

2. RFP SCHEDULE OF EVENTS

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

| EVENT | TIME (central time zone) | DATE |
|---|-----------------------------|-------------------------|
| 1. RFP Issued | | August 1, 2023 |
| 2. Disability Accommodation Request Deadline | 2:00 p.m. | August 4, 2023 |
| 3. Pre-response Conference | 2:00 p.m. | August 7, 2023 |
| 4. State Schedules Facility Tours | | August 8, 2023 |
| 5. Facility Tours | | August 21-25, 2023 |
| 6. Notice of Intent to Respond Deadline | 2:00 p.m. | August 28, 2023 |
| 7. Written "Questions & Comments" Deadline | 2:00 p.m. | August 31, 2023 |
| 8. State Responds to Written Questions | | September 29, 2023 |
| 9. Additional Questions/Clarifications Deadline | | October 6, 2023 |
| 10. State's Response to Additional Questions and Clarifications | | November 6, 2023 |
| 11. Response Deadline | 2:00 p.m. | December 6, 2023 |
| 12. State Completion of Technical Response Evaluations | | December 22, 2023 |
| 13. State Opening & Scoring of Cost Proposals | 2:00 p.m. | January 22, 2024 |
| 14. Negotiations (Conducted by Central Procurement Office) | | January 3-5; 8-12, 2024 |

3. RESPONSE REQUIREMENTS

3.1. Response Form

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

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

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

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

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

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

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

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

3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and

3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

3.3.9. This RFP is also subject to Tenn. Code Ann. § 12-4-101—105.

3.4. **Response Errors & Revisions**

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

3.5. **Response Withdrawal**

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

3.6. **Additional Services**

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

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

3.7. **Response Preparation Costs**

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

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.8). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

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

4.3. State Right of Rejection

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

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

4.4. Assignment & Subcontracting

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

4.4.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

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

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

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

4.5. Right to Refuse Personnel or Subcontractors

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

4.6. **Insurance**

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

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

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

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

4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following:
<https://tntap.tn.gov/eservices/#1>

4.8. **Disclosure of Response Contents**

4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.

4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process.

4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with Tenn. Code Ann. § 10-7-504(a)(7).

4.9. **Contract Approval and Contract Payments**

4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.

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

4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

- 4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract Effective Date or after the Contract Term.
- 4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).
- 4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

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

4.11. **Contract Amendment**

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

4.12. **Severability**

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

4.13. **Next Ranked Respondent**

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

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

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

| EVALUATION CATEGORY | MAXIMUM POINTS POSSIBLE |
|---|-------------------------|
| General Qualifications & Experience (refer to RFP Attachment 6.2., Section B) | 20 |
| Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C) | 50 |
| Cost Proposal (refer to RFP Attachment 6.3.) | 30 |

5.2. Evaluation Process

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

5.2.1. **Technical Response Evaluation.** The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three (3) or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

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

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

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

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

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

- 5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
- 5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.3. **Clarifications and Negotiations:** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.
 - 5.2.3.1. **Clarifications:** The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.
 - 5.2.3.2. **Negotiations:** The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.
 - 5.2.3.3. **Cost Negotiations:** All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.
 - 5.2.3.4. If the State determines that it is unable to successfully negotiate terms and conditions of a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into terms and conditions contract negotiations with the next apparent best evaluated Respondent.

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

5.3. Contract Award Process

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

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

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

RFP ATTACHMENT 6.1.**RFP # 32901-31267-22 STATEMENT OF CERTIFICATIONS AND ASSURANCES**

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

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

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of the RFP Attachment 6.6., *Pro Forma* Contract for the total Contract Term.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the Contract.
5. The Respondent will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106." For reference purposes, the list is currently available online at: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>.

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

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

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

RFP ATTACHMENT 6.2. — Section A**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

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

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

RFP ATTACHMENT 6.2. — SECTION B**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

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

RFP ATTACHMENT 6.2. — SECTION B (continued)

| RESPONDENT LEGAL ENTITY NAME: | | |
|---|-----------|---|
| Response Page # (Respondent completes) | Item Ref. | Section B— General Qualifications & Experience Items |
| | | <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</p> |
| | B.16. | <p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p> |
| | B.17. | <p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <p>(d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p> |
| | | <p>SCORE (for all Section B—Qualifications & Experience Items above): (maximum possible score = 20)</p> |
| State Use – Evaluator Identification: | | |

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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

| RESPONDENT LEGAL ENTITY NAME: | | | | | |
|--|-----------|--|------------|-------------------|--------------------|
| Response Page # (Respondent completes) | Item Ref. | Section C— Technical Qualifications, Experience & Approach Items | Item Score | Evaluation Factor | Raw Weighted Score |
| | C.1. | Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule. | | 6 | |
| | C.2. | Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule. | | 6 | |
| | C.3. | Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule. | | 6 | |
| | C.4. | Provide a heart-healthy general population menu for a 28-day cycle, 3 meals per day Monday-Friday, 2 meals each Saturday and Sunday. The Standardized heart-healthy Menu shall contain entrees of no less than 75 percent chicken, turkey, or beef, and no more than 25 % texturized vegetable protein. All diets included in the Standardized Menu Program must meet the RDA requirements for sodium, cholesterol, fiber, calcium, iron, Vitamins A,C and D, protein, carbohydrates, saturated and total fats. No pork or pork products can be included in the menu. RDA and Dietary Reference Intake (DRI) tables may be found at: http://iom.nationalacademies.org/activities/nutrition/summary/dris/dri-tables.aspx as referenced in Pro Forma Contract Section A.5. | | 25 | |
| | C.5. | Provide a religious menu which satisfies kosher, vegetarian, vegan, Halal, House of Yahweh and RDA requirements for sodium, cholesterol, fiber, calcium, iron, Vitamins A,C and D, protein, carbohydrates, saturated and total fats, and a certificate from all appropriate religious approving bodies as referenced in Pro Forma Contract Section A.7.g. | | 10 | |
| | C.6. | Provide a Specialty menu which includes but is not limited to vegetarian, and vegan options, which meet RDA requirements for sodium, cholesterol, fiber, calcium, iron, Vitamins A,C and D, protein, carbohydrates, saturated and total fats. | | 8 | |

RFP ATTACHMENT 6.2. — SECTION C (continued)

| RESPONDENT LEGAL ENTITY NAME: | | | | | |
|--|-----------|---|------------|-------------------|--------------------|
| Response Page # (Respondent completes) | Item Ref. | Section C— Technical Qualifications, Experience & Approach Items | Item Score | Evaluation Factor | Raw Weighted Score |
| | C.7. | Provide a therapeutic menu including prenatal, hepatic, renal, clear and full liquid, puree, bland, mechanical soft and gluten-restricted, finger food, moderate calorie/ carbohydrate (ADA), low fat/sodium, pre and post dialysis, and diabetic and renal snack menu. RDA requirements for sodium, cholesterol, fiber, calcium, iron, Vitamins A,C and D, protein, carbohydrates, saturated and total fats, as referenced in Pro Forma Contract Sections A.5. and A.7.b - A.7.d. | | 10 | |
| | C.8. | Provide the contingency menu to be served at facilities in the event of emergencies such as a supplier disruption, weather event, prison disturbance such as riot or shut down as referenced in Pro Forma Contract Section A.8. | | 5 | |
| | C.9. | Provide the ingredients of enhanced sack lunches for inmate work crews, inmates traveling to court, or prison staff as referenced in ProForma Contract section A. 7.j.1. Provide the ingredients of breakfast sack meals for inmate work crews who leave the facility before regular breakfast is served as referenced in ProForma Contract section A. 7.j.2. Provide the ingredients of sack lunch meals for mother/child visitation as referenced in ProForma Contract section A. 7.k. | | 7 | |
| | C.10. | Provide a comprehensive Food Service Management work plan for this contract as referenced in ProForma Contract section A.3. and throughout the contract scope of services. | | 10 | |
| | C.11. | Provide a transition and implementation plan including but not limited to the overall project timeline, individual tasks or deliverables as specified in the timeline, Contractor staff assigned to each task, and State milestone review dates for this contract as referenced in ProForma Contract section A.33. The transition plan shall include but not be limited to the functional areas of communications, human resources and staffing, nutritional and operational support, finance and accounting, information technology, training and development and opening team planning. | | 25 | |
| | C.12. | Provide a Contractor policy and procedures manual for this contract as referenced in ProForma Contract Section A.4.j. All Contractor policy must comply with TDOC policy. Policy to be included in the manual must include but not be limited to employee attendance, employee attire and badges, staff conduct and performance, payroll and benefits, operations and facility security including tool control, prohibition on fraternizing with inmates, disciplinary actions, drug free workplace, employee fingerprint-based criminal history record checks, sanitation and equipment maintenance. | | 10 | |
| | C.13. | Provide a Quality Control Program for this contract as referenced in ProForma Contract Section A.9. | | 8 | |

RFP ATTACHMENT 6.2. — SECTION C (continued)

| RESPONDENT LEGAL ENTITY NAME: | | | | | |
|--|-----------|--|------------|-------------------|--------------------|
| Response Page # (Respondent completes) | Item Ref. | Section C— Technical Qualifications, Experience & Approach Items | Item Score | Evaluation Factor | Raw Weighted Score |
| | C.14. | Provide orientation and training program plans and manuals for Contractor staff, State staff transitioned to the Contractor and inmates for this contract as referenced in ProForma Contract sections A.14.m. and A.26.. | | 10 | |
| | C.15. | Provide an annual food service training program for this contract as referenced in ProForma Contract section A.14.n. | | 18 | |
| | C.16. | Provide a security orientation plan for this contract as referenced in ProForma Contract section A.14.m. and A.17. | | 18 | |
| | C.17. | Provide quarterly and annual food handling and sanitation training plan for this contract including inspection schedule as referenced in ProForma Contract section A.14.n. | | 19 | |
| | C.18. | Provide an organization plan for this contract including proposed staffing plan for each State institution and dietician consulting services as referenced in ProForma Contract scope of services sections A.4.t. and A.8.b. Include in the plan narrative details on regular ongoing and critical needs recruiting efforts. | | 12 | |
| | C.19. | Provide a drug-free workplace plan for this contract outlining pre-employment drug screening, post-accident drug testing and reasonable suspicion testing as referenced in ProForma Contract scope of services Section A.32. | | 10 | |
| | C.20. | Provide resumes of individuals serving on the Contractor's management team OR job descriptions/required education and credentials listing, especially those who will oversee staff, registered dietitians and consultants carrying out duties as specified in the ProForma Contract scope of services sections A.14.i. and A.14.j. Provide your organization chart. | | 10 | |
| | C.21. | Provide copies of the ServSafe certificates for management staff as detailed in ProForma Contract scope of services section A.14.h, and A.14.k. | | 8 | |
| | C.22. | Provide a plan of action describing how the contractor will ensure that inmates receive their designated meal AND prevent inmates from returning to the serving line to receive additional meals as detailed in ProForma Contract scope Section A.11.d. Include in the plan narrative a description of the system proposer currently has in use in other cities/counties/states, where the system is in place, and how long the system has been in use. | | 12 | |
| | C.23. | Provide the proposed benefits package/plan for State staff who could be adversely affected by procurement and must receive offers of employment from the awarded Contractor as detailed in ProForma Contract scope of services section A.34. | | 10 | |

RFP ATTACHMENT 6.2. — SECTION C (continued)

| RESPONDENT LEGAL ENTITY NAME: | | | | | |
|--|-----------|---|---|-------------------|--------------------|
| Response Page # (Respondent completes) | Item Ref. | Section C— Technical Qualifications, Experience & Approach Items | Item Score | Evaluation Factor | Raw Weighted Score |
| | C.24. | Provide written standards for employee conduct including an employee disciplinary form as detailed in ProForma Contract scope of services section A.17.a. | | 8 | |
| | C.25. | Provide an emergency response plan as detailed in ProForma Contract scope of services section A.28.b. | | 19 | |
| | C.26. | Provide a sample of a periodically administered inmate food survey as detailed in ProForma Contract scope of services section A.9.d. | | 7 | |
| | C.27. | Provide the survey instrument for a special food acceptance study conducted recently for a current customer and study results as detailed in ProForma Contract scope of services section A.9.d | | 7 | |
| | C.28. | Provide the survey instrument for a Plate Waste Study conducted recently for a current customer and study results as detailed in ProForma Contract scope of services section A.10. | | 12 | |
| | C.29. | Provide a proposed institution quality control manual. As detailed in ProForma Contract scope of services section A.9.c. | | 19 | |
| | C.30. | Provide a proposed monthly quality control report as detailed in ProForma Contract scope of services section A.9.c. | | 9 | |
| | C.31. | Provide a proposed monthly summary report detailing number of meals for all standardized menus by diet type (heart healthy, therapeutic, religious, sack lunch, work crew sack lunches, snacks, holiday meals, contingency meals grouped by facility as detailed in ProForma Contract scope of services section A.13.a.3. | | 10 | |
| | C.32. | Provide incident and security logs and/or reports including but not limited to tool control as detailed in ProForma Contract Sections A.4.j., A.14.n.5. and A.21.b | | 19 | |
| | C.33. | Provide policy and procedures which define sanitation procedures and staff sanitation training program as detailed in ProForma Contract Sections A.22.d and A.22e. | | 8 | |
| <i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i> | | | Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i> | | |
| $\frac{\text{Total Raw Weighted Score}}{\text{Maximum Possible Raw Weighted Score (i.e., 5 x the sum of item weights above)}} \times 50 = \text{SCORE:}$ | | | | | |
| <i>State Use – Evaluator Identification:</i> | | | | | |

RFP ATTACHMENT 6.2. — SECTION C (continued)

| | | | | | |
|---|------------------|---|-------------------|--------------------------|---------------------------|
| RESPONDENT LEGAL ENTITY NAME: | | | | | |
| Response Page # (Respondent completes) | Item Ref. | Section C— Technical Qualifications, Experience & Approach Items | Item Score | Evaluation Factor | Raw Weighted Score |
| <i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i> | | | | | |

RFP ATTACHMENT 6.3.

COST PROPOSAL & SCORING GUIDE**NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED**

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

Each cell under proposed cost must include a dollar value for the meal listed.

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

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

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

| | | | | | | | | |
|---|---|---|---|---|---|-----------------------|------------------------------|---|
| RESPONDENT SIGNATURE: | | | | | | | | |
| PRINTED NAME & TITLE: | | | | | | | | |
| DATE: | | | | | | | | |
| RESPONDENT LEGAL ENTITY NAME: | | | | | | | | |
| Cost Item Description | Proposed Cost | | | | | State Use ONLY | | |
| | Year 1 July 1, 2024- June 30, 2025 | Year 2 July 1, 2025- June 30, 2026 | Year 3 July 1, 2026- June 30, 2027 | Year 4 July 1, 2027- June 30, 2028 | Year 5 July 1, 2028- June 30, 2029 | Sum | Evaluation Factor | Evaluation Cost (sum x factor) |
| General Population, heart-healthy meals as referenced in the ProForma, Section A.5. and A.7.h, to include vegetarian and vegan meals. | \$ / per meal | \$ / per meal | \$ / per meal | \$ / per meal | \$ / per meal | | 11,391,756 | |
| Therapeutic Meal (Including all ordered, medically necessary snacks) as referenced in the ProForma Section A.7.b. through A.7.f. | \$ / per meal | \$ / per meal | \$ / per meal | \$ / per meal | \$ / per meal | | 600,000 | |

RFP ATTACHMENT 6.3. (continued)

| RESPONDENT LEGAL ENTITY NAME: | | | | | | | | |
|--|--|---|---|---|---|----------------|----------------------|---|
| Cost Item Description | Proposed Cost | | | | | State Use ONLY | | |
| | Year 1 July 1, 2024- June 30, 2025 | Year 2 July 1, 2025- June 30, 2026 | Year 3 July 1, 2026- June 30, 2027 | Year 4 July 1, 2027- June 30, 2028 | Year 5 July 1, 2028- June 30, 2029 | Sum | Evaluation Factor | Evaluation Cost (sum x factor) |
| Enhanced Sack Meals as referenced in the ProForma Section A.7.j.1. | \$ / per meal | \$ / per meal | \$ / per meal | \$ / per meal | \$ / per meal | | 316,000 | |
| Sack Breakfast Meals as referenced in the ProForma Section A.7.j.2. | \$ / per meal | \$ / per meal | \$ / per meal | \$ / per meal | \$ / per meal | | 100,000 | |
| Mother/Child Visitation Sack Lunch as referenced in the ProForma Section A.7.k. | \$ / per meal | \$ / per meal | \$ / per meal | \$ / per meal | \$ / per meal | | 3,200 | |
| Holiday/Religious/Meals/Fasts as referenced in the ProForma Section A.7.g | \$ / per meal | \$ / per meal | \$ / per meal | \$ / per meal | \$ / per meal | | 208,000 | |
| Staff and Visitor Meals (including Special Event Meals) as referenced in the ProForma Section A.7.i. | \$ / per meal | \$ / per meal | \$ / per meal | \$ / per meal | \$ / per meal | | 334,800 | |
| Quarterly Grease Trap Cleaning as referenced in Pro Forma Contract Section A.27. | \$ per quarter | \$ per quarter | \$ per quarter | \$ per quarter | \$ per quarter | | 20 | |

| | | |
|---|-------------------------|----------|
| EVALUATION COST AMOUNT (sum of evaluation costs above): | | |
| The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations. | | |
| $\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}} \times 30$ | (maximum section score) | = SCORE: |
| State Use – Solicitation Coordinator Signature, Printed Name & Date: | | |

REFERENCE QUESTIONNAIRE

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

The Respondent will be solely responsible for obtaining completed reference questionnaires as detailed below.. Provide references from individuals who are not current State employees of the procuring State Agency for projects similar to the goods or services sought under this RFP and which represent:

- two (2) contracts Respondent currently services that are similar in size and scope to the services required by this RFP; and
- three (3) completed contracts that are similar in size and scope to the services required by this RFP.

References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The individual contact reference provided for each contract or project shall not be a current State employee of the procuring State agency. Procuring State agencies that accept references from another State agency shall document, in writing, a plan to ensure that no contact is made between the procuring State agency and a referring State agency. The standard reference questionnaire, should be used and completed, and is provided on the next page of this RFP Attachment 6.4.

In order to obtain and submit the completed reference questionnaires following one of the two processes below.

Written:

- (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
- (b) Send a reference questionnaire and new, standard #10 envelope to each reference.
- (c) Instruct the reference to:
 - (i) complete the reference questionnaire;
 - (ii) sign and date the completed reference questionnaire;
 - (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;
 - (iv) sign his or her name in ink across the sealed portion of the envelope; and
 - (v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).
- (d) Do NOT open the sealed references upon receipt.
- (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.

Email:

- (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
- (b) E-mail a reference questionnaire to each reference.
- (c) Instruct the reference to:
 - (i) complete the reference questionnaire;
 - (ii) sign and date the completed reference questionnaire;
 - (iii) E-mail the reference directly to the Solicitation Coordinator by the RFP Technical Response Deadline with the Subject line of the e-mail as "[Respondent's Name] Reference for RFP # **32901-31267-22**".

NOTES:

- The State will not accept late references or references submitted by any means other than the two which are described above, and each reference questionnaire submitted must be completed as required.
- The State will not review more than the number of required references indicated above.

- While the State will base its reference check on the contents of the reference e-mails or sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.
- The State is under no obligation to clarify any reference information.

RFP # 32901-31267-22 REFERENCE QUESTIONNAIRE**REFERENCE SUBJECT: RESPONDENT NAME (completed by Respondent before reference is requested)**

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

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

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire and follow either process outlined below;

Physical:

- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

E-Mail:

- e-mail the completed questionnaire to:
 - Erik Busby
Erik.Busby@tn.gov
-

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

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

| | |
|------------------------|--|
| NAME: | |
| TITLE: | |
| TELEPHONE # | |
| E-MAIL ADDRESS: | |

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

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

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

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

REFERENCE SIGNATURE:

(by the individual completing this request for reference information)

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

DATE:

RFP ATTACHMENT 6.5.

SCORE SUMMARY MATRIX

| | <i>RESPONDENT NAME</i> | | <i>RESPONDENT NAME</i> | | <i>RESPONDENT NAME</i> | |
|---|------------------------|--|------------------------|--|------------------------|--|
| GENERAL QUALIFICATIONS & EXPERIENCE (maximum: § 20) | | | | | | |
| <i>EVALUATOR NAME</i> | | | | | | |
| <i>EVALUATOR NAME</i> | | | | | | |
| <i>REPEAT AS NECESSARY</i> | | | | | | |
| | AVERAGE: | | AVERAGE: | | AVERAGE: | |
| TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: § 50) | | | | | | |
| <i>EVALUATOR NAME</i> | | | | | | |
| <i>EVALUATOR NAME</i> | | | | | | |
| <i>REPEAT AS NECESSARY</i> | | | | | | |
| | AVERAGE: | | AVERAGE: | | AVERAGE: | |
| COST PROPOSAL (maximum: § 30) | SCORE: | | SCORE: | | SCORE: | |
| TOTAL RESPONSE EVALUATION SCORE: (maximum: 100) | | | | | | |
| <i>Solicitation Coordinator Signature, Printed Name & Date:</i> | | | | | | |

RFP # 32901-31267-22 PRO FORMA CONTRACT

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

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

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF CORRECTION
AND
CONTRACTOR NAME**

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

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**
Contractor Place of Incorporation or Organization: **Location**
Contractor Edison Registration ID # **Number**

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:
- a. "ACA Accreditation Audit" means an inspection that is conducted every three (3) years by an ACA audit team that is measuring a Facility's performance by ACA standards.
 - b. "Adequate Relief Staff" means the substitution of one (1) employee for another on a fixed post requiring continuous coverage in order to accommodate the regular days off (RDO), annual leave (AL), sick leave (SL), training assignment (TA), or administrative leave (ADL) of the regularly assigned employee.
 - c. "Administrative Leave" or (ADL) means leave requested by an employee in order to participate in activities including but not limited to examinations and interviews, blood donation, insurance appeals hearings, employee assistance program, and employer-sponsored health related programs.
 - d. "American Correctional Association" or ("ACA") the accreditation body for correctional, jail, and detention facilities.
 - e. "American National American National Standards Institute" or ("ANSI") means the private, non-profit organization that administers and coordinates the U.S. voluntary standards and conformity assessment system that includes the food safety certification program sponsored by the American Restaurant Association.
 - f. "Annual Compliance Inspection" means a detailed observation and written evaluation of the appearance, physical condition, and overall operation of each department since the previous audit.
 - g. "Annual Leave" or ("AL") means leave earned by an employee which can then be taken for vacation or personal reasons with pay after requesting leave as far in advance as possible and receiving written approval from the employee's supervisor.

- h. "Annual Safety Inspection" means a detailed observation and written evaluation of the fire prevention systems and safety codes of each department since the previous audit conducted by the TDOC Safety Program Director.
- i. "Annual Training" means a requirement for staff and contract employees to attend each year at the training academy or elsewhere designated.
- j. "Associate Warden" means a Facility executive who has graduated from an accredited college or university with a bachelor's degree and experience equivalent to five years of adult correctional management in one or a combination of the following: 1) administering or managing a rehabilitative, offender supervision, fiscal, correctional intelligence, or correctional compliance program; 2) supervising staff who provide rehabilitative or security services; or 3) training employees on skills or standards.
- k. "Associate Warden of Security" or ("AWS") means a Facility executive who has graduated from an accredited college or university with a bachelor's degree and experience equivalent to five years of adult correctional management in security services.
- l. "Blended Per-Meal Rate" means the pricing amount of a meal that includes all additional items specified by this contract.
- m. "Bulk Feeding Method" means the process in which large quantities of food are prepared for the serving of meals to inmates who are not permitted or able to consume meals in the dining hall of a Facility.
- n. "Call Outs" means the process for offenders being called out to attend an appointment, such as, medical, medication distribution, education, and work assignments.
- o. "Central Kitchen" means the main kitchen area within each Facility for preparation and storage of food items.
- p. "Compliance" the rating applied when a requirement is met by the Contractor at least ninety-five percent (95%) of the time during the inspection period.
- q. "Confinement/Infirmary Meals" means meals served in segregation, protective custody, or health and behavioral health service housing units.
- r. "Contraband" means any items including but not limited to cell phones, tobacco products or substitutes, written or recorded information intended to be given or transmitted or given or transmitted to offenders or family members, currency which is intended to be given or transmitted or given or transmitted to offenders or family members, any article of clothing intended to be given or transmitted or given or transmitted to offenders or family members, any unauthorized food item intended to be given or transmitted or given or transmitted to offenders or family members, any intoxicating beverage or substance intended to be given or transmitted or given or transmitted to offenders or family members, any controlled substance, prescription or non-prescription drug having a hypnotic, stimulating or depressing effect, firearms or weapons of any kind or explosive substances or materials, or any item not permitted by TDOC Policy 504.01.1 as may be revised.
- s. "Contractor Staff Uniforms" means uniforms provided by the Contractor that do not resemble those of the Department's correctional officers, other law enforcement entities or an offender, and that are approved by the Assistant Commissioner of Prisons.

- t. "Critical Violations" means violations of State of Tennessee Food Regulations 1200-23-01 as found at <https://www.tn.gov/health>,
- u. "Daily Meal Count" means the number of actual meals served at each Facility.
- v. "Daily Population Count" means the official inmate count for the day, which normally occurs at 10:30 p.m.
- w. "Defect" means a condition in the product, services or deliverables that does not meet requirements or end-user expectations.
- x. "Deficiency" means an indicator that an item or aspect of an operation is found to be non-compliant with the standard governing the use, presence, or purpose of a particular item.
- y. "Dietary Reference Intakes" or "DRI" means minimal recommended nutritional guidelines for adults as published by the Institute of Medicine of the National Academies and as found at [Nutrient Recommendations : Dietary Reference Intakes \(DRI\) \(nih.gov\)](https://www.nih.gov/health-topics/nutrient-recommendations).
- z. "Dietician" means contractor staff charged with developing nutritional requirements and menus and working with State Food Service Program staff.
- aa.. "Emergency Meals" means level I Emergency and Level II Emergency Meals as defined by TDOC Policy # 116.07.
- bb.. "Enhanced Sack Lunch" means lunches provided for groups of inmates who require meals and cannot receive lunches normally, including inmates going to outside court appointments, inmate work crews, inmates participating in child visitation, and inmate transfers.
- cc.. "Facility" means a TDOC prison, institution, building, set of buildings, structure, or area that is used for the confinement of offenders.
- dd.. "Fiscal Services Staff" means State employees who are responsible for the operation of budget and financial operations.
- ee. "Food Services Area" means areas including, but not limited to the kitchen, the dining and serving areas, food storage areas, food preparation areas, warehouse food storage areas, and restroom areas within the dining areas and kitchen.
- ff. "Food Service Management" means contractor managers who are responsible for organizing, coordinating, and overseeing all of the daily functions within their department.
- gg. "Food Services Director" means a Contractor employee who is responsible for food service operation within TDOC's facilities.
- hh. "Food Temperature Requirements" means cold foods stored at forty (40) degrees Fahrenheit or less and hot foods stored at one hundred and forty (140) degrees Fahrenheit or greater.
- ii. "Halal" means food or food items that adhere to Islamic law, as defined by the Koran.
- jj. "Hazard Analyses and Critical Control Points" or "HACCP" means a management system in which food safety is addressed through the analysis and control of biological, chemical, and physical hazards from raw material production, procurement and handling, to manufacturing, distribution and consumption of the finished product.

- kk. "Holiday Diet" means a specific menu developed to celebrate a recognized religious or national day(s) of observance, commemoration, or celebration and are to be served to the entire population as part of the Standardized Menu.
- ll. "House of Yahweh" or "HOY" means a recognized religious group who, for the purpose of this contract, adhere to a kosher diet, free of pork, shellfish, and blood.
- mm. "Hunger Strike" means a method of non-violent resistance or pressure in which the offender willingly abstains from some or all food, drink, or both, for at least seventy-two (72) consecutive hours. A hunger strike is determined by direct observation by staff and exact measurement of food and fluid intake. See TDOC Policy #113.36 as may be revised.
- nn. "Hypoglycemic Episode" means Blood glucose level below 70 mg/dl.
- oo. "Incentive Meals" means popular food items and or meals ordered by Facility staff, then prepared and either made available for pickup or delivered by inmate food service workers, inmate interns or Contractor staff to the Facility staff at the requested location.
- pp. "Incidental Contact" shall mean an unpredicted meeting in a public place such as a grocery store, restaurant or discount store of Contractor staff and either a relative or friend of an offender, which is unintentional, unanticipated, unplanned and could not have been foreseen ahead of time.
- qq. "Inspector General" means the executive leader of the compliance and contract monitoring divisions within the TDOC.
- rr. "Kosher" means food that follows the laws of the Torah and the Rabbis and is acceptable for practicing Jewish inmates.
- ss. "Level I Emergency" means loss of power, crippling snowstorm, adverse job action, inmate revolt or sit down (non-violent), or any nondestructive interruption of food service as defined in TDOC Policy # 116.07.
- tt. "Level II Emergency" means extended loss of kitchen/dining facilities due to major fire, riot, or natural disaster as defined in TDOC Policy # 116.07.
- uu. "Liquidated Damages" means a predetermined amount of money, specified in this Contract, that must be paid to the injured party as compensation upon a specific breach of this Contract.
- vv. "MIMS" means an information system that documents the number of meals served to inmates, the inmate who received the meal to prevent multiple meals being served to the same inmate.
- ww. "Non-Compliance Status" means the rating applied when a requirement is met less than ninety-five percent (95%) of the time during the inspection period.
- xx. "Non-Critical Violations" means violations, as defined by the Department of Health, not directly related to the cause of food-borne illness, but if uncorrected, could impede the operation of the kitchen.
- yy.. "Nonstandard Diet Orders" means diet orders not included on the diet load sheets or within the Contractor's *Food Service Therapeutic Diet Manual*.
- zz.. "Non-Standardized Menus" means any menu not inclusive on the Standardized Menu Program.

- aaa.. “Occupational Safety and Health Administration” or “OSHA” means the U.S. Department of Labor. .
- bbb.. “Offender Training Program In Food Service Management” means a reentry program for inmates who currently work in fully equipped Facility kitchens to learn food service management techniques.
- ccc.. “Plan of Corrective Action” or “POCA” means a detailed explanation of how each deficiency noted in the Annual Inspection or subsequent inspection will be corrected.
- ddd., “Plate Waste Study” means a method of assessing food intake by a population to determine the volume or percentage of food discarded and evaluate menu performance.
- eee.. “Quality Control Program” means a written plan created by the Contractor and approved in writing by the Office of the Inspector General, designed to provide guidelines for Food Service operations compliance with all federal and state laws and regulations, including TDOC inspection requirements and compliance with ACA standards and TDOC policies.
- fff.. “Quality Control Report” means a written plan and manual provided by the Contractor for each Facility, designed to maintain a consistent level of high-quality service.
- ggg.. “Recommended Daily Allowance” or “RDA” means federal minimum dietary recommendations for calories, fat, protein, vitamins and minerals for men, women, and children as promulgated by the US Department of Agriculture.
- hhh. “Regular Days Off” or (“RDO”) means regularly scheduled day(s) off.
- iii. “Religious Diet” means specific foods and/or food preparation techniques that satisfy religious dietary requirements or restrictions as defined in TDOC Policy # 116.08.
- jjj. “SERV Safe” an American National Standards Institute (ANSI) food safety certification program sponsored by the American Restaurant Association.
- kkk. “Shelf-Stable Meals” means meals or non-perishable foods that can be safely stored at room temperature in accordance with the United States Department of Agriculture (USDA) regulations as detailed at Shelf-Stable Food Safety | Food Safety and Inspection Service (usda.gov).
- lll. “Sick Leave” or (“SL”) means days earned by employee which can then be taken with pay once for personal or family illness or medical or appointments or treatment once written approval from supervisor has been received. Sick Leave requests should be submitted at least five days prior to the desired leave date(s) where possible.
- mmm. “Specialty Diet” means a vegan or vegetarian diet requested based on personal preference.
- nnn. “Staffing Plan” a written plan, created by the Contractor and approved in writing by the State, indicating the staffing positions and number of Contractor employees needed in each position to perform the responsibilities as specified in this Contract.
- ooo. “Standardized Menu” means a twenty-eight (28) day menu cycle that is designed to be uniform and identical at all TDOC Facilities statewide that includes the following.
- standardized heart-healthy diet served to the general inmate population;
 - therapeutic diets;

holiday diets;
religious diets;
vegan diets;
vegetarian diets; and
sack lunches.

The Standardized Menu will be used except for emergency situations where contingency meals may be served or when TDOC farm produce is utilized.

- ppp. "Superintendent" means the State employee responsible for the day-to-day training operations of TCA and MLTC.
- qqq. "TDOC Farm Produce" means fruits and vegetables grown on TDOC property and cared for by TDOC staff and inmates.
- rrr. "TDOC Approved One Time Substitution Guidelines" means a list or chart of foods that may be used in place of another food item due to shortages during a meal that are in the same food group, at the same portion required to fulfill dietary requirements.
- sss. Tennessee Correction Academy or "TCA" means the Tullahoma, TN Facility where TDOC staff are trained.
- ttt. "Tennessee Occupational Safety Health Administration" or "TOSHA" means a division of the Tennessee Labor and Workforce Development that is responsible for improving the occupational safety and health through enforcement of the general industry, construction and agricultural occupational safety and health standards in workplaces.
- uuu. "Therapeutic Diet" means special meal or food combination lists developed by the Contractor's dietician and prescribed by an authorized health care professional as part of the inmate's medical or dental treatment, as defined in TDOC Policy # 116.01.
- vvv. "Training Assignment" or "(TA)" means a temporary duty assignment for the purpose of employee training.
- www. "Utility Contingency Menu" means a seventy-two (72) hour shelf stable menu that is used during a Level I emergency as detailed in TDOC Policy # 116.07.
- xxx. "Warden/Superintendent" means the executive charged with overseeing the operations of a State-managed prison Facility.

A.3 The Contractor shall operate and manage food service operations at the following eleven (11) TDOC Facilities and the Tennessee Correction Academy in accordance with appropriate government regulations, industry standards, as well as the terms and provisions detailed in this Contract:

- a. Bledsoe County Correctional Facility (BCCX);
- b. DeBerry Special Needs Facility (DSNF);
- c. Debra K Johnson Reentry Center (DJRC);
- d. Mark Luttrell Transition Center (MLTC);
- e. Morgan County Correctional Complex (MCCX);
- f. Northeast Correctional Complex (NECX);
- g. Northwest Correctional Complex (NWCX);
- h. Riverbend Maximum Security Institution (RMSI);

- i. Turney Center Correctional Complex (TCIX);
- j. West Tennessee State Penitentiary (WTSP); and
- k. Women's Therapeutic Residential Center (WTRC).

The Contractor shall employ qualified personnel that are able to perform the work required and specified in this Contract. The Contractor shall be responsible for the purchase, on-site warehousing and delivery of food supplies, preparation and serving of food, cleaning of food service areas, and purchasing, maintenance and repairs of kitchen equipment. The Contractor shall provide food to Facility staff, offenders and official visitors as determined by the TDOC to meet the needs of each Facility. The Contractor shall provide food service for special meetings or events held within the facilities on an as-needed basis, as directed by the State. The Contractor shall provide overall contract management for the tasks in the Contract, including the day-to-day management of its staff and coordinating with TDOC staff as pertaining to their assignment to the Contract. The Contractor shall employ ongoing contract management techniques to ensure a comprehensive work plan is developed, executed, monitored, reported on, and maintained.

- A.4. Services considered within the scope of this Contract include, but are not limited to, the following:
- a. The Contractor shall provide food service to all TDOC offenders and Facility staff at all eleven (11) TDOC Facilities, serving three (3) meals a day on weekdays and two (2) meals a day on weekends, with the exception of DeBerry Special Needs Facility, which serves three (3) meals a day on weekdays and three (3) meals a day on weekends. The Contractor shall provide food service at Tennessee Correction Academy, serving three (3) meals a day Monday through Thursday, breakfast and lunch on Friday, no service on Saturday, and breakfast and lunch on Sunday with a sack dinner. The Contractor shall ensure that the meals include any special diets/needs, confinement/infirmarium meals, religious meals, emergency meals, special event meals, snacks, sack meals and staff/guest meals, as well as any other meals authorized by the Assistant Commissioner of Prisons or designee, Warden/Superintendent or their designee. Mealtimes will be designated by the Warden/Superintendent or designee at each Facility.
 - b. The Contractor shall purchase and receive all food supplies, including raw or packaged materials used to prepare meals, that are necessary to meet the needs of this Contract.
 - c. The Contractor shall purchase and use produce grown on TDOC farms. The Contractor shall develop a written plan, to be approved by the TDOC, for utilization of TDOC grown produce based upon the harvest information contained in RFP Attachment 6.19/Pro Forma Contract Attachment Eleven. The Contractor price is to be at the sole determination of the TDOC based on the U.S. Bureau of Labor Statistics Producer Price Index. The Contractor shall use TDOC farm produce in menu planning.
 - d. The Contractor shall develop and follow a statewide Standardized Menu program to be approved in writing by the TDOC following the execution of this Contract.
 - e. The Contractor shall maintain proper sanitation for the food service operations at all TDOC facilities and the Tennessee Correction Academy, including the cleaning and safe operation of all food service equipment consistent with the ACA, HACCP, OSHA, State and County Health Departments, and TOSHA standards/requirements.
 - f. The Contractor shall provide management staff and line staff who will provide oversight of work performed by offender labor for the complete provision of food service operations including meal preparation, meal service, and cleanup.

- g. The Contractor shall provide an implementation plan to TDOC for written approval by the TDOC Commissioner to ensure continuity of food service operations at all TDOC Facilities and the Tennessee Correction Academy.
- h. The Contractor shall provide the operation and management of food services at all TDOC operated facilities in accordance with all applicable state and federal laws, standards, and regulations, including but not limited to:
 - 1. ACA standards,
 - 2. HACCP regulations,
 - 3. OSHA regulations,
 - 4. TOSHA regulations,
 - 5. U.S. Department of Health, Education and Welfare law, rules and regulations,
 - 6. Tennessee Department of Health,
 - 7. Environmental Protection Agency regulations, and
 - 8. Tennessee Department of Environment and Conservation regulations.
- i. The Contractor shall develop and implement an Offender Training Program in Food Service Management at each TDOC Facility. Prior to implementation, the Contractor shall submit the Offender Training Program in writing to TDOC for approval by the TDOC Commissioner. The Contractor shall provide all necessary instructions, supplies and training materials, as required by. as further detailed in Section A.26 of this Contract.
- j. The Contractor shall develop and provide a policy and procedure manual for food service operations which mirrors the requirements outlined in the Contract to TDOC for written approval by the State. The Contractor shall ensure that its policies comply and are consistent with all TDOC's policies. The Contractor shall ensure that its policies in the policy and procedure manual include, but are not limited to employee attendance, employee attire and badges, employee conduct and performance, payroll and benefits, operations and Facility security including tool control, prohibition on fraternizing with offenders, disciplinary actions, drug free workplace, employee fingerprint-based criminal history record checks, sanitation, and equipment maintenance. Within thirty (30) days of the Effective Date of this Contract, the Contractor shall provide the Policy and Procedure Manual to the Office of the Inspector General for written approval.
- k. The Contractor shall develop, implement, and monitor a quality control program for Food Service Operations. The Contractor shall provide the Quality Control Program for review and approval by TDOC's Office of the Inspector General prior to implementation of this Program. The Contractor shall provide a copy of the Quality Control Program to each TDOC Facility and Tennessee Correction Academy within thirty (30) days of the award of the Contract, as outlined in Section A.9. of this Contract.
- l. The Contractor shall purchase all food and non-food items, dietary supplies, office supplies necessary to provide quality food service operations. The Contractor shall purchase all cleaners and cleaning supplies to maintain a sanitary environment. TDOC shall provide the following supply products: hand soap, paper towels and toilet tissue.
- m. The Contractor shall operate and maintain all food service equipment, purchase replacement equipment and be responsible for replacement and disposal costs once the equipment is declared to be unusable by TDOC, as Section A.12. of this Contract.

- n. The Contractor shall procure and maintain trays, tumblers, sporks, insulated cart/carriers, portable beverage dispensers, sheet pans, service pans, all-terrain vehicles, and any other necessary equipment required to transport meals and maintain temperatures for all scheduled meals and meals needed determined by the Facility inmate population count or the amount of staff scheduled to be at Tennessee Correction Academy each day. The Contractor shall be responsible for replacement and disposal costs once the equipment is deemed unusable by the TDOC. The Contractor shall initiate replacement orders within seven (7) days of the date that the equipment was declared unusable.
- o. The Contractor shall provide all necessary staff to provide and deliver quality food service operations in accordance with the Staffing Matrix contained in RFP Attachment 6.14/Contract Attachment Four.
- p. The Contractor shall maintain sanitation and food safety for all food service operation areas as outlined in Section A.22.
- q. The Contractor shall maintain all records, reports and documentation in compliance with applicable state and federal laws, standards and regulations. The Contractor shall ensure that all records and documentation are available and provided to the TDOC upon request. This requirement is further outlined in Section A.13.
- r. The Contractor shall accurately account for all offender meals served at each Facility, including the number of meals served at satellite feeding sites in its invoices. The Contractor shall ensure that the invoice should only include the daily count of actual meals served at each Facility and NOT the Daily Population Count, as outlined in Sections A.11. and A.16. of this Contract.
- s. The Contractor shall follow the TDOC's security policies and procedures in the hiring and management of the food services operation.
- t. The Contractor shall provide consultations with registered dietician(s), as requested in writing by the TDOC.

A.5. Standardized Menu Program Requirements.

- a. The Contractor's Dietician shall develop the Standardized Menu and shall obtain approval by TDOC Director of Food Services or designee within thirty (30) days of the Effective Date of this Contract. In addition, the Contractor's Dietician shall revise the Standardized Menu at least once every six (6) months and submit the revisions to the TDOC Director of Food Services or designee for approval.
- b. The Contractor shall ensure that the Standardized Menu provides nutritionally adequate meals that conform to guidelines in TDOC polices #113.35, #113.87, #116.01 and #116.08. The Contractor shall make efforts to include input from the TDOC Facilities during menu development.
- c. The Contractor shall ensure that all menus list portion sizes and caloric intake values for each menu item with totals all typewritten in a legible manner using Arial, Times New Roman, or Calibri font, with a font size no less than 10 on the menu. Recipes and a complete nutritional analysis as specified by the TDOC Facility shall be reviewed by TDOC prior to menu implementation.
- d. The Contractor shall comply with the Standardized Menu, as written, in all eleven (11) TDOC Facilities and the Tennessee Correction Academy. The Contractor shall make any substitutions or changes to the Standardized Menu in accordance with TDOC Approved One Time Substitution Guidelines, as written by the Contractor's Dietician and reviewed

and approved by TDOC Director of Food Services or designee. The Contractor shall ensure that all substitutions are documented and submitted to the TDOC Institutional Fiscal Director, Warden/Superintendent, and Contractor's Regional or District Manager on a weekly basis in accordance with TDOC Policy #116.06. The Contractor shall ensure that all substitutions are documented and submitted to TDOC Institutional Fiscal Director, Warden/Superintendent, TDOC Director of Food Services, and TDOC Office of Inspector General in a monthly report.

In the event the Contractor obtains favorable pricing on a spot purchase for an off-menu item, the Contractor may submit the proposed spot purchase to the TDOC Director of Food Services for review and approval to serve the item for a specified period of time. If a spot purchase results in a cost savings and it is mutually agreed upon by the TDOC and the Contractor, the savings shall be equally split between the TDOC and the Contractor.

- e. The Contractor shall ensure that all Standardized Menus meet or exceed minimum Recommended Daily Allowance or Dietary Reference Intakes as published by the Institute of Medicine of the National Academies and found at:

<http://iom.nationalacademies.org/activities/nutrition/summarydri/dri-tables.aspx>. The Contractor shall comply with the Academy of Nutrition and Dietetics Nutrition Care Manual at <https://www.nutritioncaremanual.org>.

The Contractor shall ensure that the Standardized Menus are consistent with the RDI and recommended dietary guidelines as identified by the United States Department of Agriculture, Food and Nutrition Service found at: <https://www.fns.usda.gov/cnpp>.

The Contractor shall ensure that menus meet the following requirements:

1. Sodium;
 2. Cholesterol;
 3. Fiber;
 4. Calcium;
 5. Iron;
 6. Vitamins A, C, and D;
 7. Protein;
 8. Carbohydrates;
 9. Total fat; and
 10. Saturated fat.
- f. The Contractor shall ensure that all meals are designed to be balanced in color, flavor, and texture. The Contractor shall ensure that meals contain a minimum of two thousand five hundred (2,500) calories daily. The Contractor shall provide exceptions to the meals after approval by the TDOC Inspector General or designee. The Contractor shall ensure that therapeutic and religious menus conform as closely as possible to the Standardized Menu served to the general population while accommodating the specific health care or religious diet needs.

- g. The Contractor shall not use any pork or pork products in any of its menus. The Contractor shall ensure that all menus meet or exceed all applicable ACA standards.
- h. The Contractor shall ensure that meals served as part of the Standardized Menu contain entrees of no less than seventy-five percent (75%) chicken, turkey, or beef, and no more than twenty-five percent (25%) texturized vegetable protein. The Contractor shall ensure that the Standardized Menu consists of a twenty-eight (28) day cycle.
- i. The Contractor shall provide a Standardized Menu where the same menu for each specific diet is procured, purchased, received, stored, prepared and served consistently at all Facilities. The Contractor shall ensure that the diets of the Standardized Menu provided to the offender population include:
 - 1. General population heart-healthy diet;
 - 2. Therapeutic diet and prescribed snacks;
 - 3. Religious diet including ~~for~~ Halal, Kosher, and House of Yahweh;
 - 4. Holiday Diet for religious or national days of observance, commemoration, or celebration as and approved as required by clergy or other religious authority and as specified for holidays including Thanksgiving, Christmas, Easter, Passover, Ramadan, Eid-Al-Fitr, Eid-Al-Adha.
 - 5. Vegan diet;
 - 6. Vegetarian diet;
 - 7. Enhanced Sack lunches;
 - 8. Sack Breakfast; and
 - 9. Mother and Child Visitation Sack Lunches.
- j. TDOC reserves the right to change the Standardized Menu requirements and will provide the Contractor thirty (30) days written notice of the change. It is anticipated that changes to the Standardized Menu will not increase the overall cost of food products as such changes are to be unsubstantial in nature. If, there is a substantial change in the Standardized Menu that the overall cost of food products decreases, the Contractor shall pass on the cost decrease to the TDOC.
- k. The Standardized Menu will be used except for emergency situations where contingency meals may be served or when TDOC farm produce is utilized.

A.6. Minimum Meal Service Requirements.

- a. The Contractor shall provide all meals, in accordance with the Standardized Menu or approved variations, to be served at temperatures in compliance with those required by the Tennessee Health Department in a method approved by the TDOC and as detailed in A.7.h.
- b. The Contractor shall ensure that meals are served within the time ranges as determined by the Warden or Warden's designee at each TDOC Facility. Style of meal service varies at each TDOC Facility, but the Contractor must provide at a minimum cafeteria-style in one (1) main dining room and smaller dining rooms as specified by each Facility. See RFP Attachment 6.20/Contract Attachment Five.

- c. The Contractor shall provide all meal services including cafeteria feeding, confinement/infirmery feeding, satellite areas such as work or vocational programming, sack lunches for work crews, and staff meals. The Contractor shall prepare all meals and deliver them as specified in each TDOC Facility in RFP Attachment 6.20/Contract Attachment Five.
- d. The Contractor shall provide food service for special events including but not limited to meetings, for staff and officers held over, and for fundraisers held within the Facility on an as-needed basis. The Contractor shall provide price per meal and portion sizing for these special events based on negotiations with the Warden/Superintendent or designee on a per event basis and shall be invoiced separately from the offender food service invoice. The Contractor shall serve special event meals to the entire offender population, and shall not serve special event meals to only certain select groups. The Contractor shall serve special event meals that are approved by the Warden or Superintendent and the TDOC Director of Food Services.

A.7. Other Diets Served under the Standardized Menu.

- a. The Contractor shall provide each of the following meals in accordance with the requirements of the Standardized Menu with meals also being provided in areas other than the dining rooms such as confinement, work and program areas, infirmary, and outside work crews as required by each Facility. The Contractor shall prepare Food in quantities corresponding to the Facility's daily population to feed the specified offenders.
- b. Therapeutic Diet: The Contractor shall provide, meals for therapeutic diets. The Contractor shall ensure that the physicians, dentists or clinical associates in each Facility's medical unit shall prescribe therapeutic diets from a TDOC approved list of therapeutic diets. The Contractor shall ensure that therapeutic diets are served in accordance with TDOC policies #113.35, #116.01, #116.03, 116.05 and #506.16. The Contractor shall ensure that the diets conform to the nutritional requirements as identified in Section A.5.e.
 - 1. Snacks must be provided as part of the therapeutic diet and any snacks, including protein-based snacks for emergency hypoglycemic episodes, required for therapeutic diets will be considered part of the ordered therapeutic meal and must be provided.
 - 2. The Contractor shall provide ice for therapeutic needs, including sprains, broken bones, and ice chips for infirmary patients.
 - 3. Ready-to-drink, liquid supplements prescribed for additional nutrition, such as Ensure or Resource, will be provided by the Contractor and dispersed by TDOC's medical staff at each Facility during medication Call Outs in the Facility's Health Services at the expense of TDOC.
- c. The Contractor shall provide the following Therapeutic Diets: ,including snacks,
 - 1. Bland;
 - 2. Clear Liquid;
 - 3. Full Liquid;
 - 4. Gluten Restricted;
 - 5. Moderate 2000 Calorie/Carbohydrate;
 - 6. Finger Food;

7. Renal Diet;
8. Puree Diet;
9. Mechanical Soft;
10. Low Fat /Sodium;
11. Prenatal Diet, including three (3) snacks daily with meals;
12. Pre-Dialysis;
13. Post-Dialysis;
14. Diabetic, Renal Snack Menu; and
15. Non-Standard Diet.

- d. The Contractor shall follow the Procedure for Therapeutic Diets as set forth below:
 1. Therapeutic diets shall be ordered by an authorized health care provider utilizing the Therapeutic Diet Order, CR-1798, as found in TDOC Policy #113.35 and as included in RFP Attachment 6.9/Contract Attachment Six. Therapeutic diets shall be ordered when a medical, psychiatric, or dental condition precludes the offender from eating the food provided for the general offender population. The Therapeutic Diet Order shall be signed by the healthcare provider, an authorized Contractor food service representative, and the offender. The signed Therapeutic Diet Order shall be retained at the Facility by the Contractor.
 2. The Therapeutic Diet shall be implemented as soon as possible after the Therapeutic Diet Order is submitted to Food Services with service beginning no later than the first day following receipt of the Therapeutic Diet Order. The Therapeutic Diet Order, CR-1798, must be electronically scanned to the Contractor's Food Service Director at least two (2) hours prior to the serving time in order to effective for that meal.
 3. All Therapeutic Diet trays served shall be recorded with a copy of the record sent to the Facility's medical unit for proper documentation for ACA performance standards. This record shall include at a minimum, offender name, number, date of meal picked up, and type of meal.
- e. Medical/Code Event: The Contractor shall provide items for use in medical emergency or "code" situations such as hypoglycemic episodes, where an offender has an immediate need for readily available protein sources to stabilize rapidly falling blood sugar levels. Peanut butter and milk are preferred protein sources to increase and stabilize blood sugar during hypoglycemic episodes.
- f. The Contractor shall provide Therapeutic Snack Bags that includes solid protein food sources such as milk or peanut butter at no additional cost to the TDOC. The Contractor shall ensure that all Therapeutic Snack Bags comply with TDOC Policy 113.35 section VI.G
- g. Religious Diet: The Contractor shall provide religious meal offerings in accordance with TDOC Policy #116.08. The Contractor shall ensure that religious meals meet RDA and DRI requirements as referenced in Section A.5. of this Contract. The Contractor shall ensure that Religious Diets include the following:

1. Halal: Food or food items that adhere to Islamic law, as defined by the Koran.
 2. Kosher: Food that follows the laws of the Torah and is acceptable for practicing Jewish inmates.
 3. House of Yahweh: A recognized religious group who, for the purposes of this Contract, adhere to a Kosher diet, free of pork, shellfish, and blood.
- h. Confinement/Infirmary Meals: The Contractor shall ensure that Confinement/Infirmary Meals are delivered in pre-portioned individual serving trays in such a manner as to comply with food temperature requirements, with the exception of any satellite areas approved by the Facility Warden. The Contractor's staff shall supervise the preparation of meals in accordance with the Standardized Menu for offenders assigned to confinement areas and any other areas including the infirmary, renal units, or other satellite areas requiring meal trays. The Contractor shall provide staff to supervise preparation and plating of all meals in both the bulk feeding areas and in satellite units to ensure proper portion size and food temperatures meet HACCP requirements. The transportation and delivery of these meals shall be conducted by offenders assigned by TDOC to the Contractor and shall be supervised by the Contractor. Contractor staff shall take and record food temperatures to verify that HACCP requirements were met.

The Contractor shall use the Bulk Feeding Method unless the Contractor can establish a more efficient and accurate method of feeding, which must be approved in writing by the Assistant Commissioner of Prisons or their designee. Inmates fed using this process shall be served meals of the same content as the general population.

- i. Staff/Visitor Meals: The Contractor shall provide meals to official visitors and all staff who work at TDOC Facilities in keeping with TDOC Policy #116.03 as may be revised. TDOC staff are entitled to one (1) hot meal and enhanced salad bar per shift. The Contractor shall serve beverages in the staff dining hall twenty-four (24) hours per day, seven (7) days per week. The Contractor shall serve the same meals in the staff and offender dining halls on a daily basis. In the staff dining hall, Contractor shall offer an enhanced salad bar for lunch and dinner. The Contractor shall establish, in consultation with the Warden or designee, a plan for the delivery of an enhanced salad bar where there is not a designated staff dining room or café. The Contractor, upon notification by the Facility Chief of Security, shall deliver meals to TDOC staff who are working security posts where no relief is available.

The Contractor shall supply sack lunches to TDOC staff at the daily meal rate during emergency situations and critical incidents, such as riots or escapes

- j. Sack Meals:
1. Enhanced Sack Lunch: The Contractor shall provide enhanced sack lunches for groups of offenders who require meals outside the Facility, including offenders going to outside court, offender work crews, and offender transfers. The Contractor shall deliver sack lunches to a designated area when requested by Facility staff. The Contractor shall ensure that the sack lunches meet or exceed the average nutritional content of the Standardized Menu.
 2. Sack Breakfast Meal: The Contractor shall provide sack breakfasts for groups of offenders on work crews that depart the Facility before the Facility breakfast meal is served. The Contractor shall deliver sack breakfasts to a designated area when

requested by Facility staff. The Contractor shall ensure that the sack breakfasts meet or exceed the average nutritional content of the Standardized Menu.

The Contractor shall adhere to ServSafe and U. S. Department of Health Food temperature requirements shall apply to all sack meals. The Contractor shall place Sack meals inside a cooler, if the Contractor is providing sack meals for a crew working away from the Facility with no way to keep the sack meal within safe food temperatures. Coolers for offender sack meals shall be provided by the TDOC.

- k. Mother/Child Visitation Sack Lunch: The Contractor shall provide sack lunch meals for female offenders housed at WTRC and DJRC. The Contractor shall deliver sack lunches to a designated area in the Facility when requested by Facility staff.
- l. Staff Incentive Meals: No later than six (6) months after the Effective Date of this Contract, the Contractor may, at the request of the State, provide up to five (5) incentive meals per week to each Facility staff member. Incentive meals may include popular fast-food items such as deluxe sandwiches or individual pizzas. The Incentive Meals meals may be prepared either by inmate food service workers, inmate interns or Contractor Food Service staff. The Incentive Meals may be ordered by Facility staff either in-person in a Facility kitchen or dining room or through a Contractor system such as web page or application prior to the start of the Facility staff member's work shift. The Contractor shall ensure that the Incentive Meal is available for pick-up at the Facility kitchen or dining room specified in the order.

A.8. **Utility Contingency Menu.**

- a. During emergency situations a Utility Contingency Menu may be used in lieu of the Standardized Menu. In the event of an emergency, as determined by the Warden, the Contractor shall continue to serve meals in compliance with the TDOC emergency policies, emergency plans/operations and/or as specifically instructed by the Warden or Assistant Commissioner of Prisons or designee. Applicable TDOC emergency plans will be made available at each Facility and satellite Facility and may require the Contractor to alter normal operations and staffing. The Contractor shall ensure that food products served on the Utility Contingency Menu are within the recommended consumption date and have not expired.
- b. the Contractor's staff shall make adjustments for unpredictable events. For example, if daily counts are not cleared, meal times shall be adjusted and Contractor staff shall stay on-site and serve meals when counts have cleared.
- c. The menu items are to be stored at the warehouse of the respective Facility that is impacted. The menu items must be adequate in amount for the total inmate population, TDOC staff and contract staff.

A.9. **Quality Control Program.**

- a. The Contractor shall develop and implement a Quality Control Program that includes, but is not limited to:
 - 1. Compliance with all federal and state laws and regulations, to include TDOC inspection requirements; and

2. Compliance with ACA standards and TDOC policies.

b. The Contractor shall ensure that a sample meal tray for each meal is retained for seventy-two (72) hours to ensure that the standardized menu is being followed including the serving size indicated on the Contractor's Standardized Menu and to be used in the event of an outbreak of a food-borne illness. These trays may be utilized during the auditing process to evaluate compliance with meal requirements. Poor evaluations or meal deficiencies will be reviewed with the Contractor at the time of the occurrence. The Contractor will be given an opportunity to correct said deficiencies and present a corrective action plan. If corrective action is not taken or corrective action is not deemed sufficient or accomplished in a timely manner, as specified by State Health Department and HACCP guidelines, the Contractor may, at the discretion of TDOC, be assessed liquidated damages, as set forth in Attachment Two (2) of this Contract.

c. The Contractor shall furnish a written quality control report, plan, and manual for each Facility for written approval by the TDOC, that is designed to maintain a consistent level of high-quality service. The Contractor shall ensure that the quality control manual reflects a formalized, internal inspection report format, providing daily, weekly, and monthly inspections.

The Contractor shall submit a monthly quality control report to the Warden or Superintendent and the Office of the Inspector General detailing the Contractor's compliance with the provisions of this Contract.

d. The Contractor shall develop a survey instrument for the purpose of obtaining offender feedback on the quality of food service. The Contractor shall submit the instrument to the Office of the Inspector General or designee for approval prior to implementation. The Contractor shall conduct monthly surveys of offenders that represent twenty-five percent (25%) of the Facility's population to determine food preferences, quality of food served and responsiveness to the menu. Each month, the Contractor shall submit the summarized results of the survey to the Office of the Inspector General or designee. Annually, the Contractor shall offer surveys to all offenders to determine food preferences, quality of food served, and responsiveness to the menu. The Contractor shall summarize and submit the results of the surveys to the Office of the Inspector General on an annual basis.

The Contractor shall achieve a rating of no less than ninety percent (90%) for all meals prepared that are rated good or better, based on survey results. If survey results indicate less than eighty percent (80%) of the meals are of good quality for two (2) consecutive weeks, the Contractor shall develop and implement a plan of corrective action to ensure a rating of . A Plan of Corrective Action shall include a statement identifying each deficiency, procedures for correcting each deficiency and an anticipated completion date.

Upon request, the Contractor shall conduct special food acceptance studies when complaints are received. Survey results shall be used in evaluation of the Contractor at the time of contract renewal.

A.10. Plate Waste Study.

a. The Contractor shall conduct a Plate Waste Study when recommending that a menu item be removed or added to the Standardized Menu. The Contractor shall include the following information in the Plate Waste Study:

1. Facility;
2. Date;
3. Cycle Menu Week/Meal;

4. Food Items served;
5. Number of offenders and staff served;
6. Number of offenders and staff who refused the meal at point of service;
7. Number of offenders and staff who received the meal, but only ate a portion of the meal; and
8. Number of offenders and staff who received the meal but did not eat any of the meal.

A.11. MIMS.

- a. The Contractor shall use an automated means of counting meals such that meal count information is accessible through the Contractor's MIMS.
- b. The Contractor shall provide TDOC access to the MIMS for counts of meals served. The Contractor shall ensure that MMIS users include not are not limited to, the following TDOC staff: Chief Financial Officer, Assistant Commissioner of Prisons, Wardens and Associate Wardens, Food Services Director, the Inspector General and Office of Inspector General Staff, Food Service staff, Fiscal Services staff, State Medical Staff, and any other staff determined necessary by TDOC leadership.
- c. The Contractor shall notify the Warden or Superintendent within one (1) hour if the system is not functional, and the Office of Inspector General must be notified if the system is not functional for more than twenty-four (24) hours. The Contractor shall submit a plan of corrective action to the Inspector General and the Assistant Commissioner of Prisons for each instance that the MIMS is not functional for more than twenty-four (24) hours.
- d. The Contractor shall ensure and document that offenders receive their designated meal and do not return to the line to receive additional meals by the use of a meal scanner system. The Contractor shall ensure that the meal scanner system provides a message that a meal has already been provided for the specific offender and the Contractor shall prohibit the offender from receiving additional meals. The Contractor shall maintain counts of actual meals served at each TDOC Facility and Tennessee Correction Academy. The Contractor shall track food production and waste in the MIMS. The Contractor shall stack trays to be served and shall maintain a backup count based on the number of the trays that have been used. The Warden or designee shall be responsible for ensuring that all offenders scan their badge in order to obtain a meal.

A.12. Equipment.

- a. TDOC will allow the Contractor to use the TDOC's food service equipment currently in place at each Facility kitchen. TDOC will provide the Contractor with an inventory list of all Department-owned food service equipment to the Contractor upon the Effective Date of this Contract. The Contractor shall be responsible for maintenance, repair, and replacement, including installation, of TDOC-owned equipment during the term of this Contract
- b. The Contractor shall be responsible for ensuring that equipment provided by the TDOC is correctly operated, cleaned, and maintained in strict accordance with the manufacturers' operating manuals. The Contractor shall have the operating manuals for the food service equipment on hand at each kitchen. The Contractor shall operate, clean and maintain the kitchen equipment to minimize any abuse to the equipment. In the event the TDOC determines that equipment has been damaged or abused due to lack of adequate

Contractor oversight or other negligence, the Contractor shall be liable to the State for repair and/or replacement of the equipment.

- c. In the event TDOC deems any equipment unusable, the Contractor shall provide and procure replacement equipment and be responsible for costs. TDOC will own any equipment that the Contractor purchases, including, but not limited to, small wares, trays, tumblers, sporks, dishwashers, retherm trays, Cambro insulated cart/carriers, all-terrain vehicles, and any other necessary equipment required to operate a kitchen, transport meals, or maintain temperatures. The Contractor shall submit in writing to the Warden or Superintendent all requests for repair or replacement of TDOC-owned equipment. The Contractor shall ensure that replacement orders must be initiated within seven (7) days of the date that the equipment was declared unusable.

Any additional equipment purchased, installed, repaired, replaced, or modified by the Contractor shall meet or exceed the State's standards for functionality, sanitation and security as determined by the TDOC. The Contractor shall obtain prior written authorization from the TDOC when installing, repairing, or replacing any food service equipment. TDOC will not be responsible for purchasing any equipment required to operate a kitchen, transport meals, or maintain temperatures.

- d. The Contractor shall be responsible for providing small wares in quantities sufficient to ensure compliance with all minimum service requirements of this Contract as detailed in RFP attachment 6.23 ~~6.26~~ and PFC Attachment Seven.
- e. The Contractor shall purchase all pots, pans, trays, tumblers, and serving utensils and shall obtain the approval of the TDOC Director of Contract Monitoring and Risk Mitigation or designee prior to use.
- f. If during the Term of this Contract, the Contractor procures equipment for use at any Facility for food preparation, all equipment procured for the State shall be the property of the TDOC upon the termination of this Contract.
- g. No part of the Contractor's equipment, including computers, software, printers, copy machines, or any other electronic device or office supplies, shall be connected to the State of Tennessee Network. The Contractor staff, when authorized by the TDOC, may be required to access certain State applications. TDOC will provide computer access at each specified location that the Contractor staff will use to access State applications. The Contractor shall provide their staff email capabilities and access to email within each Facility food service area, as well as compatible software in order to read State-originated information.

The Contractor shall ensure that computers, telephones, and other technologies must be secured to prevent offender access or use in accordance with State of Tennessee requirements. If there is a computer designated for offender clerk documentation activities, the Contractor shall store it must be in a separate, locked room without telephone or any other computer access. The Contractor shall ensure that the requirements for storage of computers, telephones, and other technologies are included in the Contractor employee manual as specified in A.14.m. and highlighted in both new employee and ongoing training

- h. Contractor staff may not possess cell phones in a TDOC Facility.
- i. Contract Termination: At the termination of this Contract, all inventoried equipment shall be returned to the TDOC in good working order, reasonable wear accepted. The Contractor shall notify the Facilities, Planning and Construction Division when any piece of equipment becomes non-operable and shall submit a written work order to the Warden or designee within twenty-four (24) hours of equipment becoming non-operable. To the extent the

Contractor purchases additional equipment outside of the equipment funds, upon expiration or termination of the Contract, the TDOC will have the option to acquire Contractor's additional equipment at fair market value, as agreed to by the Contractor and TDOC.

A.13. Reports and Documentation.

- a. The Contractor shall provide the following reports to the TDOC:
 1. Weekly reports showing meals served for breakfast, lunch and dinner, grouped by Facility and provided to the TDOC Director of Food Services.
 2. A twenty-eight (28) day report summarizing waste/leftovers for breakfast, lunch, and dinner, grouped by Facility and provided to the TDOC Director of Food Services.
 3. Monthly summary report showing number of meals served and costs for all Standardized Menus by diet type – heart healthy, therapeutic, religious, sack lunch, work crew sack lunches, snacks, holiday meals, contingency meals grouped by Facility.
 4. Monthly participation report showing number of meals supplied and number of meals served with the variance percentage grouped by Facility.
 5. Total monthly meals served broken down by staff, offenders, in-transits, and visitors grouped by Facility.
 6. Fiscal year trend report showing number of meals served and costs by month from the first month of the fiscal year to the last month grouped by Facility.
 7. Fiscal year trend report showing number of Standardized and Specialty meals served from the first month of the fiscal year to the last month grouped by Facility.
 8. Comparison report showing prior fiscal year meals served (broken down into Standardized and Specialty) by month and the same information for the current fiscal year grouped by Facility.
 9. The Contractor shall complete any offender work performance reports, developed by the TDOC, and submit such performance reports to the designated Facility point of contact.
 10. Additional Custom Reports as may be requested by the TDOC.
- b. The Contractor shall maintain comprehensive records to include but not be limited to the following:
 1. State-approved production sheets with HACCP information filled out completely on a per meal basis. The Contractor shall ensure that the production sheets include the amount of food prepared, the amount of leftovers, and the usage of leftovers.
 2. Weekly inventory logs showing the perpetual inventory maintained on all food products in the kitchen, including the inventory counted by Contractor staff at the beginning and end of each calendar month. The Contractor shall ensure that inventory records indicate all receipts for purchases and/or transfers, disbursements, and spoilage.
 3. Documentation of the actual Standardized Menu, Religious and Therapeutic Menus served, on a monthly basis, with identification of any menu item changes for the previous month and any substitutions. The Contractor shall complete the

documentation on State-approved production forms. Such documentation will be reviewed by the Inspector General or designee during routine Facility visits.

4. The actual Religious and Therapeutic Menu served, each month, with identification of any menu item changes for the previous month and any substitutions
 5. Diet receipts, signed by offenders and staff, indicating receipt of therapeutic diets.
 6. All documentation of food products and supplies received at the Facility indicating cost, quantity, vendor, and original invoice number.
 7. All records and documents indicating the total meal count with all back-up documents.
 8. All records and documents indicating the number of employees and hours worked by each employee each week.
 9. All County Health Department inspection reports.
 10. All additional inspection reports conducted by any other entity, including the State, or those required by the State, ACA, or by local, state and federal regulations.
 11. Any and all forms, reports, or documentation the TDOC decides are necessary to manage a food service operation or to facilitate the monitoring of the food service Contract.
 12. Monthly report for Equipment Expenditures.
- c. The Contractor shall maintain complete and accurate record keeping and documentation at each Facility as required by TDOC to ensure adequate food service operations for the duration of this Contract. The Contractor shall provide copies of all records and documents to TDOC upon request. The Contractor shall ensure that all invoices and documentation are clear and legible for audit purposes. If the Contractor fails to keep and make available any records required by this Contract available at the time of an audit, TDOC may deem the failure to keep and make the records available to the State to be a breach of contract.
- d. Upon expiration or termination of the Contract, the Contractor shall provide all documents and records referenced within this Contract to the State. The State may request additional documents and records such as those of food, equipment and supplies purchases and pricing pertaining exclusively to this Contract so long-

The Contractor shall maintain all documents pertaining to this Contract at the Contractor's primary place of business for a period of five (5) years. The Contractor shall notify the State in writing of the location of the Contractor's primary place of business and of any changes to the Contractor's primary place of business during the five-year period. The Contractor shall notify the State, in writing, of the date that the Contractor vacates the Facility, and the State shall be allowed to inspect all records and documentation before removal from the Facility.

- e. The Contractor shall establish use of a time clock or signed time sheets which will be used to substantiate an employee's actual on-site work. The Contractor shall not permit one (1) person to work more than two (2) contiguous shifts. The Contractor shall maintain and keep actual schedules worked and time logs documenting the hours worked each week by each Management and Line staff member, by each Facility by kitchen, for the preceding year. The Contractor shall make available the records required by this Contract to the Inspector General or designee, upon request.

A.14. **Contractor Staff**

- a. The Contractor shall maintain an appropriate level of staff, including adequate relief staff, on duty at all times to ensure the efficient operation of the food service operations. The Contractor shall provide sufficient qualified personnel for food service operations. The Contractor shall develop a staffing plan for each Facility and the Tennessee Correction Academy to include any administrative and relief staff needed to initiate and continue delivery of food service operations as required by this Contract. The Contractor shall submit the staffing plan in writing to TDOC and shall implement the staffing plan after written approval by TDOC.. The staffing plan described in this Contract shall be the basis for Contractor staffing through the term of this Contract. This Contractor shall ensure that the staffing plan identifies, by position titles, the minimum number of management and line staff needed as well as the scheduled hours of service for each position at each Facility and Tennessee Correction Academy.
- b. The Contractor shall maintain the approved minimum staffing plan and scheduled hours of coverage during the life of this Contract. The Contractor shall ensure that all Contractor management and line staff positions are filled for the entire scheduled work periods, and that the staff are physically present at the work site as scheduled.
- c. The Contractor shall be responsible for providing approved and qualified replacement staff at the Facility in the event of absence of management and line staff positions. The Contractor shall ensure that the temporary/interim staff member must meet the minimum qualifications for that position. The Contractor agrees that failure to provide staff for positions as agreed upon in the approved staffing plan may be deemed as a breach of contract and liquidated damages may be assessed against the Contractor, as identified in RFP attachment 6.14/Contract Attachment Four.
- d. The Contractor shall seek the approval of the Assistant Commissioner of Prisons or designee and the Office of Inspector General to make any changes to the staffing plan and schedule. The Contractor shall notify the Warden whenever within 24 hours of learning of a vacant position. The Contractor shall place a memorandum at checkpoint indicating the former Contract employee is no longer allowed on the premises.
- e. The Contractor shall fill vacant positions within forty-five (45) calendar days. The Contractor may pay overtime to cover staff vacancies in instances where it is established that Contractor is engaging in proactive efforts to recruit to fill vacant positions. The Contractor's failure to fill vacant positions will not be subject to liquidated damages in instances where it is established that the inability to fill the position is beyond the control of the Contractor. The instances in which liquidated damages are not assessed shall be established by the Inspector General or designee.
- f. The Contractor shall use a time clock, time phone, or time sheets, as a time keeping system to substantiate and document the actual on-site work of each staff member. The Contractor shall provide the time keeping records to TDOC upon request during any auditing or monitoring process.
- g. The Contractor shall ensure that all Contractor food service staff are fully trained and evaluated by the Food Service Manager prior to being placed into any Facility food service area. The Contractor shall ensure that all staff members comply with applicable TDOC Policies and procedures, State laws and regulations, as well as applicable ACA standards and documentation.
- h. The Contractor shall be responsible for providing all staff with mandated HACCP training and assuring ongoing compliance with HACCP requirements. The Contractor shall ensure that training criteria includes, at a minimum, how to protect persons' safety by eliminating the potential for food-borne illness because of improper food storage, preparation, temperature maintenance, and serving procedures. The Contractor shall ensure that all

Food Service Directors and Assistant Food Service managers complete, pass, and keep current ServSafe training as provided by the National Restaurant Association.

i. Management Staff Minimum Qualifications: The Contractor shall ensure that all of the Contractor's management staff possess the following:

1. A bachelor's degree from an accredited college or university with a major course of study in hotel and restaurant management, institutional management, food and nutrition or food science and two years of supervising and/or overseeing food service operations.
2. Experience in food service operations can substitute on a year-for-year basis for the required college education.
3. Completion of a program of study from a vocational/technical school in a food service area can substitute for one year comprising thirty (30) semester or forty-five (45) quarter hours of the required college education.
4. General college coursework from an accredited institution can substitute on a year-for-year basis at the rate of thirty (30) semester or forty-five (45) quarter hours for up to three (3) years of the specialized degree requirement, provided such coursework includes at least three (3) courses in one (1) of the areas described above.

j. Management Staff Knowledge, Skills and Abilities: The Contractor shall ensure that all management staff possess the following:

1. Knowledge of the principles and practices of supervision and management.
2. Knowledge of the principles and techniques of food service planning.
3. Knowledge of nutritional content of food.
4. Knowledge of food service management principles and techniques.
5. Knowledge of food service safety and sanitation procedures.
6. Ability to plan and direct a food service program including the purchasing, storing, preparation and serving of food at an institution.
7. Ability to plan nutritional meals for large groups of people.
8. Ability to utilize problem-solving techniques.
9. Ability to develop various reports.
10. Ability to assess budgetary needs.
11. Ability to formulate policies and procedures.
12. Ability to prioritize workload.
13. Ability to supervise people.
14. Ability to determine work priorities, assign work and ensure proper completion of work assignments.
15. Ability to communicate effectively.
16. Ability to establish and maintain effective working relationships with others.
17. Ability to understand and apply applicable rules, regulations, policies and procedures.

- k. Food Service Director/Manager Minimum Requirements: The Contractor shall ensure that each Food Service Director and Food Service Manager must hold a ServSafe Food Manager Certification and must provide the following services:
1. The Food Service Director shall be on-site full time forty (40) hours per week and will maintain a work schedule which assures that the Food Service Manager is present during critical meal periods and is available for scheduled meetings, in service training, etc. TDOC reserves the right to design/designate an appropriate timekeeping system for documenting compliance with this provision.
 2. The Food Service Director, or their designated food service supervisor, shall be available to the Facility during non-scheduled working hours, via cellphone or other means of communication, to respond to all issues that require the Contractor's supervisory or managerial oversight.
 3. The Food Service Director must manage and provide oversight to the entire contractual operation of the Facility food service department.
 4. The Food Service Director shall be knowledgeable of, and able to implement, the approved dietary formulary and must provide their staff with ongoing training and spot evaluations to assure consistent and accurate implementation of the dietary formula.
 5. The Food Service Director shall assist TDOC staff in the development of special individual services as needed, including special meals/snacks, unique supplemental needs, along with special staff meals, as needed.
 6. The Food Service Director shall develop offender food service data and all corresponding monitoring systems. The Food Service Director shall assist TDOC staff with the analysis and oversight of individual food service data and all corresponding monitoring systems.
 7. The Food Service Director shall be responsible for implementing the Quality Control Program to maintain a consistent level of high quality within the food service operation.
 8. The Food Service Director shall be responsible for the completion of random, daily inspections of all food service areas in all buildings at each Facility.
 9. The Food Service Director shall meet at least monthly with the Facility's Warden/Superintendent or designee for the purpose of evaluating the standards that must be maintained, the performance of the Contractor, and to provide a forum for discussion/resolution of problems that may develop regarding the service provided under this Contract.
 10. The Food Service Director shall submit a monthly report to the Warden/Superintendent and the Office of Inspector General or designee detailing the Contractor's compliance with the provisions of this Contract. The Contractor shall ensure that monthly reports are submitted no later than ten (10) calendar days after the end of the month. The Food Service Director shall be responsible for the overall function of the dietary contract performance. The Food Service Director shall be responsible for development of policies and procedures, orientation, training and supervision of food service personnel, including compliance with applicable ACA standards.
 11. The Facility Warden or Superintendent in consultation with the Office of Inspector General retains the right to approve or disapprove the selection and retention of the Contractor's Food Service Director assigned to each Facility. The Contractor shall ensure that the Food Service Director is not reassigned without thirty (30) days' advance notice to the Office of the Inspector General, unless otherwise agreed upon in writing.
- l. Regional Managers Minimum Requirements: The Contractor shall provide a minimum of three (3) Regional Managers who shall conduct a visit to each Facility in their region at

least once per quarter to provide assistance and supervision to the Food Service Director/Manager and to assure full compliance with the terms of this Contract. The Contractor's Regional Manager responsibilities shall include the following:

1. During the quarterly visitation, the Regional Manager shall meet with the Facility Warden/Superintendent or designee to mutually evaluate the performance of the Food Service Directors/Manager, ancillary personnel, and the delivery of services under this Contract.

2. The Regional Manager shall furnish a written report of on-site inspection of food service operations to the Office of the Inspector General, applicable TDOC Correctional Administrator, and applicable Warden within fourteen (14) days of the visit to the Facility.

- m. New Employees: The Contractor shall develop and implement an orientation and training plan, and employee manual which is approved in writing by the TDOC. The Contractor shall ensure that all on-site staff attend and satisfactorily complete the orientation and training at least thirty (30) days prior to entering the Facility. The Contractor shall ensure that the orientation and training incorporates elements of all current TDOC Policies and ACA standards as they relate to the Facility security, sanitation, food service operations, and uniforms. The Contractor shall be financially responsible for the staff's time to attend these trainings as well as for the purchase of all applicable ACA Standards publications. TDOC will determine the method of delivery and training site, including instructors.

The Contractor shall be responsible for requiring that all new employees participate in and complete the Contractor's food service orientation program. The Contractor shall ensure that all employees are provided with ongoing in-service training and that all employees receive copies of all appropriate training materials. The Contractor shall submit documentation of the orientation and training to the Warden or designee for review on a monthly basis.

State staff who transition to the Contractor shall be considered "new staff" and receive the same orientation and training Contractor staff receive when hired.

- n. Annual Staff Training: The Contractor shall be responsible for ensuring that all staff is trained in food handling and sanitation on a quarterly and an annual basis as required by ServSafe. The Contractor shall retain documentation of the training retained at the facilities and available for review or inspection by TDOC. The Contractor shall ensure that Contractor's staff fully understands applicable TDOC policies and procedures, rules and regulations including, but are not limited to:

1. TDOC Mission Statement;
2. Safety;
3. Standards of Conduct for Contractors/Volunteers;
4. Key Control;
5. Tool Control;
6. Chemical Control;
7. Contraband;
8. Appropriate attire;
9. Appropriate interaction with offenders;
10. First AID/CPR;
11. Hostage situations;

12. Suicide prevention training;
 13. ACA standards and documentation;
 14. PREA;
 15. Proper hygiene; and
 16. Other policies and procedures deemed necessary by the TDOC during the Term of this Contract.
- o. The Contractor shall train on-site staff that are working at more than one (1) Facility within a twelve (12) month period on the following Facility specific topics.
 - p. All training and orientation records are subject to the documentation and retention requirements as set out in TDOC Policies # 110.01, #110.01.1, # 110.04, #110.05, #112.03 and #116.04 as may be revised.
 - q. The Contractor shall be responsible for ensuring that its management staff is aware of current trends including, but not limited to, management, food quality, and sanitation by means of participation in continuing education programs.

A.15. Procurement, Inventory and Receiving of Food and Non-Food Supplies.

- a. The Contractor shall be responsible for the procurement of all food and dietary supplies including, but not limited to, ordering, delivery, payment, inventory control, distribution, and use at the request of the Facility. Products to be supplied by the Contractor include, but are not limited to, food, beverages, plastic wrap, foil, compostable disposable meal boxes/trays and other meal related paper and plastic goods.
- b. The Contractor must purchase and use produce grown on TDOC farms. The price is to be at the sole determination of the TDOC based on the Producer Price Index pricing based on FDA guidelines and price schedules.
- c. The Contractor shall purchase office supplies necessary to provide quality food service operations and all cleaners and cleaning supplies to maintain a sanitary environment. TDOC will provide the following supply products: hand soap, paper towels and toilet tissue.
- d. All purchases of food and food supplies are to be received, inventoried and stored by the Contractor on-site at each Facility. The Contractor shall place its name on all supplier invoices. The Contractor shall ensure the supplier understands the Contractor is responsible for the purchase and payment of the products. Throughout the duration of the Contract, title to such food and food related supplies shall remain with the Contractor. The Contractor shall ensure timely usage of food products, by rotation of food items.
- e. The Contractor shall ensure that there is a minimum of fourteen (14) days of food and non-food products in each kitchen at each Facility to produce the Standardized Menu for one hundred percent (100%) of all offenders, as determined by the daily census at each Facility.
- f. The Contractor shall be responsible for providing the non-food supplies in quantities sufficient to ensure compliance with all minimum service requirements of this Contract, including paper supplies, chemical and cleaning supplies, and small wares, as set forth in RFP Attachment 6.23/Contract Attachment Seven. The Contractor shall ensure that all toxic materials used for cleaning and sanitation meet all TDOC regulations as well as all Health Department regulations.

A.16. Invoice and Auditing Procedures:

- a. The Contractor shall invoice TDOC for the daily count of actual meals served in each Facility and not the Daily Population Count. The Contractor shall submit invoices at the end of each month during the Term of this Contract.
- b. The Contractor shall itemize invoices for each Facility and include totals for the following:
 - 1. Number of Standardized Meals served;
 - 2. Number of Non-Standardized Meals served, by type;
 - 3. Number of staff meals served;
 - 4. Number of visitor meals served; and
 - 5. Number of special meals served. The Contractor shall list special meals separately.
- c. All special meals served and included on invoice(s) must be approved in writing by the Office of the Inspector General.
- d. The Contractor shall be responsible for preparing the appropriate number of meals based on information provided by TDOC in the weekly population report. The Contractor will be subject to liquidated damages should there be a failure on its part to provide meals based on information provided by TDOC in the weekly population report.

A.17. Contractor Staff Conduct and Security:

- a. The Contractor and any of its subcontractors shall adhere to strict TDOC security guidelines regarding conduct within the Facility, including adherence to all applicable TDOC policies and procedures. The Contractor's staff shall comply with these guidelines at all times while on TDOC property. The Contractor shall document any violations of TDOC Policies or guidelines provided herein on a disciplinary form, developed by the Contractor, and submitted by Contractor staff to the Warden/Superintendent and Inspector General or designee within twenty-four (24) hours of the Contractor's knowledge of any incident or violation.
- b. ~~The~~ Contractor staff shall not bring or use tobacco products or its substitutes and cell phones on TDOC Facility premises.
- c. In addition, the Contractor shall ensure that all staff adhere to the following requirements:
 - 1. All Contractor staff shall comply with all applicable State and federal laws, TDOC rules and regulations, at all times while working on site at TDOC prison facilities.
 - 2. Contractor staff shall be subject to searches of their person or vehicle or searches of equipment and/or products at any time.
 - 3. The Contractor's staff shall not display favoritism to, or preferential treatment of one (1) offender or group of offenders over another.
 - 4. The Contractor's staff shall not engage with any offender except in a relationship that supports services under this Contract. Specifically, the Contractor and its staff shall not accept for themselves or any member of their family, any personal(gift, whether tangible or intangible, or any favor or service from an offender, an offender's family member, or an offender's close associate. The Contractor shall report to the Warden and Office of the Inspector General any offer or receipt gifts, favors, or services given to the Contractor or its staff by an offender, offender's family member, or close associate. The Contractor and its staff shall not give any gifts, favors, or services to offenders, their family, or close associates.

5. The Contractor's staff shall not enter into any business relationship with offenders or their families or personally employ offenders or their family members in any capacity.

6. The Contractor's staff shall not have outside contact other than an Incidental Contact with an offender, their family or close associates, except for those activities that are to be rendered under the Contract.

7. The Contractor's staff shall not engage in any criminal conduct or conduct that would bring discredit upon the Contractor or the TDOC. In providing services pursuant to this Contract, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.

8. The Contractor shall not provide individuals possessing temporary work visas for temporary or full-time positions for the services required by this Contract.

9. All Contractor staff providing services under this Contract shall have the ability to understand and speak English to allow for effective communication between Contractor staff and TDOC staff and offenders.

10. The Contractor shall obtain prior TDOC approval of the Contractor's written standards for employee conduct and shall provide each member of the Contractor's staff with a copy of the written standards. The Contractor shall obtain the signature of each of its staff members acknowledging receipt of the Contractor's written standards and the Contractor shall place the signature receipt in the employee's personnel file.

11. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing by the Contractor to the Warden and the Office of the Inspector General or designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Contract.

12. The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Warden and Inspector General or designee within twenty-four (24) hours of the Contractor's knowledge of the incident.

A.18. Contractor Staff Uniforms and Clothing:

- a. The Contractor shall provide staff uniforms for all assigned personnel. The Contractor shall ensure that the uniforms are neat in appearance and approved in writing by the TDOC. The Contractor's uniforms shall conform to the Facility's dress code for food service workers.
- b. The Contractor shall store its uniforms outside the secure perimeter of the Facility and the Contractor shall maintain a current inventory of all clothing items provided to the Contractor's staff.
- c. The Contractor shall require its staff to be dressed appropriately for the duties they are performing and that clothing worn by Contractor staff is in accordance with TDOC Policy 506.24. If the Contractor's staff are dressed inappropriately or in violation of TDOC Policy 506.24 will be asked to change their clothing or leave the Facility.
- d. At no time shall any Contractor's employees while delivering services under this Contract, wear clothing that resembles or could reasonably be mistaken for an offender's uniform or correctional officer's uniform or a uniform that bears the logo, other identifying words, or symbols of any law enforcement or correctional agency.

A.19. Control of Contractor Staff:

- a. The Facility shall have no direct control over the employees of the Contractor. Any provisions for such control shall be exercised only through the Contractor or the person assigned as the Contractor's Food Service Director/Manager. The Contractor shall comply with reasonable requests of the Facility to remove and replace employees objectionable to the Facility. The Contractor's staff that is given primary consideration for employment or entrance into any of its offices/facilities must undergo fingerprint-based background investigations to identify whether there are criminal convictions that have a specific relationship to job performance in accordance with TDOC policies and procedures. The Warden shall review and personally approve the proposed work location and plan for coordination of all Contractors prior to authorizing their services.
- b. All Contractor staff shall pass a fingerprint-based criminal history record check, conducted by the vendor under contract to the Tennessee Bureau of Investigation, before they may have access to TDOC facilities. Results shall be provided by the Contractor to the Warden and Office of the Inspector General.
- c. The Contractor shall report any incident requiring investigation by the Contractor in writing to the Assistant Commissioner of Prison Operations, Office of the Inspector General, and Warden within twenty-four (24) hours of the incident. Failure of the Contractor to report a violation or attempted violation or take appropriate disciplinary action against the offending staff will be subject to liquidated damages.
- d. The Contractor shall produce, upon written request by the State, any and all records related to any investigation conducted by the Contractor. The Contractor shall cooperate with TDOC in any internal investigation conducted by TDOC regarding the conduct of Contractor or the Contractor's employees.
- e. TDOC reserves the right to deny Contractor staff access to any Facility for failure to comply with any applicable State, federal, or local law, ordinance or regulation, noncompliance with any TDOC Policy, or if the presence of the Contractors' staff may compromise the security of the Facility, its members, or staff.
- f. No person who has been barred from any TDOC work release center or other Facility shall provide services under this Contract at another TDOC Facility.
- g. The Contractor shall not permit any individual to provide services under this Contract who is currently or has previously been under supervision or jurisdiction of any parole, probation or correctional authority.
- h. The Contractor shall not hire ex-felons or relatives of felons currently incarcerated in Tennessee.

A.20. Health Examination and Sanitation:

- a. The Contractor shall ensure that its staff shall be properly trained, competent, and courteous personnel who meet all established health standards established by State and Federal law. Prior to employment, the Contractor's staff shall pass an appropriate physical examination, including a tuberculosis screening, as required by TDOC Policies #113.44 and #116.05, and Tennessee Food Service Laws and Regulations. The Contractor shall ensure that their staff is screened/tested annually for tuberculosis thereafter. The Contractor shall provide documentation of the examinations to the Assistant Commissioner of Prisons or designee prior to the start of employment and annually thereafter.
- b. The Contractor shall provide a schedule/documentation of daily inspection of free world staff and offenders' hands and arms for cuts or sores or any other signs of communicable diseases. The Contractor shall document the daily inspection on forms created by the Contractor and approved by the TDOC that shall consist of two (2) separate forms: one (1) for offender workers and one (1) for all Contractor staff.

A.21. Facility Security:

- a. TDOC will provide security in the dining rooms at each meal, depending on staff availability and the classification of the Facility. TDOC security personnel may be provided at the back door of each kitchen for offender movement and to assist with security functions in the food service operations when available. The Contractor shall ensure that its staff is trained in Facility security and may assist with security in the kitchen if Facility staff is not available as outlined below. The following list is not all inclusive and the parties may agree in writing (i.e. by MOU or a formal amendment to the contract) to other security responsibilities of the Contractor.
 - 1. The Contractor shall verify the offender workers assigned to the kitchen have reported for duty and communicate that information to the Facility point of contact on a daily basis.
 - 2. The Contractor shall act as the first responder for medical emergencies in the kitchen. The Contractor shall provide basic first aid to offenders with minor injuries and the Contractor shall notify medical staff within an hour of the incident. For Severe Medical Emergencies, the Contractor shall immediately notify medical staff to provide treatment.
 - 3. The Contractor shall follow TDOC Policy #113.53 regarding to emergency communication and evacuation protocol.
 - 4. The Contractor shall respond to offender grievances consistent with TDOC Policy #501.01 and as directed by TDOC policies and procedures.
 - 5. The Contractor shall write offender disciplinary reports consistent with TDOC Policies 103.02, 502.01 and 502.02 as may be revised and submit disciplinary reports to the Facility point of contact.
- b. The Contractor shall maintain strict tool control at all times. The Contractor shall be responsible for maintaining security of all sharp items and caustic chemicals being used in the provision of services under this Contract, as well as all inventories. The Contractor shall log in and out all sharp items and cleaning items consistent with TDOC Policy 506.03. All logs shall be available for inspection at any time by TDOC staff and/or contract monitors. All items shall be accountable at all times.
- c. The Contractor shall be responsible for keeping all areas locked and unavailable to offender workers. The Contractor shall maintain TDOC food service duplicate keys in the Institutional Control Center. The Contractor shall immediately report any lost or misplaced keys to the Warden. The Contractor shall make its initial report verbally and shall describe all known circumstances surrounding the lost or misplaced keys. The Contractor shall, after the initial verbal report, submit a written report to the Warden prior to the end of the work shift. The Contractor shall be responsible for any costs incurred due to lost keys and inventory.
- d. The Contractor shall be responsible for assuring that all food supplies are ordered and deliveries are made in accordance with the delivery schedules and security procedures as established at the designated Facility. The Contractor shall provide at least one day's advance notice of all deliveries to each Facility.
- e. The Contractor shall coordinate with the Warden and Associate Warden of Security regarding any shutdown of existing systems, including gas, water, electricity, electronics, and sewage. The Contractor shall obtain approval from the Warden prior to shutting down

any existing utility system and the Contractor shall arrange for alternative service, if required, and expeditious re-establishment of the shutdown system.

- f. The Contractor shall be responsible for ensuring that all personnel, equipment, tools and supplies/materials comply with any and all TDOC and Facility policies and procedures. The Contractor shall address questions regarding compliance with all relevant TDOC and Facility policies regarding personnel, equipment, tools, supplies, and materials, to the Assistant Commissioner of Prisons, Inspector General or designee, AWS, or designee. Each Facility's policies and procedures governing the entry and conduct of staff working inside the Facility will be made available by TDOC and explained at the point of entry and during new employee orientation. TDOC reserves the right to deny entrance to anyone who is suspected of a breach of security or for failure to follow published policies and procedures.
- g. The Contractor shall report to security personnel at the Facility any offenders observed violating rules of conduct. The Contractor shall complete the appropriate disciplinary form when rule violations are witnessed by the Contractor. The Contractor may request that the TDOC Facility staff remove any offender the Contractor feels is disruptive to the food service function.
- h. The Contractor and its staff are prohibited from bringing into or taking out of the Facility any contraband items unless specifically approved by TDOC.
- i. No Contractor staff person who appears to be under the influence of drugs or alcohol shall be allowed to enter any correctional Facility. The Contractor shall immediately report each incident to the Warden and Inspector General or designee by the Contractor.
- j. The Contractor shall ensure that Contractor staff are in possession of a valid State-issued photo identification to enter a Facility.
- k. . If the Contractor requires entry inside the secure perimeter of a Facility by vehicle, the Contractor shall obtain prior written approval from the Warden and the vehicle will be escorted by TDOC security personnel. The Contractor shall not leave any vehicle unattended while loading/unloading. The Contractor shall ensure that the vehicle is locked and the keys removed or otherwise render the vehicle inoperable. The Contractor shall not permit any vehicle to leave the security perimeter until a Facility count has been completed.

A.22. Sanitation and Food Safety:

- a. The Contractor shall be responsible for maintaining cleanliness and sanitation in the food service areas, including employee and offender worker hygiene, staff sanitation certifications, HACCP regulations, all Health Department regulations, ACA standards, and any federal and state mandated laws and regulations.
- b. The Contractor shall ensure that at least one of the Contractor's employees has a current Manager Certification Certificate from ServSafe, an American National Standards Institute (ANSI) approved certification program and must be on-site at all times. The Contractor shall ensure that each food service operation follows TDOC's sanitation Policies, #112.01, #116.03, #116.04, #116.05, #504.05 and # 506.24.
- c. The Contractor shall follow all applicable ACA standards including food service and sanitation standards as well as all State and federal regulations with regard to purchasing, preparing and serving food and maintaining all food production and service areas.
- d. The Contractor shall develop sanitation policies and procedures and submit to TDOC for written approval.

- e. The Contractor shall provide quarterly sanitation related training to its staff and maintain documentation of such training at the Facility.
- f. The Contractor shall conduct and/or participate in sanitation and safety inspections in accordance with TDOC and Facility policy as may be revised. The Contractor shall pass all sanitation and safety inspections in accordance with TDOC Policy #116.05 and CR forms 1873 and 2912.
- g. The Contractor shall conduct weekly inspections of food service-related supplies and equipment to ensure optimal cleanliness and suitability for continued use. The Contractor shall ensure that their staff exercises due care in the use of all equipment. The Contractor shall forward a written and dated report to the Warden/Superintendent or designee within three (3) days of inspection completion. The Contractor shall maintain copy of each weekly inspection at the Facility.
- h. On a quarterly basis, the Office of the Inspector General will review all weekly inspection reports completed by the Contractor and conduct an on-site inspection of the sanitation conditions, food storage, food handling procedures and review all completed forms associated with the HACCP. The Inspector General or designee will prepare a summary of each report and provide a copy to the Contractor in accordance with TDOC policy #205.02 as may be revised.
- i. The Contractor shall provide safety training to all staff and offender workers and provide supervision such that Contractor staff and offender workers shall maintain safety measures and practices by training and supervision. Safety practices will be reviewed during ACA and TDOC inspections. The Contractor shall comply with Safety Measures and Practices in TDOC policies # 112.03, #112.04, # 112.05, #112.09, #113.53, # 116.04, #504.05 and # 506.24.
- j. The Contractor shall follow all applicable TOSHA and OSHA standards in the workplace for Contractor staff and offender workers. TDOC Facility Safety Officers will conduct unannounced monthly safety inspections, and will review the Contractor's safety practices, and training documentation. The TDOC Safety Program Director or designee will conduct an annual safety inspection, which shall include a review of the Contractor's safety practices and training documentation. Any deficiencies will be reported to the Contractor and the Office of the Inspector General. The Contractor shall correct all deficiencies within the identified correction due date. Failure to correct may, at the discretion of TDOC, result in liquidated damages.
- k. All cleaning supplies purchased by the Contractor shall be approved in advance by the Facility Fire and Safety Officer and meet approved TOSHA standards. The Contractor shall comply with written corrective action plans if TOSHA standards are not achieved. Safety Data Sheets will accompany all cleaning supplies purchased. The Contractor shall be responsible for maintaining the Safety Data Sheets and forward a copy to the Facility Fire and Safety Officer. Compliance with this requirement will be determined by audits or inspections by TDOC.
- l. The Contractor shall report, in writing, any suspected food-borne illness to the Warden/Superintendent or designee and the Office of the Inspector General within twenty-four (24) hours of occurrence.

A.23. Inspections and Audits:

- a. Each year, TDOC will conduct a comprehensive annual inspection of the complete food service operation conducted by the Contractor. If any Critical Violation is noted, the

Contractor shall immediately implement a corrective action plan, and a follow-up inspection conducted by TDOC, if corrections cannot be completed at the time of the inspection. A Critical Violation shall be grounds for assessing liquidated damages.

- b. The Contractor shall achieve a score of one hundred percent (100%) on ACA accreditation audits. The Contractor shall achieve score of no less than ninety-five (95%) is expected on Department of Health inspections.
- c. The Contractor shall allow TDOC full and complete access to all areas involved in the food service operation. TDOC staff will inspect facilities and operations on a routine basis. In addition, the TDOC contract monitors may, at any time, inspect any and all aspects of the Contractor's food service operations, including, but not limited to, staffing, the food or meals, the food storage areas, food preparation and serving areas. The Contractor must provide reasonable assistance for TDOC staff conducting inspections and audits.
- d. TDOC may evaluate meals for caloric values, minimum dietary reference intakes and presentation, and may taste test food products for quality and reject all foods that fail to meet TDOC standards.
- e. The Contractor shall maintain operational records, including invoices for food purchased, to allow TDOC to determine compliance with contractual (including menu compliance) and security guidelines. TDOC will submit any noted violations to the Contractor in writing and the Contractor shall respond in writing in accordance with TDOC Policy 205.02.
- f. The Contractor shall allow TDOC access to, and the right of reproduction of, all documents, papers, letters, or other materials made or received by the Contractor in conjunction with this Contract.
- g. TDOC will not reproduce proprietary information, as defined by applicable law. The Contractor shall provide TDOC reasonable access to proprietary information and the information shall be retained by the Contractor in accordance with applicable record and documentation requirements. The Contractor's refusal to provide access to the proprietary information shall constitute a breach of contract.

A.24. Contract Monitoring:

- a. The Contractor shall meet the performance measures detailed in this Contract. TDOC Contract Monitors shall evaluate and assess all areas of the Contractor's food service operations to determine that all standards are being met and that the Contractor is meeting performance measures in compliance with this Contract. Monitoring tools developed by the TDOC, included as RFP Attachments 6.15 and 6.16/Contract Attachments Eight and Nine as may be revised, shall be used to review Contractor performance. Monitoring may include, but is not limited to, both announced and unannounced Facility visits. Revised monitoring tools will be submitted to the Contractor thirty (30) days prior to the tools becoming effective. The Contractor shall cooperate fully with the TDOC Contract Monitors and ensure that the Monitors have full access to all Contractor files including, but not limited to, personnel records, payroll records, licensure certification, employee evaluations, billing, or other outside invoices, or any other contract entered into by the Contractor for purposes of carrying out the requirements of this Contract.
- b. The Contract Monitors shall have complete access to all areas involved in the food service operation to perform contract oversight activities including, but not limited to, the following:
 - 1. Maintain a contract management file;
 - 2. Serve as the liaison between the TDOC and the Contractor;

3. Verify receipt of deliverables from the Contractor;
 4. Evaluate the Contractor's performance The evaluations will be placed on file and will be considered by TDOC in determining whether to renew the contract.
 5. Review all Contractor files, records, and reports as it relates to the food service operations to ensure compliance with contractual obligations and performance measures
 6. Review the Contractor's personnel records, including work schedules, time sheets and wage forms to ensure compliance with staffing levels as required by this Contract
- c. TDOC Contract Monitors will conduct, at a minimum, quarterly inspections to determine if the Contractor has achieved the required level of performance for each Performance Outcome and Standard.
 - d. The Contract Monitor(s) will provide an oral exit report at termination of each Facility visit. The Contract Monitor will also provide the Contractor with a written monitoring report as outlined in TDOC policy #205.02 as may be revised and as found in RFP Attachment 6.9/Contract Attachment Six. Non-compliance issues identified by the Office of Inspector General will be identified in detail to provide opportunity for correction, where applicable.
 - e. As outlined in TDOC policy #205.02 as may be revised and as found in RFP Attachment 6.9/Contract Attachment Six, the Contractor shall provide a written corrective action plan to the Office of the Inspector General (e-mail acceptable) in response to all noted deficiencies. The Contractor shall ensure that the corrective action plan includes individuals responsible for monitoring and correcting and required time frames for achieving compliance. The time frames for compliance shall not exceed thirty (30) days, from the date of receipt of the monitoring report by the Contractor, unless specifically agreed upon in writing by TDOC. Corrective action plans that do not contain all information required shall be rejected by the TDOC in writing. The Contractor will be given a timeframe from the receipt of the written rejection to submit a revised corrective action plan. This will not increase the time for compliance and correction of the noted deficiencies. TDOC may impose liquidated damages as outlined herein and in Attachment Two. The Office of the Inspector General may conduct follow-up monitoring reviews at any time to determine compliance based upon the submitted corrective action plan.
 - f. During follow-up monitoring, any failure by the Contractor to correct deficiencies for other contract requirement violations identified in the monitoring report within the time frame specified in the corrective action plan may at the TDOC's discretion, result in liquidated damages.

A.25. Use of Facility Warehouse for Storage and Deliveries:

- a. The Contractor may use the kitchen and warehouse at each Facility for storage of items used to provide services under this Contract. The Contractor shall be responsible for arranging for storage areas to be secured in accordance with TDOC and Facility policies and procedures. In the event the Contractor decides to make use of on-site Facility warehousing, the Contractor shall check-in their deliveries Monday through Friday during hours of operation to be coordinated with the warehouse managers at each Facility. The Facility warehouses are closed for all State and national holidays. The Contractor shall ensure that deliveries are not scheduled on those days. The Contractor shall be responsible for meeting delivery trucks at the Facility warehouse, checking all deliveries, and completing delivery documentation. The Contractor shall be responsible for coordinating with Facility warehouse manager on the stock transfers in and out of the

Facility warehouse. Stock transfers from the warehouse will be done on an as needed basis.

- b. The Facility may provide offenders to assist in unloading and receiving food products shipped to the identified Facility warehouse. The Contractor shall be responsible for proper receipt and inspection of all delivered items. Contractor staff shall monitor the locations of offenders assigned to the Work Program in the Food Service Operation, making sure they do not go onto loading dock areas or into warehouse areas where food items are stored unless authorized by the Warden.
- c. The Contractor shall inventory, purchase, and utilize raw and processed food product inventory and stock currently in warehouses of the TDOC providing Standardized Menu services at the time of contract execution.
- d. Unless approved in writing by the Warden or designee, the Contractor shall not have authority to pull stock from the Facility warehouse. If stock is pulled that is not approved in writing, the Contractor may be subject to liquidated damages. Material handling equipment owned by the TDOC shall not be used by the Contractor until all certifications are met for safe operation in accordance with all OSHA rules and regulations.
- e. The Contractor shall be permitted use of TDOC-owned equipment currently existing at each Facility's warehouse, excluding forklifts, to assist the Contractor with transport and storage of food service items. TDOC-owned carts or other transport equipment are not to be used by the Contractor. No new equipment will be purchased by the TDOC for the Contractor's use and TDOC will not repair TDOC-owned equipment unless repairs are in the best interest of TDOC. TDOC will not provide any additional equipment for use in support of the Contract, including carts or other transport equipment). Equipment purchased by the Contractor shall meet State functionality, sanitation and security guidelines, and shall be owned and maintained by the Contractor at the Contractor's expense. The Contractor shall obtain prior written authorization from TDOC when installing, repairing or replacing any non-TDOC owned food service equipment.

A.26. Offender Training Program in the Food Service Management/Operation:

- a. The Contractor shall use offender labor, provided by TDOC, to assist in the delivery of food service operations. The Contractor shall be responsible for training offenders in the proper operation of food service equipment and appropriate steps shall be taken to prevent rough handling or abuse of equipment.
- b. The Contractor shall develop and implement an Offender Training Program for food service operations and shall be approved in writing by TDOC. The Contractor shall ensure that the training program contains the following:
 - 1. Proper use and sanitation of food service equipment;
 - 2. Sanitation throughout food service including kitchen, serving lines, dining hall, storage areas, floors, pots/pans, trays, utensils, and tumblers;
 - 3. Proper food preparation and handling;
 - 4. Offenders who handle dirty/soiled laundry must be properly trained in laundry; procedures
 - 5. Biohazard procedures; and
 - 6. Fire safety.

- c. The Contractor shall maintain documentation of offender training and shall include specific training of safety practices in usage of equipment and chemicals and personal hygiene in accordance with the TDOC policies and procedures and all applicable state, federal and ACA standards. The Contractor shall place on file a copy of all offender food service training in the Food Service Office organized by offender name and identification number. The Contractor shall properly document all offender training and provide all documentation to TDOC as requested. The Contractor shall document all training provided to offender workers on an offender worker safety training record. The Contractor shall maintain the records required by Section A.26.c. of this Contract at the Facility and made available for review upon request by TDOC.
- d. The Contractor shall maintain offender time records for each offender working in the food service operation per TDOC policies # 116.11 and 504.
- e. TDOC will select and provide sufficient offender labor for food preparation, serving, sanitation and other activities that the Contractor determines can be appropriately handled by offenders for all meals, with the exception of periods of lock down, strikes, or other emergencies. The actual number of offenders used shall be agreed upon by the Warden and Contractor and reviewed or revised as necessary. The Contractor may request the Warden to remove offender workers from another assignment to work in food service. (The Contractor shall not assign any to **any** position that requires them to supervise another offender. The Contractor shall ensure that offender labor is used in compliance with TDOC policies # 116.11, #117.03, #504.04, #504.04 PCN (15-7), and #504.05.
- f. TDOC assumes the full cost of paying offenders for working in food services. Offenders will not be considered employees of the Contractor for any purposes.
- g. In the event of rule violations by offenders working in food service operations, the Contractor shall document the incident as specified in Section A.21.g as provided by TDOC and notify security personnel at the Facility. The Contractor shall ensure that copies of all documentation are submitted to the appointed designee at each Facility. All necessary steps for disciplinary action shall be the responsibility of the State.
- h. TDOC shall be responsible for providing offender worker uniforms, but the Contractor shall be responsible for providing hairnets, beard guards, gloves, and aprons.
- i. The Contractor shall conduct evaluations of offenders and submit such performance reports to the designated Facility point of contact.
- j. The Contractor shall implement an inmate reentry program at all State Facilities with fully equipped kitchens for inmates currently working in Facility kitchens. The Contractor shall work with the State to develop standards, eligibility criteria and program rules. The Contractor shall track the success of the program and shall provide quarterly reports to the State related to participation and program successes. All supplies and resources needed to complete the program are the Contractor's responsibility and shall be included by the Contractor in the meal price.

A.27. Fats, Oils and Grease Removal:

- a. The Contractor shall pay the cost of cleaning Facility grease traps once per quarter to provide for the removal of all fats, oils and grease. The Contractor shall ensure that fats, oils and grease removal shall be carried out in keeping with TDOC policy # 112.07

- b. The Contractor shall provide any necessary containers for transport of fats, oils and grease from designated areas and the cleaning of all grease traps. The Facility Fiscal Director must approve the type of container allowed for transportation.
- c. The Contractor shall frequently inspect grease traps and grease interceptors.
- d. The Contractor shall pay the cost of cleaning grease traps and grease interceptors once a quarter, using a vendor under Statewide contract. If the grease traps need to be cleaned more than once a quarter, the TDOC shall be responsible for that cost.
- e. The Contractor shall ensure that materials removed in cleaning are removed from the premises for disposal and are not be deposited in the plumbing system or sewage system. The Contractor shall comply with applicable State and local regulations regarding the handling of swill removal and grease trap cleaning and pay for any required licenses and permits governing such work. The Contractor shall be liable for any penalties or fines associated with regulatory issues regarding fats, oils and grease removal and cleaning of grease traps.
- f. The Contractor shall coordinate the pickup of fats, oils and grease with the Facility security. The Contractor shall be liable for any damage to the Facility because of the failure to properly maintain each grease removal system.
- g. The Contractor shall adhere to recycling processes, such as composting and use of pulpers/hydrating systems to reduce food waste, per the Facility policy as may be revised.
- h. Kitchen refuse and garbage removal shall be the responsibility of TDOC.

A.28. Emergencies:

- a. In the event of an emergency, as determined by the Warden, the Contractor shall continue to serve meals in compliance with TDOC and Facility emergency policies, emergency plans/operations and/or as specifically instructed by the Warden or Assistant Commissioner of Prisons or designee. Applicable TDOC emergency plans will be made available at each Facility and may require the Contractor to alter normal operations and staffing.
- b. The Contractor shall implement its own emergency response plan, in accordance with TDOC policy # 116.07, for providing emergency meals for the following situations: power failure, electrical surges or current fluctuations, forces of nature, delays or failures of transportation, equipment shortages, suppliers' failures, fire, and riots.
- c. The Contractor shall ensure that the Utility Contingency Menu provides Level I emergency meals that meet the basic nutritional requirements. The Contractor shall maintain at least three (3) days' supply of meals on-site at the Facility, and at least seven (7) days' supply of meals nearby where extensive transport would not be required before the meals could be served to offenders. The Contractor shall provide a list of locations/amounts available to store the additional food products to meet the seven-day requirement.
- d. The Contractor's emergency response plan must have prior written approval of the Warden and the Assistant Commissioner of Prisons or designee. Any amendments to the emergency response plan must be pre-approved by the Assistant Commissioner of Prisons or designee. In the event of an emergency, as determined by the Warden or designee, the Contractor shall continue to serve meals in compliance with this emergency procedure or as specifically instructed by the Assistant Commissioner of Prisons or designee or Warden or designee.

- e. If the emergency is a result of TDOC's actions, including accidental power outage caused by TDOC construction, renovation or Facility work, then the cost will be covered by TDOC. Third-party, offender related emergencies, and lockdowns are the responsibility of TDOC. However, if the emergency is determined by the TDOC not to be a result of TDOC's actions, then the cost shall be the responsibility of the Contractor.

A.29. Office Equipment, Phone Lines, Technology:

- a. TDOC shall provide office space and furniture for use by the Contractor in each Facility's kitchen area. The State shall not furnish services of support, including support staff, secretarial, or clerical support, to the Contractor. The State shall provide local telephone service, but the Contractor shall be responsible for all long-distance telephone costs. The State shall be responsible for providing all program staff office supplies including computers, software, printers, copy machines, and copy paper. The total of these costs will be reimbursed by the Contractor. The Contractor shall provide computer technology, such as computer hardware and software, and printers as stated above or any devices used to count the number of meals served to offenders or State staff. The Contractor shall provide its staff email capabilities and access to email within each Facility food service area, as well as compatible software in order to read State-originated information.
- b. No part of the Contractor equipment, including computers, software, printers, copy machines, or any other electronic device or office supplies, shall be connected to the State of Tennessee Network. The Contractor staff, when authorized by the State, may be required to access certain State applications. The State will provide computer access at each specified location that the Contractor staff will use to access State applications.
- c. The Contractor shall ensure that computers, telephones, and other technologies are secured to prevent offender access or use in accordance with State of Tennessee requirements. If there is a computer designated for offender clerk documentation activities, the Contractor must store the computer in a separate, locked room without telephone or any other computer access, including internet access.

A.30. Offender Grievances:

- a. The Food Service Manager shall answer offender grievances concerning food service in coordination with the Grievance Chairperson at each Facility and in accordance with TDOC grievance policy #501.01, V1. Procedures: C 1-3 as may be revised.
- b. Upon request, the Contractor shall furnish all information provided in response to any grievance within five (5) business days.

A.31. Physical Plant:

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

replacement. The Contractor shall pay the invoice within thirty (30) days of receipt of the invoice.

A.32. Drug Free Workplace:

- a. The Contractor's employees assigned to this contract shall be subject to a pre-employment drug screening processed by the Contractor. All Contractor personnel shall be subject to a post-accident drug testing and testing where reasonable suspicion exists that the terms of this clause have been violated. The Contractor's employees assigned to this contract, who work in correctional facilities or with offenders, shall be subject to random urinalysis testing. All required drug testing shall be paid for by the Contractor.
- b. The Contractor shall enforce the mandate of a drug-free environment as outlined in TDOC policy # 302.12 as may be revised. The Contractor shall ensure that its employees do not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way while working on TDOC property. The Contractor shall ensure that prescription and over-the-counter medications are secured in a locked environment designated by the Facility Warden/Superintendent.
- c. The Contractor shall ensure that employee drug test results, along with proof of consent, are maintained in the Contractor's employee file. The Contractor shall ensure that random drug and alcohol screenings are completed by the Contractor for two percent (2%) of employees working at TDOC facilities on a monthly basis. The Contractor shall confirm with the Office of the Inspector General and the Warden at each Facility that each of the Contractor's employee that has been tested has passed and Contractor shall maintain the results of such testing in each individual employee's file. Any employee with a confirmed positive result from any drug or alcohol test will not be permitted to work under this Contract.

A.33. Transition and Implementation Plan

- a. The Transition and Implementation Plan shall provide for a seamless transition of the provision of food services provided to inmates including but not limited to an overall transition and implementation project timeline, individual tasks or deliverables as specified in the timeline, Contractor staff assigned to each task and State milestone review dates. The transition and implementation plan must provide for transition of services with minimal disruption to the facilities' operations.
- b. The transition plan shall include but not be limited to the functional areas of communications, human resources and staffing, nutritional and operational support, finance and accounting, information technology, training and development and opening team planning.
- c. The final Transition and Implementation Plan shall require written approval by the Inspector General or designee. The transition and implementation plan will be attachments to the contract when the contract is signed. The Contractor shall have the capability to commence implementation of services no later than sixty (60) days after the execution of the Contract.

A.34. EMPLOYEE TRANSITION PROCESS:

1. There are currently State employees working in food service positions, and whose positions appear in RFP Attachment 6.10/Contract Attachment Ten. The positions highlighted in yellow are positions that will be required to be assumed by the Contractor. The Contractor shall offer these State employees a position as an employee of the contractor. The Contractor shall ensure that the offer is at least 120% of employees'

current base salary. The Contractor will offer benefits commensurate with the contractor's standard package. For a period of one hundred-twenty (120) days, the Contractor may only terminate employees for cause.

2. State staff may choose to remain as employees of the State or transfer to another State position.
 3. Those employees who remain with the State will continue to provide food services within the scope of services delineated in the contract. State employees who elect to stay with the State may report to the Facility fiscal director or to a Contract Monitor (Section A.24). The determination of who the remaining State employees report to will be made by the State.
 4. Upon award of the Contract, all vacant State food service positions will be designated contract positions. Any State position that is vacated for any reason will be designated as a contract position immediately.
- A.35. Goods and services furnished by the vendor under this procurement must be in compliance with the accessibility standards set forth in 28 CFR § 35.160 as to persons with disabilities and their accommodation needs with respect to being able to communicate effectively with others.
- A.36. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

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

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

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

- A.37. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

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

C. PAYMENT TERMS AND CONDITIONS:

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

| Cost Item Description | July 1, 2024- June 30, 2025 | July 1, 2025- June 30, 2026 | July 1, 2026- June 30, 2027 | July 1, 2027- June 30, 2028 | July 1, 2028- June 30, 2029 |
|--|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| General Population, heart-healthy meals as referenced in Contract Section A.5. and A.7.h, to include vegetarian and vegan meals. | \$ / per meal | \$ / per meal | \$ / per meal | \$ / per meal | \$ / per meal |

| Cost Item Description | July 1, 2024- June 30, 2025 | July 1, 2025- June 30, 2026 | July 1, 2026- June 30, 2027 | July 1, 2027- June 30, 2028 | July 1, 2028- June 30, 2029 |
|--|--|--|--|--|--|
| Therapeutic Meal (Including all ordered, medically necessary snacks) as referenced in Contract Section A.7.b. through A.7.f. | \$ / per meal | \$ / per meal | \$ / per meal | \$ / per meal | \$ / per meal |
| Enhanced Sack Meals as referenced in Contract Section A.7.j.1 | \$ / per meal | \$ / per meal | \$ / per meal | \$ / per meal | \$ / per meal |
| Sack Breakfast Meals referenced in Contract Section A.7.j.2. | \$ / per meal | \$ / per meal | \$ / per meal | \$ / per meal | \$ / per meal |
| Mother/Child Visitation Sack Lunch referenced in Contract Section A.7.k. | \$ / per meal | \$ / per meal | \$ / per meal | \$ / per meal | \$ / per meal |
| Holiday/Religious Meals/Feasts as referenced in Contract Section A.7.g | \$ / per meal | \$ / per meal | \$ / per meal | \$ / per meal | \$ / per meal |
| Staff and Visitor Meals (Including Special Event Meals) as referenced in Contract Section A.7.i. | \$ / per meal | \$ / per meal | \$ / per meal | \$ / per meal | \$ / per meal |
| Quarterly grease trap cleaning as referenced in Contract Section A.27. | \$ / per quarter | \$ / per quarter | \$ / per quarter | \$ / per quarter | \$ / per quarter |

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

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Tennessee Department of Correction
320 Sixth Avenue North
Nashville TN 37243

a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

- (1) Invoice number (assigned by the Contractor);
- (2) Invoice date;
- (3) Contract number (assigned by the State);
- (4) Customer account name: Tennessee Department of Correction; Inspector General
- (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
- (6) Contractor name;
- (7) Contractor Tennessee Edison registration ID number;
- (8) Contractor contact for invoice questions (name, phone, or email);
- (9) Contractor remittance address;
- (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
- (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
- (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
- (13) Amount due for each compensable unit of good or service; and
- (14) Total amount due for the invoice period.

b. Contractor's invoices shall:

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

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

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as

acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

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

The State:

Kristy Carroll-Grimes, Director of Compliance
Tennessee Department of Correction
320 Sixth Avenue North

Nashville TN 37243
kristy.d.carroll-grimes@tn.gov
Telephone # 615-253-8081

The Contractor:

Contractor Contact Name & Title

Contractor Name

Address

Email Address

Telephone # Number

FAX # Number

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional

terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

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

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment One, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose

physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party

intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.

- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

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

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system

administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

- D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Contract Attachments ~~Four~~ One through Eleven ~~Ten~~];
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under

penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability (“CGL”) Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers’ Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers’ compensation and employer liability insurance, the Contractor shall maintain:

- i. Workers’ compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.

- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

- i. The Contractor employs fewer than five (5) employees;
- ii. The Contractor is a sole proprietor;
- iii. The Contractor is in the construction business or trades with no employees;

- iv. The Contractor is in the coal mining industry with no employees;
- v. The Contractor is a state or local government; or
- vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

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

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

D.35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Public Chapter No. 775.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to 32901-31267-22 (Attachment **Reference**) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:

<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.

- E.3. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.
- E.4. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.5. Reimbursement. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Any goods, materials, supplies, equipment or contracted services procured by Contractor under this Contract shall be procured on a competitive basis when practicable. The Contractor shall maintain documentation supporting Contractor's request for reimbursement. In each instance where it is determined that use of a competitive procurement method was not practicable, Contractor shall seek approval of the Commissioner to procure by non-competitive procurement as a condition for reimbursement.
- E.6. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.
- E.7. Work Papers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis work papers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.8. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.9. Public Accountability. If the Contractor is subject to Tenn. Code Ann. §§ 8-4-401, *et seq.*, or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about Contractor's operation of the service program. The Contractor shall also display in a prominent place, located near the passageway through which the public enters in order to receive contract-supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating the following:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY THAT YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

The sign shall be of the form prescribed by the Comptroller of the Treasury. The contracting state agency shall request copies of the sign from the Comptroller of the Treasury and provide signs to contractors.

- E.10. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.11. Prison Rape Elimination Act (PREA). The Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.
- E. 12. Performance Bond. The Contractor shall provide to the State a performance bond guaranteeing full and faithful performance of all undertakings and obligations under this Contract specifically faithful performance of the work in accordance with the plans, specifications, and Contract documents. The Contractor shall submit the bond no later than the day immediately preceding the Effective Date and in the manner and form prescribed by the State at Attachment Three. The bond shall be issued by a company licensed to issue such a bond in the state of Tennessee. The performance bond shall guarantee full and faithful performance of all undertakings and obligations under this Contract for the first year of the Term in the amount of **Written Dollar Amount (\$Number)** and thereafter, a new or re-issued performance bond in the Contract amount for each subsequent twelve (12) calendar month period of the Contract. (In which case, the Contractor must provide the new (or re-issued) performance bonds to the State no later than thirty (30) days preceding each subsequent period of the Contract to be covered by the new(or re-issued) bond.) The State reserves the right to review the bond amount and bonding requirements at any time during the Term. The Contractor shall provide performance bonds to the State prior to the Effective Date and thirty (30) days prior to the beginning of each renewal or extended Term.

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

E.13. Liquidated Damages. If <insert description of event giving rise to liquidated damages> occurs, (“Liquidated Damages Event”), the State may assess damages on Contractor (“Liquidated Damages”). The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The Parties agree that due to the complicated nature of the Contractor’s obligations under this Contract it would be difficult to specifically designate a monetary amount for Contractor’s failure to fulfill its obligations regarding the Liquidated Damages Event as these amounts are likely to be uncertain and not easily proven. Contractor has carefully reviewed the Liquidated Damages contained in Attachment Two and agrees that these amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of a Liquidated Damages Event, and are a reasonable estimate of the damages that would occur from a Liquidated Damages Event. The Parties agree that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the Liquidated Damages are in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or any other sections of this Contract.

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

E.14. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.

- E.15. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding (“MOU”), not an amendment.
- a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor’s written proposal shall include:
 - (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
 - (2) Any pricing related to the new lines, items, or options;
 - (3) The expected effective date for the availability of the new lines, items, or options; and
 - (4) Any additional information requested by the State.
 - b. The State may negotiate the terms of the Contractor’s proposal by requesting revisions to the proposal.
 - c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
 - d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF CORRECTION:

FRANK STRADA, COMMISSIONER

DATE

32901-31267-22 Food Services

ATTACHMENT ONE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

| | |
|---|--|
| SUBJECT CONTRACT NUMBER: | |
| CONTRACTOR LEGAL ENTITY NAME: | |
| EDISON VENDOR IDENTIFICATION NUMBER: | |

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

Attachment Two. – Liquidated Damages*

| | |
|--|---|
| <p>Quality Control Program, Sample Trays – Contractor failure to make and store a sample tray for each meal served for seventy-two (72) hours.</p> <p>Contractor failure to include all meal items or approved substitutions on the sample tray in accordance with the approved Standardized Menu.</p> | <p>Two hundred dollars (\$200.00) per noncompliant tray.</p> |
| <p>Quality Control Program, Surveys – Contractor failure to conduct monthly surveys of offenders that represent at least twenty-five (25%) of the facility’s population.</p> <p>Contractor failure to conduct an annual survey of all offenders.</p> <p>Contractor failure to submit the summarized results of monthly and annual surveys to TDOC.</p> | <p>One hundred dollars (\$100.00) per noncompliant survey.</p> |
| <p>Quality Control Program, Food Temperatures – Contractor failure to serve all meals at the following temperatures:</p> <ul style="list-style-type: none"> a. 140 degrees F or above for hot food, b. 41 degree F or below for potentially hazardous cold food | <p>Two hundred dollars (\$200.00) per occurrence.</p> |
| <p>Meal Information Management System (MIMS) – Contractor failure to notify the Warden or Superintendent within one (1) hour if the MIMS is not functional.</p> <p>Contractor failure to notify the Office of Inspector General and Assistant Commissioner of Prisons in instances where the MIMS is not functional for more than twenty-four (24) hours.</p> <p>Contractor failure to create a plan of corrective action for each instance where the MIMS is not functional for more than twenty-four (24) hours</p> | <p>Two hundred fifty dollars (\$250.00) per day the system is not functional over twenty-four (24) hours.</p> |

| | |
|--|--|
| <p>and ensure the system is back online to monitor food tray delivery.</p> | |
| <p>Reports and Documentation –</p> <p>Contractor failure to completely fill-out state-approved production sheets with HACCP information on per meal basis, to include the amount of food prepared, amount of leftovers, and usage of leftovers.</p> <p>Contractor failure to maintain weekly inventory logs showing the perpetual inventory maintained on all food products.</p> <p>Contractor failure to maintain monthly inventory logs showing the perpetual inventory maintained on all food products.</p> <p>Contractor failure to maintain the actual menus served monthly with the identification of any menu item changes for the previous month or substitutions.</p> <p>Contractor failure to maintain inspection reports as required by TDOC Policy and ACA.</p> <p>Contractor failure to complete and maintain Daily Dish Machine Log, CR-3278, to record the actual wash and rise temperatures and sanitizer levels daily.</p> <p>Contractor failure to complete and maintain the Three Compartment Sink Log, CR-4191, to document compliance with water temperature requirements for dish washing, rinsing, and sanitizing.</p> | <p>One hundred dollars (\$200.00) per occurrence.</p> |
| <p>Contractor Staff –</p> <p>Contractor failure to fill vacant positions within forty-five (45) calendar days.</p> | <p>Amounts for vacancies not filled within forty-five (45) calendar days will be based on salaries, plus benefits, for each vacant position.</p> |
| <p>Meals Served –</p> <p>Contractor failure to provide the appropriate number of meals based on the daily population report.</p> | <p>One hundred dollars (\$100.00) per occurrence.</p> |

| | |
|--|---|
| <p>Contractor failure to serve the same hot meals in the staff and offender dining halls daily. The staff dining hall or café shall also offer an enhanced salad bar for lunch and dinner.</p> <p>Contractor failure to provide sack lunches in accordance with the Standardized Menu and Sack Lunch Menu.</p> | |
| <p>Diets Served –</p> <p>Contractor failure to provide therapeutic diets no later than the first day following receipt of the therapeutic diet order.</p> <p>Contractor failure to document and maintain a sign-in sheet for offenders receiving his/her therapeutic, religious, or specialty diet. (Exception: Segregated and Health Units of DSNF.)</p> <p>Contractor failure to document and maintain documentation of therapeutic, specialty, and religious diets which are not served.</p> <p>Contractor failure to notify the appropriate parties and maintain documentation if an offender refuses or fails to pick up their meal for nine (9) consecutive meals.</p> <p>Contractor failure to scan and maintain documentation the therapeutic diet order to the Health Services Administrator within two (2) business days of the order's expiration or cancellation.</p> | <p>One hundred dollars (\$100.00) per occurrence.</p> |
| <p>Utility Contingency Menu –</p> <p>Contractor failure to maintain a 72-hour shelf stable, ready-to-eat contingency menu for the maximum population counts for offenders and staff.</p> <p>Contractor failure to provide potable water to reconstitute beverages planned in the contingency menu.</p> | <p>Two hundred fifty dollars (\$250.00) per occurrence.</p> |

| | |
|--|--|
| <p>Contractor failure to rotate and replace contingency menu items every 12 months or upon the earliest expiration date of the item.</p> | |
| <p>Health Examinations –</p> <p>Contractor failure to ensure Contractor staff received a tuberculosis screening prior to the start of employment and annually thereafter.</p> <p>Contractor failure to complete and document daily inspections of staff hands and arms for cuts, sores, or any other signs of communicable diseases.</p> <p>Contractor failure to complete and document daily inspections of offender workers’ hand and arms for cuts, sores, or any other signs of communicable diseases.</p> <p>Contractor failure to ensure all offender workers working in the food service area(s) have a current Food Handler’s Permit, CR-2239, on file.</p> | <p>Five hundred dollars (\$500.00) per occurrence.</p> |
| <p>Facility Security –</p> <p>Contractor failure to document and maintain the Record of Twice Daily Tool Checks, CR-3551.</p> <p>Contractor failure to document and maintain Tool Control Issue and Turn-In Form, CR-2026, for sharp utensils or other items deemed a security risk by TDOC Policy.</p> <p>Contractor failure to document and maintain Tool Inventory Forms, CR-2353, for all tools assigned to the food service area(s).</p> | <p>Two hundred dollars (\$200.00) per occurrence.</p> |
| <p>Staff Training –</p> <p>Contractor failure to develop and implement an orientation and training plan and employee manual.</p> <p>Contractor failure to obtain written approval of TDOC for such plan prior to implementation.</p> <p>Contractor failure to maintain within the employee’s personnel file signed verification by the employee that participated in the training.</p> | <p>One hundred dollars (\$100.00) per occurrence.</p> |

| | |
|---|--|
| <p>Sanitation and Food Safety – Contractor failure to conduct quarterly sanitation related training to staff or maintain documentation of such training.</p> <p>Contractor failure to conduct safety training to all staff and offender workers and maintain documentation of such training or certifications. Contractor staff shall have additional training in first aid and CPR.</p> <p>Contractor failure to conduct daily sanitation inspections or maintain documentation of such inspection.</p> <p>Contractor failure to conduct weekly sanitation inspections or maintain documentation of such inspection.</p> <p>Contractor failure to conduct monthly sanitation inspections, maintain documentation of such inspection, or correct deficiencies found during monthly safety inspections.</p> <p>Contractor failure to ensure that all cleaning supplies purchased by the Contractor met TOSHA standards.</p> <p>Contractor failure to ensure Safety Data Sheets for all cleaning supplies purchased are maintained with the supplies.</p> | <p>One hundred dollars (\$100.00) per occurrence.</p> |
| <p>Inspections and Audits – Contractor failure to maintain a score of at least 95% on annual inspections conducted by TDOC.</p> <p>Contractor failure to maintain a score of at least 95% on annual inspections conducted by the Department of Health and maintain documentation of such inspections.</p> | <p>One thousand dollars (\$1,000.00) per finding that results in a score lower than 95%.</p> |
| <p>American Correctional Association (ACA) Accreditation Audits – Contractor failure to maintain standards and loss of accreditation through ACA.</p> | <p>Twenty five thousand (\$25,000.00) per facility that causes loss of accreditation.</p> |

| | |
|---|---|
| <p>Contract vendor failure to prepare one sample meal tray on each serving line to demonstrate the adequate serving size for each item in the served meal. The complete sample tray shall be appropriately wrapped, dated, and stored under refrigeration for 72 hours. (Three meals Monday-Friday, two meals Saturday-Sunday, DSNE has three meals 7 days a week)</p> | <p>\$52.44 per hour for each instance that a sample meal tray is not prepared and stored</p> |
| <p>Contractor failure to implement therapeutic diets no later than the first meal day following receipt of the CR-1798 by Food Services.</p> | <p>\$34.25 per hour per day Contractor fails to implement therapeutic diets later than the first meal day following receipt of the CR-1798 by Food Services.</p> |
| <p>The Contractor failure to document therapeutic, specialty, and religious diets which are not served each day using Therapeutic Diet Requests, CR-1798s, contract vendor diet tracking spreadsheet and CR-4057 Specialty diets review form.</p> | <p>\$34.25 per hour per day Contractor fails to document therapeutic, specialty, and religious diets which are not served.</p> |
| <p>Contractor failure to maintain a sign-in sheet, supervised by contract vendor staff, ensuring the sheet is signed by the offender for each meal to verify that the offender has picked up <u>their</u> his/her therapeutic, religious, or specialty meal with the exception of the segregated units and Health Center (DSNE).</p> | <p>\$34.25 per hour per day Contractor fails to maintain a sign-in sheet, supervised by contract vendor staff, ensuring the sheet is signed by the offender for each meal to verify that the offender has picked up <u>their</u> therapeutic, religious, or specialty meal with the exception of the segregated units and Health Center (DSNE).</p> |
| <p>Contract food service director/designee failure to notify the health service staff by using a reproduced copy of the Therapeutic Diet Request, CR-1798, within 24 hours or the next business day after the ninth missed meal if an offender refuses or fails to pick up <u>their</u> his/her therapeutic meal for nine consecutive meals.</p> | <p>\$34.25 per hour per day Contractor fails to notify the health service staff by using a reproduced copy of the Therapeutic Diet Request, CR-1798, within 24 hours or the next business day after the ninth missed meal if an</p> |

| | |
|---|---|
| | offender refuses or fails to pick-up their therapeutic meal for nine consecutive meals. |
| Contract food services director/designee failure to scan the signed/dated Therapeutic Diet Request, CR-1798 to the health services administrator within two business days of the therapeutic diet order expiration or its cancellation. Failure of Food services to retain the completed copy of CR-1798 in a file for one year. | \$34.25 per hour per day Contractor fails to scan the signed/dated Therapeutic Diet Request, CR-1798 to the health services administrator within two business days of the therapeutic diet order expiration or its cancellation. |
| Contractor failure to provide 19 meals per week at each Facility except DSNF where 3 meals are served seven days a week. (Three meals Monday - Friday and two meals Saturday and Sunday.) | \$30 per hour per event that Food Service Program Monitors look for documentation of the number of meals served per week per Facility. |
| Contractor failure to maintain and submit Meal service records to the Facility business office. Such records shall include the following information from the number of meals that are served daily and recorded on the Daily Meal Count, CR-0720, or the contract vendor's form (to include offender, staff and visitors) | \$52.32 per hour per event that Facility Fiscal Director has to spend searching for or researching meal service records, being diverted from daily Facility issues and affairs. |
| Contractor failure to serve the same hot meals in the staff and offender dining halls on a daily basis, except the staff dining hall or café, which shall also offer an enhanced salad bar for lunch and dinner. | \$52.44 per hour per event Warden spends addressing staff or offender complaints about lack of hot meals, being diverted from daily Facility issues and affairs. |
| Contractor failure to train all food service staff in first aid and CPR. Contractor failure to maintain current staff certification in these areas. | \$47 per hour per instance DON spends verifying current staff certification. |
| Contractor failure to develop and implement an orientation and training plan and manual. Contractor failure to obtain written approval of the orientation and training plan and manual by the State, and which incorporated components from both the Contractor and State's mission and service delivery system. Contractor failure to satisfactorily complete employee training within 30 days of employee clearance to enter a Facility. | \$52.44 per hour per event HR Director is diverted from other agency issues to review untimely submission of Contractor orientation and training plan. |

| | |
|---|--|
| <p>Contractor failure to provide written copies of standards for employee conduct to all employees and placing a signed document in their employee personnel file indicating they received the notification.</p> | |
| <p>Contractor failure to document attendance of all on-site providers at a security orientation session prior to entering the Facility in accordance with State policy as may be revised and ACA standards.</p> | <p>\$52.44 per hour per event Warden spends searching for/verifying attendance documentation.</p> |
| <p>Contractor failure to conduct and document non-Security staff screening within the first seven days of employment at the Facility. The initial TST will follow the two-step process (CR-3300).</p> | <p>\$52.44 per hour per event that Facility warden or associate warden has to get involved with security issues involving contractor staff.</p> |
| <p>Contractor failure to provide all Facility employees shall receive an annual tuberculosis screening utilizing the Offender/Employee Tuberculosis Screening Tool, CR-3628, and a TST.</p> | <p>\$47 per hour per instance DON spends verifying whether Contractor staff has received annual TB screenings.</p> |
| <p>Contractor failure to submit a Food Handler's Permit, CR-2239 for any offender is suitable for assignment in food service to the contractor food service director with a copy to the offender jobs coordinator.</p> <p>Contractor failure to support offender(s) in maintaining valid one-year permits unless the offender has an intervening health condition that requires re-assessment of the offender and subsequent revocation of the food handler's permit.</p> | <p>\$20 per hour per instance the jobs coordinator spends attempting to locate missing Food Service Handler permits.</p> |
| <p>Contractor failure to visually check individual food service workers daily for any sign of communicable diseases, open wounds, sores, and respiratory infections.</p> <p>Contractor failure to maintain daily documentation of approved offender workers.</p> | <p>\$110.00 per hour per event that the State's Chief Medical Officer ("CMO") must spend monitoring communicable diseases or corresponding with other members of the State's infectious Disease Committee due to lack of Contractor inspection of offender workers or outbreaks of illness if food is not served at specified temperatures. This time and attention would draw the CMO away from other agency health issues.</p> |
| <p>Contractor failure to serve staff and offender food at the following temperatures:</p> <p>a. 140 degrees F or above for hot food</p> | <p>\$52.44 per hour per event Warden spends in communication with Contractor Food Service Directors and staff concerning failure to</p> |

| | |
|--|--|
| <p>b. 41 degrees F or below for potentially hazardous cold food</p> | <p>serve food at required temperatures to staff.</p> |
| <p>Contractor failure to maintain the following temperatures for food served to staff and offenders:</p> <p>a. 140 degrees F or above for hot food</p> <p>b. 41 degrees F or below for potentially hazardous cold food</p> | <p>\$52.44 per hour per event Warden spends in communication with Contractor Food Service Directors and staff concerning failure to maintain required temperatures for food served to staff and offenders.</p> |
| <p>Contractor failure to use Daily Dish Machine Log, CR-3278, to record the actual wash and rinse temperatures and sanitizer level on a daily basis.</p> | <p>\$52.44 per hour per event Warden spends reviewing records, being involved in compliance failures/inspections, and being diverted from daily Facility issues and affairs</p> |
| <p>Contractor failure to correctly use the Three Compartment Sink Log, CR-4191 to document compliance with FDA water temperature requirements for dish washing, rinsing and sanitizing.</p> | <p>\$52.44 per hour per event Warden spends being involved in compliance failures/inspections and being diverted from daily Facility issues and affairs.</p> |
| <p>Failure of the Contractor's food service director to document all menu substitutions on the TDOC Substitution Log, CR-4118.</p> | <p>\$34.78 per hour per event dietician supervisor spends attempting to retrieve or re-create substitutions on the TDOC Substitution Log</p> |
| <p>Failure of the contractor's food service director to develop and conduct surveys to determine food preferences, quality of food served on the various menus provided, and responsiveness to the menu which shall be approved by the TDOC Food Service Director.</p> <p>Failure of the Contractor to offer such surveys monthly to 25% of the population and annually to all offenders.</p> | <p>\$34.78 per hour per event dietician supervisor spends attempting to collect food survey results</p> |
| <p>The Contractor failure to maintain a 72-hour shelf stable ready to eat contingency menu in inventory in the warehouse for maximum population counts and staff, including contract staff.</p> <p>The Contractor failure to provide potable water to reconstitute beverages planned on the contingency menu.</p> <p>Contractor failure to rotate and replace the contingency stock every 12 months or upon the earliest expiration date of the shelf stable stock.</p> | <p>\$30 per hour that Food Service Program Monitors must spend checking inventory of shelf stable contingency meals, potable water on hand and Contractor's rotation and replacement of said contingency meals every 12 months upon earliest expiration date of the shelf stable stock.</p> |

| | |
|---|--|
| <p>Contractor failure to account for all tools on the Record of Twice Daily Tool Check, CR-3551.</p> | <p>\$52.44 per hour per event Warden spends overseeing searches for any missing tools, any resulting kitchen lockdowns being diverted from daily Facility issues and affairs.</p> |
| <p>Contractor failure to document that all tools were issued by the tool control officer/employee designee on the Tool Control Issue and Turn-In form, CR-2026.</p> | <p>\$52.44 per hour per event Warden spends reviewing documentation that all tools were issued by tool control officer in the event of missing tools or any resulting kitchen lockdowns, being diverted from daily Facility issues and affairs.</p> |
| <p>Contractor failure to use Tool Inventory forms, CR-2353s, to reflect an accurate and up-to-date listing of tools assigned to the area.</p> | <p>\$52.44 per hour per event Warden spends searching for missing inventory forms or reviewing available forms being diverted from daily Facility issues and affairs.</p> |
| <p>Contractor failure to ensure that a National Crime Information Center (NCIC) criminal history record check was conducted on all prospective departmental, contract, and TRICOR employees and fingerprints were taken and processed on all new or prospective staff assigned to a safety sensitive position</p> <p>Contractor failure to ensure and document that applicants applying for safety sensitive positions were required to submit to a pre-employment drug screen. after a conditional offer of employment was made.</p> <p>Contractor failure to ensure that all Contractor staff working in a TDOC Facility for at least one year will be fingerprinted annually each July by the vendor contracted by the TBI for such services for a fingerprint-based criminal history records check.</p> <p>Contractor failure to ensure annual completion of the PREA Self-Declaration of Sexual Abuse/Sexual Harassment, CR-3819 form for all Contractor staff working in a TDOC Facility for at least one year.</p> | <p>\$52.44 per hour per event Warden is concerned about food service staffing shortages at Facility, issues with food services delivery.</p> |

| | |
|---|---|
| <p>Contract failure to develop and implement an offender vocational training program at all State facilities with fully equipped kitchens.</p> | <p>\$48 per hour that the Education Superintendent must be in discussion with Contractor staff concerning the failure to develop an offender vocational training program for all facilities until plan is developed and submitted in writing for approval by the State.</p> |
| <p>Contractor failure to provide sack lunches in accordance with the Standardized Menu and Sack Lunch Menu component for groups of offenders who require meals and cannot receive lunches as listed on the Standardized Menu.</p> | <p>\$34.78 per hour per event dietician supervisor is in contact with Contractor Food Service Director concerning lack of delivery of sack lunches.</p> |
| <p>Contractor failure to ensure that all Contractor Food Service Directors and Assistant Food Service managers complete and pass SERV Safe training(s) by the National Restaurant Association.</p> | <p>\$34.78 per hour per event dietician supervisor is in contact with Contractor Food Service Director/Account Executive concerning lack of SERV Safe staff training certification/re-certification documentation</p> |
| <p>Contractor failure to conduct a review of Sample trays (coming off food line) to ensure that each tray: 100% meets quality and temperature standard. Standardized Menu is followed Tray is complete Portion sizes are correct</p> | <p>\$52.44 per hour per event Warden spends addressing Contractor failure to conduct reviews of Sample Trays, diverting the Warden from regular Facility issues and duties.</p> |
| <p>Contractor failure to conduct daily inspection by an assigned supervisor from the food service department using the food service contract vendor form or TDOC Daily and Weekly Inspection Report, CR-2912, which lists all major areas of the food service department.</p> <p>Deficiencies found on the daily inspections shall be corrected and documented on the original inspection form or attached to the inspection form. Documentation shall consist of date of corrective action and initials of responsible staff person.</p> | <p>\$52.44 for each hour per event the Warden must become involved inspection issues and deficiencies, being diverted from regular Facility issues and duties.</p> |
| <p>Contractor food service director or designated food service designee failure to conduct a weekly inspection. These inspections shall utilize TDOC/contract vendor form</p> | <p>\$30 per hour per occurrence that Food Service Program Monitors must spend with Contractor staff looking for or</p> |

| | |
|--|--|
| <p>or TDOC Daily and Weekly Inspection Report, CR-2912, in guilds or housing units.</p> | <p>discussing documentation (CR-2912 forms) of weekly inspections.</p> |
| <p>Contractor failure to prepare a written report, using Food Service Monthly Inspection, CR-1873, of the findings and forward a copy of the report to the Warden/Superintendent for his/her information and action. The inspection will satisfy the requirements outlined in Policy #112.01 regarding monthly sanitary inspections for this area.</p> <p>Deficiencies found on the monthly inspection report shall be corrected and documented. Documentation of corrective action shall be forwarded to the Warden/Superintendent by the contract vendor food service director</p> | <p>\$30 per hour per occurrence that Food Service Program Monitors must spend with Contractor staff looking for reports or addressing deficiencies, specifically repeat findings.</p> |
| <p>Contractor failure to maintain kitchen facilities such that a score of no less than 95% is awarded on Health Department inspections.</p> | <p>\$30 per hour per occurrence that Food Service Program Monitors must spend developing corrective action plans and working with Contractor Food Service staff to address failures to maintain scores of no less than 95% on health inspections, especially in areas of repeat findings.</p> |
| <p>Contractor failure to ensure that all cleaning supplies purchased by the Contractor met approved Tennessee Occupational Safety Health Administration (TOSHA) standards. Written corrective action plans required if standards are not achieved. Contractor failure to maintain Safety Data Sheets (SDS) for all cleaning supplies purchased.</p> | <p>\$30 per hour per occurrence that Food Service Program Monitors must spend attempting to locate records and documentation to confirm that cleaning supplies purchased by the Contractor met approved Tennessee Occupational Safety Health Administration (TOSHA) standards, creating and working with Contractor staff to address Corrective Action Plans.</p> |
| <p>Contractor failure to develop and implement a comprehensive training program prior to the commencement of food service delivery.</p> <p>Contractor failure to obtain written approval by the State of the comprehensive training program curriculum. The Training Program must provide the following:</p> <ol style="list-style-type: none"> 1. Proper use and sanitation of food service equipment 2. Sanitation | <p>\$20 per hour TDOC Offender Jobs Coordinator must communicate with Contractor staff, review the comprehensive training program until the program has been submitted in writing and received approval by the State.</p> |

| | |
|--|--|
| <p>3. Proper food preparation and handling</p> <p>4. Offenders who handle dirty/soiled laundry must be properly trained in laundry procedures</p> <p>5. Biohazard procedures</p> <p>6. Fire Safety</p> | <p>\$48 per hour that the State's Education Superintendent communicate with Contractor staff, review the comprehensive training program until the program has been submitted in writing and received approval by the State, being diverted from other agency issues, regular business.</p> |
| <p>Contractor failure to document the actual Diet Menu served, on a monthly basis, with identification of any menu item changes for the previous month and any substitutions.</p> <p>Contractor failure to maintain this documentation in an area accessible to both Facility and other State staff.</p> | <p>\$34 per hour per occurrence that the State's Dietician attempts to locate or discuss with Contractor staff relevant documentation of actual Diet Menus served, menu item changes or substitutions.</p> |
| <p>Contractor failure to maintain time records for each offender participating in the food service work program.</p> | <p>\$20 per hour per occurrence the TDOC Offender Jobs Coordinator researches offender time records/pay issues</p> |
| <p>Failure of the contract food service director to compile the Offender Special Meal Diet Log, CR-4057, monthly and submit to the fiscal officer listing each offender name, offender number, type of diet, meal type, and date not picked up.</p> | <p>\$34 per hour per occurrence that the State's Dietician attempts to locate or discuss with Contractor staff relevant CR-4057 forms.</p> |