE: |  |

**ATTACHMENT 6.7**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| PROPOSAL SCORE SUMMARY MATRIX | | | | | | |
|  | | | | | | |
| RFP Coordinator | | | Date | | | |
| QUALIFICATIONS & EXPERIENCE Maximum Points: NUMBER | PROPOSER NAME | | PROPOSER NAME | | PROPOSER NAME | |
| EVALUATOR NAME |  |  |  |  |  |  |
| EVALUATOR NAME |  |  |  |  |  |  |
| EVALUATOR NAME |  |  |  |  |  |  |
| EVALUATOR NAME |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  | AVERAGE SCORE: |  | AVERAGE SCORE: |  | AVERAGE SCORE: |  |
| TECHNICAL APPROACH  Maximum Points: NUMBER |  |  |  |  |  |  |
| EVALUATOR NAME |  |  |  |  |  |  |
| EVALUATOR NAME |  |  |  |  |  |  |
| EVALUATOR NAME |  |  |  |  |  |  |
| EVALUATOR NAME |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  | AVERAGE  SCORE: |  | AVERAGE SCORE: |  | AVERAGE SCORE: |  |
| COST PROPOSAL  Maximum Points: NUMBER | SCORE: |  | SCORE: |  | SCORE: |  |
| PROPOSAL SCORE  Maximum Points: 100 | TOTAL SCORE: |  | TOTAL SCORE: |  | TOTAL SCORE: |  |

**ATTACHMENT 6.8**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **PERFORMANCE BOND** | | | | | | | |
| The Surety Company issuing bond shall be licensed to transact business in the State of Tennessee by the Tennessee Department of Commerce and Insurance. Bonds shall be certified and current Power-of-Attorney for the Surety’s Attorney-in-Fact attached. | | | | | | | |
|  | | | | | | | |
| **KNOW ALL BY THESE PRESENTS:**  That we, | | | | | | | |
| (Name of Principal) | | | | | | | |
| (Address of Principal)  as Principal, hereinafter called the Principal, and | | | | | | | |
| (Name of Surety) | | | | | | | |
| (Address of Surety)  as Surety, hereinafter call the Surety, do hereby acknowledge ourselves indebted and securely bound and held unto the State of Tennessee as Obligee, hereinafter called the Obligee, and in the penal sum of  $ | | | | | | | |
| (Dollar Amount of Bond)  good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.  **BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:**  **WHEREAS,** the Obligee has engaged the Principal for a sum not to exceed | | | | | | | |
| (Contract Maximum Liability)  to complete Work detailed in the Scope of Services detailed in the State of Tennessee Request for Proposal bearing the RFP Number: | | | | | | | |
| (RFP Number)  a copy of which said Request for Proposal and the resulting Contract are by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein.  **NOW, THEREFORE,** if the Principal shall fully and faithfully perform all undertakings and obligations under the Contract hereinbefore referred to and shall fully indemnify and hold harmless the Obligee from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Obligee any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material, and Work used by the Principal and any immediate or remote subcontractor or furnisher of material under the Principal in the performance of said Contract, in lawful money of the United States of America, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.  **AND** for value received, it is hereby stipulated and agreed that no change, extension of time, alteration, or addition to the terms of the Contract or the Work to be performed there under or the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration, or addition to the terms of the Contract or the Work or the specifications.  **IN WITNESS WHEREOF** the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this | | | | | | | |
|  | day of |  | | | , |  | . |
| **WITNESS:** | | | | | | | |
|  | | | | | | | |
|  | | |  |  | | | |
| (Name of Principal) | | |  | (Name of Surety) | | | |
|  | | |  |  | | | |
| (Authorized Signature of Principal) | | |  | (Signature of Attorney-in-Fact) | | | |
|  | | |  |  | | | |
| (Name of Signatory) | | |  | (Name of Attorney-in-Fact) | | | |
|  | | |  |  | | | |
| (Title of Signatory) | | |  | (Tennessee License Number of Surety) | | | |

**ATTACHMENT 6.9**

***LISTING OF TBR SYSTEM INSTITUTIONS***

**Tennessee Board of Regents, Central Office**

**Chattanooga State Community College**

**Cleveland State Community College**

**Columbia State Community College**

**Dyersburg State Community College**

**Jackson State Community College**

**Motlow State Community College**

**Nashville State Community College**

**Northeast State Community College**

**Pellissippi State Community College**

**Roane State Community College**

**Southwest State Community College**

**Volunteer State Community College**

**Walters State Community College**

**ATTACHMENT 6.10**

Total Supplier Management (TSM) Vendor Portal can be obtained at:

[**http://roanestate.edu/?6798-Purchasing-Department**](http://roanestate.edu/?6798-Purchasing-Department)

**ATTACHMENT 6.11**

**Protest Bond**

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

**KNOW ALL BY THESE PRESENTS:**

That we,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Protestor)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address of Protestor)

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Surety)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address of Surety)

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

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Dollar Amount of Bond)

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

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

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

**RFP B0055**

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

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

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

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

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

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

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

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

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

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

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

On this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_in the year\_\_\_\_\_\_\_\_

**WITNESS:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(Name of Protestor)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Authorized Signature of Protestor)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name and Title of Signatory)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Surety)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Attorney-in-Fact)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Attorney-in-Fact)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Tennessee License Number of Surety

**ATTACHMENT 6.12**

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

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

STATED BY EACH REQUIREMENT

\_\_\_ Bank Reference (Attachment 6.5A. 3.)

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

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

\_\_\_ Two (2) positive credit references

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

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

**OR**

\_\_\_ Dun & Bradstreet short form report, verified and dated within last three (3) months (Attachment 6.5 A.5.(b.)

\_\_\_ Current Certificate of Insurance with RFP (Attachment 6.5A.7.)

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

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

\_\_\_ Statement regarding conflict of interest (Attachment 6.5A.2.)

\_\_\_ Signed and dated “Proposal Transmittal and Statement of Certifications and Assurances” form (Attachment 6.3)

1. Submission of Proposal

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

* Deadline is in Section 2 – Schedule of Events
* Submission by deadline includes Technical Proposal and Cost Proposal
* Late Proposals will be IMMEDIATELY DISQUALIFIED (Attachment 6.5. A.)

\_\_\_ Separately Sealed Cost & Technical Proposals (Attachment 6.5.A.)

\_\_\_ **NO** **Cost Data** of **ANY** type (required cost or optional cost) in Technical Proposal (§§3.21, 3.3, Attachment 6.5. A.)

* **Including ANY costs in Technical Proposal will result in IMMEDIATE DISQUALIFICATION**

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

Correct Format (§3):

\_\_\_ One (1) Original Technical Proposal (§3.1.2)

\_\_\_ One (1) Electronic Technical Proposal (§3.1.2)

\_\_\_ One (1) Original Cost Proposal (§3.1.2)

\_\_\_ Correct number of requested copies of Technical Proposal (§3.1.2)

\_\_\_ Original Signature on Original Proposal. NO copied or digital Signatures on Original(Attachment 6.5A.1)

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

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