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| **REQUEST FOR PROPOSAL** |

GRILL MANAGEMENT AND OPERATIONS

OAK RIDGE CAMPUS

ROANE STATE COMMUNITY COLLEGE

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| **RFP #** | **B0062** |
| **Proposal Due** | **APRIL 21, 2020** |
| **Date/Time** | **2:00pm ET** |

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

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**1 INTRODUCTION**

**1.1 Background**

The Tennessee Board of Regents (TBR) System of Higher Education established by T. C. A. § 49-8-101 is (hereinafter “Institution”, “System” or “TBR Colleges”) is among the largest System of higher education in the Nation. The System is composed 13 community colleges, 27 colleges of applied technology, and the System Office. Institutions are in nearly all the 95 counties in Tennessee and offer a large variety of degrees and programs. TBR also partners with 6 state locally governed universities, which include Austin Peay State University, East Tennessee State University, Middle Tennessee State University, Tennessee State University, Tennessee Technological University, and the University of Memphis as it relates to online education.

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

**1.2 Statement of Procurement Purpose**

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 for the management and operation of the grill at the Oak Ridge, Tennessee Campus.

See Attachment 6.4 for additional information and requirements.

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

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

* Scope of Goods and/or services and Deliverables in Section A;
* Contract Period in Section B;
* Payment Terms in Section C;
* Terms and Conditions in Section D; and,
* Special Terms and Conditions in Section E

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

**1.****4 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.

Mr. Odell Fearn, Director of Human Resources

Roane State Community College

276 Patton Lane

Harriman, Tennessee 37748

865 882-4679

**1.6 Assistance to Proposers with a Disability**

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

1.7 RFP Communications

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

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

Dana West

Roane State Community College

276 Patton Lane

Harriman, Tennessee 37748

Telephone: (865) 882-4657

Fax: (865) 882-4667

Email: [westdk2@roanestate.edu](mailto: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 # B0062

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, fax, electronic mail, Internet posting, or any other means deemed reasonable by the Institution. For Internet posting, please refer to the following website: <https://www.roanestate.edu/?10826-Links-for-Vendors>.

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. It is the responsibility of the Proposer to ascertain any additional requirements with respect to packaging and delivery to the Institution. Proposers should be mindful of any potential delays whether foreseeable or unforeseeable.

**1.10 Pre-Proposal Conference**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 be submitted to the RFP Coordinator in writing prior to the Conference. Oral responses to any question(s) at the Pre-Proposal Conference shall be considered tentative and non-binding with regard to this RFP. Additional Questions, as well as any questions asked at the Pre-Proposal Conference, concerning the RFP must be submitted in writing prior to the Written Comments Deadline date in the RFP Section 2, Schedule of Events. To ensure accurate, consistent responses to all known potential Proposers, the official response to all questions will be issued by the Institution as described in RFP Section 1.7 above and on the date detailed in the RFP Section 2, Schedule of Events. Pre-Proposal Conference attendance is not mandatory. The conference will be held at:

**Roane State Community College**

**Anderson Grill**

**701 Briarcliff Avenue**

**Oak Ridge, TN 37830**

**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., ET.

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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** | **DATE (all dates are Institution business days)** |
| 1. Institution Issues RFP |  | 03/09/2020 |
| 1. Disability Accommodation Request Deadline | 4:30 pm | 03/23/2020 |
| 1. Pre-Proposal Written Questions Deadline | 4:30 pm | 03/23/2020 |
| 1. Pre-Proposal Conference | 10 am | 03/24/2020 |
| 1. Final Written Comments Deadline | 2 pm | 03/27/2020 |
| 1. Institution Responds to all Questions | 2 pm | 04/02/2020 |
| 1. Notice of Intent to Propose | 2 pm | 04/16/2020 |
| 1. Proposal Deadline | 2 pm | 04/21/2020 |
| 1. Proposers Presentations - Food Sample Tastings | TBA | 04/22-23/2020 |
| 1. Institution Completes Technical Proposal Evaluations | 2 pm | 04/27/2020 |
| 1. Institution Opens Cost Proposals and Calculates Scores | 10 am | 04/28/2020 |
| 1. Institution Issues Intent to Award Letter and Opens RFP Files for Public Inspection | 3 pm | 04/29/2020 |
| 1. Award of Contract | 3 pm | 04/30/2020 |
| 1. Contract Effective Date |  | 07/01/2020 |

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, 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 # B0062 - 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, 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 # B0062 -- 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 # B0062”**

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.

Roane State Community College

Purchasing & Contracts Office D-109

276 Patton Ln

Harriman, TN 37748

3.1.6 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. 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 at its sole discretion, determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide

3.2.7 **The Proposer must sign and date the Technical Proposal. 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 Cost Proposal. Failure to submit one (1) original with an original signature will be cause for rejection of the proposal.**

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

3.3.7 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 at any time. If an RFP amendment is issued, the Institution will communicate such amendment to the potential Proposers. Each proposal submitted must in response to the final written RFP and any exhibits, attachments, and amendments.

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

4.3 Proposal Prohibitions and Right of Rejection

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

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

4.3.3 A proposal of alternate goods and/or goods and/or services (*i.e*., a proposal that offers goods and/or 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.

4.3.9 The Institution reserves the right, at its sole discretion, to waive a proposal’s variances from full compliance with this RFP. If the Institution waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with the RFP.

4.4 Incorrect Proposal Information

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

4.5 Proposal of Additional Goods and/or services

If a proposer offers related goods and/or services in addition to those required by and described in this RFP, the additional goods and/or services may be added to the Contract before contract signing at the sole discretion of the Institution. Proposers must provide a detailed description of each related product and/or service offered in addition to those specified in this RFP to be considered for inclusion in the contract as a separate attachment. 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

The Institution reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel, of the prime contractor or a subcontractor providing goods and/or services. The Institution will document in writing the reason(s) for any rejection of personnel.

4.8 Insurance

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

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

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

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

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

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

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

4.10 Financial Stability

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

**4.11** **Proposal Withdrawal**

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

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

4.15 Continued Validity of Proposals

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

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

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

**4.19. 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, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the Institution and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

* 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**

Proposers should complete the Institution’s 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.

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

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

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 ([www.tbr.edu](http://www.tbr.edu)).

**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 6.9. A protest shall be considered waived if the subject matter of the protest was known or should have been known to the protester before the 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 | **20** |
| Technical Requirements | **35** |
| Proposers Presentation | **25** |
| Cost Proposal | **20** |

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

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

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

5.2.1.4 The Institution reserves the right, at its sole discretion, to request Proposer’s clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by the Institution. The Proposer shall submit its resulting clarification to the Institution in the format specified in the clarification request.

**5.2.2** **Proposers Presentation Evaluation**

During the Technical Proposal evaluation process, the RFP Coordinator will use the RFP Attachment 6.4, Section C.5, to manage the Proposers Presentation Evaluations and maintain evaluation records.

5.2.2.1 Each Proposal Evaluation Team member will independently evaluate each Presentation against the Presentation criteria in this RFP, rather than against other presentations, and will score each in accordance with the defined topics in Section C.5.

**5.2.3** **Cost Proposal Evaluation**

After the Technical Proposal evaluation and Presentation 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.

**5.2.4** **Total Proposal Score**

The Solicitation Coordinator will calculate the sum of the Technical Proposal scores, the Presentation 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

**logo_3_c.wmf**

Ownership 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 Exhibit contains some “blanks”, signified in brackets by words in all capital letters, describing material to be added, along with appropriate additional information, in the final contract resulting from this RFP.**

**CONTRACT**

**BY AND BETWEEN**

**ROANE STATE COMMUNITY COLLEGE**

**AND**

**[CONTRACTOR NAME]**

This Contract is entered into this \_\_ day of \_\_\_\_\_\_\_\_, 20\_\_ 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 operation of the Institution’s Food Services at the HARRIMAN as further defined in the "SCOPE OF SERVICES".

The Contractor is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY] with its principal location being:

[ADDRESS]

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

A. SCOPE OF SERVICES:

A.1. Contractor shall operate the Food Services as an independent contractor, providing appropriate dining services that are responsible and sensitive to the needs of students, faculty and staff and compatible with the educational and cultural objectives and atmosphere at the Institution.

A.2. **Hours of operation:** should preferably be from 7:30 AM to 1:30 PM, Monday through Thursday during each semester when classes are in session. Summer hours and days of operation may vary based upon demand. Additional hours of operation may be offered at the vendor’s discretion. The vendor will be expected to be open for special catered events as requested by the Institution. The cafeteria operation may be open, at the vendor’s discretion, when classes are not in session. The operating hours MAY be negotiated to provide the best service to Roane State Community College.

A.3. **Menu and pricing**: will be established by the Contractor with affordable options for our students. The menu will be clearly displayed.

A.4. **Catering Services**: may be requested occasionally by various departments and/or groups. The contractor shall submit a sample catering menu and prices with its proposal. The contractor will be responsible for collection of receivables from all special functions. The contractor may require a contract or guarantee for all special functions. The contractor will have the first right to quote for service and products provided for outside catering services.

A.5. **Contractor Responsibilities**: The contractor will be responsible for all costs of the food service facilities including, but not limited to, the following items of expense:

labor, laundry, paper and kitchen supplies; all plates, cups and utensils of the disposable type (where possible biodegradable items should be used); raw and processed food products; removal of trash to the dumpster on a daily basis, cleaning of the food preparation, serving and storage areas; employee uniforms, if required by vendor; management salaries and benefits; personnel and training expenses; office expenses; accounting and auditing expenses; repair and maintenance of Institution owned real and personal property/equipment due to negligence on the part of the Contractor; and adequate insurance coverage (workman’s compensation, public and food liability insurance); any and all other expenses incidental to the cafeteria operation not specifically covered in the preceding paragraph.

The Contractor will submit to the Institution monthly statements showing total daily sales accompanied by full remittance due the Institution in accordance with the terms of this Contract. Monthly statements and remittance must be submitted to the College prior to the last working day of the following month. Within one hundred twenty (120) days after June 30 of each year, the Contractor will submit to the Institution an annual statement from a certified public accounting firm of its choice which contains an opinion on the correctness of the sales and commissions due and paid to the Institution.

The Contractor agrees to pay the Institution, on a monthly basis, a commission of \_\_\_% of total sales or flat rate (net of sales tax (update when contract awarded) including sales from non-college cafe operations if Institution property is being used for food preparation.

The Contractor is responsible for securing the cafeteria services operation and equipment therein at the end of each day’s operations.

The Contractor agrees to provide a full-time manager or designee to be on duty during all hours of operation and these individuals shall be delegated with authority and responsibility to negotiate and work with the Institution under the terms of this Contract. Both the manager and designee must be acceptable to the Institution.

The Contractor must comply with all Institution policies and procedures on facility use and scheduling when working with outside groups.

The Contractor and Institution will verify the inventory of equipment and supplies provided by the College at the inception and conclusion of this contract. The Contractor agrees to reimburse the Institution for any unaccounted for equipment or supplies not previously disclosed to the Institution or for which a valid explanation is not provided as determined by the Institution

A.6. **Insurance/License Requirements:** The Contractor agrees to purchase all insurance including workman’s compensation, and public and food products liability insurance in amount not less than $500,000/$500,000 for bodily injury and $50,000 for property damage. Such insurance must contain a clause requiring thirty (30) days advance written notification to the Institution before cancellation of such insurance can become effective. The Contractor agrees to submit Certificates of Insurance to the Institution and to name the Institution as co-insured.

The Contractor agrees to meet all local, state and federal license requirements, health ordinances, to pay all taxes incident hereunto, and maintain a satisfactory health inspection rating. The Contractor shall provide the Institution with a copy of each local, state or federal health inspection upon receipt.

B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing on [START DATE] and ending on [END DATE]. The Institution shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2. Term Extension. The Institution reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than nine years, provided that the Institution notifies the Contractor in writing of its intention to do so at least 30 days prior to the Contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the Institution’s maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. The Institution shall assume no liability under this contract except as contained herein.

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

C.3. Payment Methodology. The contractor shall promptly pay all commissions or other funds due to the institution no later than the last working day of the month following the month for which facilities were used to provide food services under this contract.

The Contractor shall submit monthly statements, in form and substance acceptable to the Institution with all of the necessary supporting documentation including but not limited to a report of gross sales accompanied by commission or other payments due to the institution.

C.4. Travel Compensation

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

D. STANDARD TERMS AND CONDITIONS:

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

D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials in accordance with applicable Tennessee state laws and regulations.

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

D.4. Termination for Convenience. The Institution may terminate this Contract, in whole or in part, without cause for any reason. Termination under this Section D. 4 shall not be deemed a Breach of Contract by the Institution. The Institution shall give the Contractor at least 60 days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the Institution be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount based upon such termination.

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 five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Institution, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

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

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

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

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

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

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:  
 Roane State Community College

Dana West, Director of Purchasing, Contracts & Budgets

276 Patton Lane

Harriman, TN 37748

865-882-4657 (phone) 865-882-4667 (fax)

The Contractor:  
 [NAME AND TITLE OF CONTRACTOR CONTACT PERSON]  
 [CONTRACTOR NAME]  
 [ADDRESS]  
 [TELEPHONE NUMBER]   
 [FACSIMILE NUMBER]  
  
All instructions, notices, consents, demands, or other communications shall be sent in a manner that verifies proof of delivery. Any communication by facsimile transmission shall also be sent by United States mail on the same date as the facsimile transmission. All communications which relate to any changes to the Contract shall not be considered effective until agreed to, in writing, by both parties.

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

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

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

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

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

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

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

E.4. 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.5. Inventory/Equipment Control. The Contractor agrees to be responsible and accountable for the maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Contract. The Contractor shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Contract and shall submit an inventory control report with the required progress reports.

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

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

E.6. Institution Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the Institution for the Contractor’s temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the Institution in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the Institution for the residual value of the property at the time of loss.

E.7. Contract Documents. Included in this Contract by reference are the following documents:  
  
a***.*** This Contract document and its attachments  
b***.*** The Request for Proposal and its associated amendments  
c***.*** The Contractor’s Proposal  
  
In the event of a discrepancy or ambiguity regarding the interpretation of this Contract, these documents shall govern in order of precedence as listed above.

E.8. 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.9. Hold Harmless. The Contractor agrees to indemnify and hold harmless the Institution as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person (including Institution), firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the Institution in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the Institution.

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

E.10. 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.11. Prohibition on Hiring Illegal Immigrants.  T.C.A. § 12-3-309 prohibits State entities from contracting to acquire goods or services from any person who knowingly utilize the service of illegal immigrants in the performance of a contract or who knowingly utilize the services of any subcontractor, if permitted under the contract, who will utilize the services of illegal immigrants in the performance of the contract. By signing this Contract, the Contactor attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of illegal immigrants in the performance of the Contract and will not knowingly utilize the services of any subcontractor, if permitted under the Contract, who will utilize the services of illegal immigrants in the performance of the Contract.

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

E.12. Red Flags and Identity Theft. The Contractor shall have policies and procedures in place to detect relevant Red Flags, as that term is defined in Federal Trade Commission regulations, that may arise in the performance of the Contractor’s activities under the Contract or review the Institution’s Red Flags identity theft program and report any Red Flags to Institution.

E.13. 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.20 Binding Contract. The Contractor fully understands that this Contract is not binding except and until all appropriate State officials' approvals and signatures have been obtained, and the fully executed document returned to the Contractor.

|  |  |
| --- | --- |
| CONTRACTOR LEGAL ENTITY NAME:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name and Title  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date | ROANE STATE COMMUNITY COLLEGE  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Dr. Chris Whaley, President  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date |
|  |  |

|  |  |  |
| --- | --- | --- |
| **ATTACHMENT A**  **ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE** | | |
| **CONTRACT NUMBER:** | |  |
| **CONTRACTOR LEGAL ENTITY NAME:** | |  |
| **FEDERAL EMPLOYER IDENTIFICATION NUMBER:** (or Social Security Number) | |  |
| **The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.** | | |
| **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

|  |  |
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| **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 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/article/Public-Information-library> | |
| **SIGNATURE & DATE:** |  |
|  | |

ATTACHMENT 6.4

**RFP REQUIREMENTS**

**PROJECT NARRATIVE AND DOCUMENTATION**

Roane State Community College is a state-supported community college. The purpose of this RFP is to secure a contract for management and operation of the food service operation at the campus in Oak Ridge, Tennessee. Services required are as follows:

**Preferred Operation Plan**

Contractor shall operate the Food Services as an independent contractor, providing appropriate dining services that are responsible and sensitive to the needs of students, faculty and staff and compatible with the educational and cultural objectives and atmosphere at the Institution.

**Hours of operation:** should be preferably from 7:30 AM to 1:30 PM, Monday through Thursday during each semester when classes are in session. Summer hours and days of operation may vary based upon demand. Additional hours of operation may be offered at the vendor’s discretion. The vendor will be expected to be open for special catered events as requested by the Institution. The cafeteria operation may be open, at the vendor’s discretion, when classes are not in session. The operating hours can be negotiated to provide the best service to the Institution.

**Menu and pricing**: will be established by the Contractor with affordable options for our students. The menu will be clearly displayed.

**Catering Services**: may be requested occasionally by various departments and/or groups. The contractor shall submit suggested menu and prices with its proposal. The contractor will be responsible for collection of receivables from all special functions. The contractor may require a contract or guarantee for all special functions.

Enrollment information is as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Total Headcount  All Locations | Full-time  Equivalent | Oak Ridge  Campus | Main  Campus |
| Total Fall 2019 Enrollment | 5861 | 3635.27 | 2268 | 2703 |

Appointments to inspect the campus food service area may be arranged by contacting Dana West, Director of Purchasing, Contracts and Budgets at (865) 882-4657.

In addition to the services provided to students and staff, food services for some local community clubs and community events are requested.

All vending services are handled by the Tennessee Department of Human Services, Tennessee Business Enterprises. Therefore, prepackaged products suitable for sale in vending machines cannot be sold in the cafeteria.

**ATTACHMENT 6.5**

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| **TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A** | | | |
| **PROPOSER NAME:** | |  | |
| **SECTION A — MANDATORY REQUIREMENTS** | | | |
| **The Proposer must address ALL Mandatory Requirements section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). The RFP Coordinator will review all mandatory requirements, including but not limited to the following:**   * **Proposal received on or before the Proposal Deadline.** * **Technical Proposal copies and Cost Proposal packaged separately.** * **Technical Proposal contains NO cost data.** * **Proposer did NOT submit multiple proposals in a different form.** * **Technical Proposal does NOT contain any restrictions of the rights of the Institution or other qualification of the proposal.**   **The RFP Coordinator will also review the proposal to determine if the Mandatory Requirement Items (below) are met and mark each with pass or fail. For each requirement that is not met, the Proposal Evaluation Team must review the proposal and attach a written determination.**  **NOTICE: In addition to these requirements, the Institution will also evaluate compliance with ALL RFP requirements.** | | | |
| **Proposal Page # (to be completed by Proposer)** | **Mandatory Requirement** | | **Institution Use ONLY** |
| **Pass/Fail** |
|  | **A.1** Provide the Technical Transmittal and Statement of Certifications and Assurances (in RFP Attachment 6.3) completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract.  ***Each Proposer must sign the Technical Transmittal and Statement of Certifications and Assurances without exception or qualification.*** | |  |
|  | **A.2** Provide a current bank reference in the form of a standard business letter on bank letterhead, signed and dated within the last three months indicating that the proposer’s business relationship with the financial institution is in positive standing. | |  |
|  | **A.3** Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, on reference’s letterhead, signed and dated within the past three months. | |  |
|  | **A.4** Provide EITHER:  a) an official document or letter from an accredited credit bureau, verified and dated within the last three 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 months and indicating a positive credit rating for the Proposer. | |  |
|  | **A.5** Provide an Ownership Minority/Ethnicity Form (Attachment 6.1) | |  |
|  | **A.6** Provide a Statement of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (*e.g.,* employment by the State of Tennessee) and, if so, the nature of that conflict.  ***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.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. | |  |

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| **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. (1 point) | |
|  | **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. (1 point) | |
|  | **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. (1 point) | |
|  | **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. (1 point) | |
|  | **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. (1 point) | |
|  | **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. (1 point) | |
|  | **B.7** Provide a brief, descriptive Statement indicating the Proposer’s credentials and financial ability to deliver the services sought under this RFP. (5 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. (2 points) | |
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| --- | --- | --- |
|  | **B.9** Indicate the Proposer organization’s number of employees, client base, and location of offices. (1 point) | |
|  | **B.10** Provide a narrative description of the proposed project team and its organizational structure, list its members, and include resumes.  (1 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. (1 point) | |
|  | **B.12** Provide customer/vendor references for similar operations representing both three of the larger accounts currently serviced or used by the vendor and three business ventures/projects as well as a list, if any, of all current contracts with the Institution or other Tennessee Institutions of Higher Education and all those completed within the previous five year period.  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. (4 points)   ***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.*** | |
| *(Maximum Section B Score = 20)* | | |
| **SCORE *(for all Section B items above, B.1 through B.12)*:** | |  |
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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **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.** | | | | | | | | |
| **Proposal Page #  (to be completed by Proposer)** | | **Technical Approach Items** | | | **Institution Use ONLY** | | | |
|  | | **Possible Points Score** | **Points Awarded** |
|  | | **C.1** Providea narrative that illustrates the Proposer’s understanding of the RFP requirements | | |  | | 5 |  |
|  | | **C.2** Providea narrative that illustrates how the Proposer will complete the scope of services and accomplish required objectives. | | |  | | 5 |  |
|  | | **C.3** Describe the proposer’s commitment to customer service including plans for allowing customer feedback with regard to services provided and its follow-up plan regarding customer complaints. | | |  | | 6 |  |
|  | | **C.4** Providea listing of proposed food items to be sold. The menu may have some flexibility to be changed to meet seasonal food availability and public preference. Prices should consider needs of the students. The Contractor may request in writing by July 1st of each year any proposed changes in prices to be effective the following academic year. Such changes must be approved by the Institution. Food procurement shall follow USDA and Grade A standards. | | |  | | 7 |  |
|  | | **C.5** Provide a catering menu to include items for breakfast meetings, luncheons, dinners, graduations, student events, other type meetings, etc. Describe in detail the Proposer’s capabilities to provide catering services. Provide menu only for technical proposal. **Prices will be included with the menu in the cost proposal only.** | | |  | | 7 |  |
|  | |  | | |  | |  |  |
|  | |  | | |  | |  |  |
|  | | **C.6** Describe your proposed program(s) related to sustainability, including by not limited to those related to disposal of food, paper, plastic and other disposable items. | | |  | | 5 |  |
|  | | ***Notice: No cost or pricing (including required or optional pricing) information shall be included in the Technical Proposal. Inclusion of cost or pricing information including notations that items are “free of charge” or are “at no additional cost” in the Technical Proposal may make the proposal non-responsive, and the Institution may reject it.*** | | |  | |  |  |
| **Total Raw Weighted Score:** *(sum of Raw Weighted Scores above)* | | | | | | | |  |
|  | **Total Raw Weighted Score** | | | **X 35** *(maximum section score)* | | **= SCORE:** | |  |
|  | **maximum possible raw weighted score** *(i.e., 5 x the sum of item weights above)* | | |

**ATTACHMENT 6.6**

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **REVENUE 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 revenue, detailed below, shall indicate the proposed revenue for providing the entire scope of service including all services as defined in the RFP Attachment 6.2. *Pro Forma* Contrac, Scope of Services for the total contract period. The proposed revenue and the submitted technical proposal associated with this revenue shall remain valid for at least 120 days subsequent to the date of the Revenue Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the Institution. All monetary amounts are United Institutions currency.** | | | | | | | | | | | |
| **Cost Item Description** | | | **Proposed Cost** | | | | | **Institution Use ONLY** | | | |
| **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** | **Sum** | **Possible Points Score** | | **Points Awarded** |
| COMMISSION PAYMENTS or FLAT RATE | | |  |  |  |  |  |  | **10** | |  |
| ATTACHED DAILY AND CATERING MENUS WITH PRICES | | |  |  |  |  |  |  | **10** | |  |
| ***The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the REVENUE PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.*** | | | | | | **Evaluation Cost Amount:** *(sum of all weighted cost amounts above)* | | | | |  |
|  | **Evaluation Revenue Amount Being Evaluated** | | | | | | **X 20** *(maximum section score)* | | | **= SCORE:** |  |
| **Highest Evaluation Revenue Amount from all Proposals** | | | | | |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **PROPOSER PRESENTATION SCORING GUIDE** | | | | | | | | |
| **PROPOSER NAME:** | | |  | | | | | |
| **EVALUATOR #** | | |  | | | | | |
| **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** | | | | | | | | |
|  | | **Presentation Scoring Items** | | | **Institution Use ONLY** | | | |
|  | | **Possible Points Score** | **Points Awarded** |
|  | | **C.1** Portion size, easy to eat, temperature, etc. | | |  | | 5 |  |
|  | | **C.2** Freshness**,** Quality and nutritional balance. | | |  | | 10 |  |
|  | | **C.3** Ingredients compliment each other in color, flavor, and texture. | | |  | | 10 |  |
|  | |  | | |  | |  |  |
| **Total Raw Weighted Score:** *(sum of Raw Weighted Scores above)* | | | | | | | |  |
|  | **Total Raw Weighted Score** | | | **X 25** *(maximum section score)* | | **= SCORE:** | |  |
|  | **maximum possible raw weighted score** *(i.e., 5 x the sum of item weights above)* | | |

**ATTACHMENT 6.7**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **PROPOSAL SCORE SUMMARY MATRIX** | | | | | | |
|  | | | | | | |
| **RFP Coordinator** | | | **Date** | | | |
| **QUALIFICATIONS & EXPERIENCE Maximum Points: 20** | **PROPOSER #** | | **PROPOSER #** | | **PROPOSER #** | |
| EVALUATOR # |  |  |  |  |  |  |
| EVALUATOR # |  |  |  |  |  |  |
| EVALUATOR # |  |  |  |  |  |  |
|  | **AVERAGE SCORE:** |  | **AVERAGE SCORE:** |  | **AVERAGE SCORE:** |  |
| **TECHNICAL APPROACH  Maximum Points: 35** |  |  |  |  |  |  |
| EVALUATOR # |  |  |  |  |  |  |
| EVALUATOR # |  |  |  |  |  |  |
| EVALUATOR # |  |  |  |  |  |  |
|  | **AVERAGE  SCORE:** |  | **AVERAGE SCORE:** |  | **AVERAGE SCORE:** |  |
| **PROPOSERS PRESENTATION  Maximum Points: 25** |  |  |  |  |  |  |
| EVALUATOR # |  |  |  |  |  |  |
| EVALUATOR # |  |  |  |  |  |  |
| EVALUATOR # |  |  |  |  |  |  |
| **COST PROPOSAL  Maximum Points: 20** | **SCORE:** |  | **SCORE:** |  | **SCORE:** |  |
| **PROPOSAL SCORE  Maximum Points: 100** | **TOTAL SCORE:** |  | **TOTAL SCORE:** |  | **TOTAL SCORE:** |  |

**ATTACHMENT 6.8**

**Request for Vendor Registration**

**All Proposers should complete the vendor registration process with Institution and become a registered vendor. Although vendor registration with the Institution is not required to submit a proposal, a resulting contract from this RFP process cannot be finalized without the successful proposer being registered with the institution.**

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

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

ATTACHMENT 6.9

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

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

STATED BY EACH REQUIREMENT

\_\_\_ Bank Reference (Attachment 6.5 A.2.)

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

Positive Credit Verification (Attachment 6.5 A.3.):

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

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

**AND**

\_\_\_ Official document or letter from accredited credit bureau within last three (3) months (Attachment 6.5 A.4.a.)Not Acceptable: Marketing materials which state credit rating

**OR**

\_\_\_ Dun & Bradstreet Credit evaluator Plus Report, verified and dated within last three (3) months (Attachment 6.5 A.4.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.5.)

\_\_\_ Statement regarding Conflict of Interest (Attachment 6.5A.6.)

\_\_\_ 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 may result in IMMEDIATE DISQUALIFICATION**

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

Correct Format (§3):

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

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

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

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

1. Pro Forma Agreement

\_\_\_ Review any “Comments” to the Pro Forma Agreement

\* **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.**