



**STATE OF TENNESSEE
DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES
MIDDLE TENNESSEE MENTAL HEALTH INSTITUTE**

**REQUEST FOR PROPOSALS
FOR
COMPREHENSIVE COOK-SERVE FOOD SERVICES
RFP # 33911-20000**

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1. INTRODUCTION

The State of Tennessee, State of Tennessee, Department of Mental Health and Substance Abuse Services, Middle Tennessee Mental Health Institute, hereinafter referred to as "the State," issues this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and outline the State's process for evaluating responses and selecting a contractor to provide the needed goods or services.

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

1.1. Statement of Procurement Purpose

The State intends to award a contract to one (1) Contractor for the provision of comprehensive cook-serve food services with adequate staff and management personnel to operate a daily food management services operation at the Tennessee Department of Mental Health and Substance Abuse Services' (TDMHSAS) Middle Tennessee Mental Health Institute (MTMHI).

MTMHI has two (2) buildings where its Service Recipients receive three (3) meals and two (2) snacks daily. These two (2) buildings include MTMHI's Main Building, which currently has seven (7) patient units, and a Forensic Services Program (FSP) Building, which has two (2) patient units. MTMHI's campus-wide average daily census (ADC) for the 60-month period ending October 31, 2023, was one hundred sixty-two and eighty-eight hundredths (162.88). Recently the ADC has been one hundred and eighty-six (186), and MTMHI expects this higher ADC to continue for the foreseeable future.

In addition to service recipient meals and snacks, employee meals shall be available for purchase by employees using cash or card in the main dining room during scheduled service recipient mealtimes. Occasional catering for outside groups and employees shall also be provided upon request by the State. Catering is low volume compared with patient and employee meals, but should be available upon request of the State, sometimes on short notice. This could include a range of hot lunches for twelve (12) individuals or snacks for seventy-five (75) individuals.

In the main building, main dining room, meals shall be available for both Service Recipients and hospital staff during the set mealtimes, seven (7) days per week. Staff meals will be charged to each individual and paid by cash or card, per meal, at the time of service. MTMHI estimates the number of staff meals to be approximately seventy-five (75) per day Monday through Friday and approximately forty-five (45) per day Saturday and Sunday. Service recipient meals campus-wide shall be billed to the State monthly based on actual census. As determined by the State, some Service Recipients will dine in the main dining room and others shall have their meals delivered to their units by the contractor.

1.1.2. The maximum liability of for the State's current five-year contract for comprehensive food services is Eight Million Seven Hundred Seventy-Nine Thousand One Hundred Sixty-Three Dollars and Seventy-Nine Cents (\$8,779,163.79).

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

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

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

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

1.3. **Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. **RFP Communications**

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

RFP # 33911-20000

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

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

Nancy Ternes
Central Procurement Office
WR Snodgrass Bldg., 3rd Floor
312 Rosa L. Parks, Avenue
Nashville, TN 37243
615-253-4008
Nancy.M.Ternes@tn.gov

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

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFP (visit <https://www.tn.gov/general-services/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/godbe-general-contacts.html> for contact information); and
- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Helen Crowley
Department of General Services, CPO
312 Rosa L Parks Avenue, 3rd Floor Tennessee Tower
Nashville, TN 37243-1102
615-741-1035
Helen.Crowley@tn.gov

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response. It is encouraged for Respondents to submit bids digitally.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8.).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information/request-for-proposals--rfp--opportunities1.html>.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.5. Assistance to Respondents With a Handicap or Disability

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

1.6. Respondent Required Review & Waiver of Objections

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

1.7. Pre-Response Conference

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

The conference will be held at:

Middle Tennessee Mental Health Institute
221 Stewarts Ferry Pike
Nashville, TN 37214
(Please go to the Main Building's front lobby and report to security desk.)

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

1.8. Notice of Intent to Respond

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

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

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

1.9. Performance Bond

The State shall require a performance bond upon approval of a contract pursuant to this RFP. The amount of the performance bond shall be a sum equal to ten (10%) percent of the Maximum Liability **WRITTEN DOLLAR AMOUNT (\$NUMBER)**, and said amount shall not be reduced at any time during the period of the contract.

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

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

- a. a performance bond that covers the entire Contract period including all options to extend the Contract, or
- b. a performance bond for the first, twelve (12) calendar months of the Contract in the amount detailed above, and, thereafter, a new or re-issued performance bond in the amount detailed above covering

each subsequent twelve (12) calendar month period of the Contract. (In which case, the Contractor must provide the new (or re-issued) performance bonds to the State no later than thirty (30) days preceding each subsequent period of the Contract to be covered by the new (or re-issued) bond.)

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

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

1.10. Response Deadline

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

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		March 28, 2024
2. Disability Accommodation Request Deadline	4:00 p.m.	April 4, 2024
3. Pre-response Conference	9:00 a.m.	April 5, 2024
4. Notice of Intent to Respond Deadline	4:00 p.m.	April 8, 2024
5. Written "Questions & Comments" Deadline	4:00 p.m.	April 11, 2024
6. State Response to Written "Questions & Comments"		April 16, 2024
7. Response Deadline	2:00 p.m.	April 23, 2024
8. State Completion of Technical Response Evaluations (Sections B. and C., RFP Attachment 6.2.)		April 29, 2024
9. State Schedules Respondent Oral Presentation	4:00 p.m.	April 30, 2024
10. Respondent Oral Presentation	9 a.m. – 12 p.m. or 1 p.m. – 4 p.m.	May 9, 2024
11. State Completion of Technical Response Evaluations (Section D., RFP Attachment 6.2.)	4:00 p.m.	May 20, 2024
12. State Opening & Scoring of Cost Proposals	2:00 p.m.	May 21, 2024
13. Negotiations	4:00 p.m.	May 22-May 24, 2024
14. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	May 29, 2024
15. End of Open File Period		June 5, 2024
16. State sends contract to Contractor for signature		June 6, 2024
17. Contractor Signature Deadline	2:00 p.m.	June 11, 2024
18. Performance Bond Deadline	4:00 p.m.	June 18, 2024

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.8.).

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.

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

3.2. Response Delivery

- 3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP.

- 3.2.2. A Respondent must submit their response as specified in one of the two formats below.

- 3.2.2.1. Digital Media Submission

- 3.2.2.1.1. Technical Response

The Technical Response document should be in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive and should be clearly identified as the:

"RFP # 33911-20000 TECHNICAL RESPONSE ORIGINAL"

and seven (7) digital copies of the Technical Response each in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled:

"RFP # 33911-20000 TECHNICAL RESPONSE COPY"

The customer references should be delivered by each reference in accordance with RFP Attachment 6.4. Reference Questionnaire.

- 3.2.1.1.2. Cost Proposal:

The Cost Proposal should be in the form of one (1) digital document in "PDF" or "XLS" format properly recorded on a separate, otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled:

"RFP # 33911-20000 COST PROPOSAL"

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

- 3.2.2.2. E-mail Submission

- 3.2.2.2.1 Technical Response

The Technical Response document should be in the form of one (1) digital document in "PDF" format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should be clearly identified as follows:

“RFP # 33911-20000 TECHNICAL RESPONSE”

The customer references should be delivered by each reference in accordance with RFP Attachment 6.4. Reference Questionnaire.

3.2.1.1.2. Cost Proposal:

The Cost Proposal should be in the form of one (1) digital document in “PDF” or “XLS” format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should be clearly identified as follows:

“RFP # 33911-20000 COST PROPOSAL”

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

- 3.2.3. For e-mail submissions, the Technical Response and Cost Proposal documents must be dispatched to the Solicitation Coordinator in separate e-mail messages. For digital media submissions, a Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

- 3.2.3.1. The Technical Response and copies must be placed in a sealed package that is clearly labeled:

**“DO NOT OPEN... RFP # 33911-20000 TECHNICAL RESPONSE FROM
[RESPONDENT LEGAL ENTITY NAME]”**

- 3.2.3.2. The Cost Proposal must be placed in a separate, sealed package that is clearly labeled:

**“DO NOT OPEN... RFP # 33911-20000 COST PROPOSAL FROM [RESPONDENT
LEGAL ENTITY NAME]”**

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

**“RFP # 33911-20000 SEALED TECHNICAL RESPONSE & SEALED COST
PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”**

- 3.2.3.4. Any Respondent wishing to submit a Response in a format other than digital may do so by contacting the Solicitation Coordinator.

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

Nancy Ternes
Central Procurement Office
WR Snodgrass Bldg., 3rd Floor
312 Rosa Parks Avenue
Nashville, TN 37243
615-253-4008
Nancy.M.Ternes@tn.gov

3.3. Response & Respondent Prohibitions

- 3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.
- 3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.
- 3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.
- 3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).
- 3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:
 - 3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
 - 3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
 - 3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.
- 3.3.9. 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. Respondents are cautioned not to provide any materials in response to this RFP that are trade secrets, as defined under Tenn. Code Ann. § 47-25-1702 and any other applicable law. By submitting a response to this RFP, the respondent acknowledges and agrees that the State shall have no liability whatsoever for disclosure of a trade secret under the Uniform Trade Secrets Act, as provided at Tenn. Code Ann. § 47-25-1701-1709, or under any other applicable law. 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)	25
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	30
Oral Presentation (refer to RFP attachment 6.2., Section D)	5
Cost Proposal (refer to RFP Attachment 6.3.)	40

5.2. Evaluation Process

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

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

- 5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.
- 5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Solicitation Coordinator will review the response and determine 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. The Solicitation Coordinator will invite the top three (3) ranked Respondents to make an oral presentation. The ranking will be determined after the Technical Response score is totaled and ranked (e.g., 1 – the best evaluated ranking, etc.).
 - 5.2.1.5.1. The oral presentations are mandatory. The Solicitation Coordinator will schedule Respondent presentations during the period indicated by the RFP Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent presentation schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.
 - 5.2.1.5.2. Respondent presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.
 - 5.2.1.5.3. Oral presentations provide an opportunity for Respondents to explain and clarify their responses. Respondents must not materially alter their responses and presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed during oral presentations.
 - 5.2.1.5.4. The State will maintain an accurate record of each Respondent's oral presentation session. The record of the Respondent's oral presentation shall be available for review when the State opens the procurement files for public inspection.
 - 5.2.1.5.5. Proposal Evaluation Team members will independently evaluate each oral presentation in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D.
 - 5.2.1.5.6. The Solicitation Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D, and record that number as the score for Respondent's Technical Response section.
- 5.2.1.6. 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 review the Proposal Evaluation Team determinations and scores for consideration along with any other relevant information that might be available and pertinent to contract award.

5.3.2. The Solicitation Coordinator will determine the apparent best-evaluated Response using the scoring provided by the Proposal Evaluation Team. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the Solicitation Coordinator 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 # 33911-20000 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:**

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 Solicitation Coordinator 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 statement confirming that, if awarded a Contract pursuant to this RFP, the Respondent shall have the resources (<i>i.e.</i> , staffing, time, financial resources concerning equipment, etc.) to commence implementation of food service delivery within seven (7) business days after the Effective Date of the awarded Contract.	
	A.4.	Provide a current bank reference indicating that the Respondent's maintains a satisfactory relationship with the financial institution. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.5.	Provide a statement confirming that should the Respondent be awarded the Contract from this solicitation, the Respondent can provide a Certificate of Insurance meeting the requirements as noted in the Pro Forma contract, Attachment 6.6.	
	A.6.	<p>Provide the Respondent's most recent independent audited financial statements. Said independent audited financial statements <u>must</u>:</p> <ol style="list-style-type: none"> (1) reflect an audit period for a fiscal year ended within the last 36 months; (2) be prepared with all monetary amounts detailed in United States currency; (3) be prepared under United States Generally Accepted Accounting Principles (US GAAP); (4) include the auditor's opinion letter; financial statements; and the notes to the financial statements; and (5) be deemed, in the sole discretion of the State to reflect sufficient financial stability to undertake the subject contract with the State if awarded pursuant to this RFP. <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Reviewed or Compiled Financial Statements will not be deemed responsive to this requirement and will <u>not</u> be accepted. <p>All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status <u>must</u> be properly licensed to render such opinions. The State may require the Respondent to submit proof that the person or entity who renders an opinion regarding the Respondent's financial status is licensed, including the license number and state in which the person or entity is licensed.</p>	
	A.7.	Provide a statement confirming that, if awarded a contract pursuant to this RFP, the Respondent shall deliver a Performance Bond to the State in accordance with the requirements of this RFP. The statement must be signed by an individual with legal authority to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it.	
	A.8.	Provide a statement that notes the type and frequency of training programs and mandatory procedures that support safety, sanitation, and security.	
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

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, if applicable, 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
		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.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: (a) <u>Business Strategy</u> . Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u> . Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information: (i) contract description; (ii) contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran-owned or persons with disabilities); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u> . Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS); (ii) anticipated goods or services contract descriptions;

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.</p> <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 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;</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 <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 25)</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
<i>State Use – Evaluator Identification:</i>		

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.		10	
	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.		10	
	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.		10	
	C.4.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and articulates the Respondent's transitional plan to assume control of the food service operation, including a strategy for start-up.		14	
	C.5.	Provide the Respondent's plan for maintaining appropriate and effective safety and sanitation practices in all areas of the food service operation, in order to comply with the requirements set forth in Tenn. Code R. & Regs. Chapter 1200-23-01, Rules of the Tennessee Department of Health, Bureau of Health Services Administration, Division of General Environmental Health, Chapter 1200-23-1 Food Service Establishment and ServSafe's minimum standards, which are administered by the National Restaurant Association which is accredited by ANSI and the Conference for Food Protection. The plan should include, but is not limited to, food handling, dishwashing, equipment cleaning, and personal hygiene of employees.		17	
	C.6.	Provide a narrative describing the Respondent's quality assurance plan for all aspects of the food service operation, including but not limited to: a. food quality; b. food appearance; c. food taste; d. compliance with diet restrictions; and e. production and quality control techniques, such as taste testing, temperature testing, utilization of standardized recipes, forecasting to prevent "run-outs" or overproduction.		17	

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 narrative describing the training procedures of all of the Respondent's employees, which demonstrates the Respondent's responsibility and process for preparing and ensuring that all prospective employees perform their jobs with the highest standards of efficiency, courtesy, safety, and sanitation in order to comply with all state and federal laws, rules, and regulations. Describe training and supervision processes that will be employed to assure that proper food handling, holding, transport, and service standards are in place and consistently utilized. Training of new hires, as well as providing on-going employee training should be addressed.		12	
	C.8.	Provide a narrative describing the Respondent's method in providing quality food and optimum service to meet the State's requirements set forth in the Pro Forma Contract.		10	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>					Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>
Total Raw Weighted Score <hr/> Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>					X 30 <i>(maximum possible score)</i>
					= SCORE:
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

RFP ATTACHMENT 6.2.— SECTION D

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION D: ORAL PRESENTATION. The Respondent must address ALL Oral Presentation Items (below).

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the oral presentation or field test 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:			
Oral Presentation or Field Test Items	Item Score	Evaluation Factor	Raw Weighted Score
D.1. The Respondent shall provide at least twenty-five (25) sample items from the menu items set forth in <i>Pro Forma</i> Contract Attachment 6 address the overall visual appearance of the presented menu items.		20	
D.2. The Respondent shall provide at least twenty-five (25) sample items from the menu items set forth in <i>Pro Forma</i> Contract Attachments 6 to address the overall taste of the presented menu items.		50	
D.3. The Respondent shall provide at least twenty-five (25) sample items from the menu items set forth in <i>Pro Forma</i> Contract Attachments 6 to address the overall portion size of the presented menu items.		30	
Total Raw Weighted Score (<i>sum of Raw Weighted Scores above</i>): The Solicitation Coordinator will use this sum and the formula below to calculate the score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
<div style="text-align: center;"> total raw weighted score <hr/> maximum possible raw weighted score <i>(i.e., 5 x the sum of item weights above)</i> </div>			<div style="text-align: center;"> X 5 <i>(maximum section score)</i> = SCORE: </div>
State Use – Evaluator Identification:			
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

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

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

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

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

RESPONDENT SIGNATURE:								
PRINTED NAME & TITLE:								
DATE:								
RESPONDENT LEGAL ENTITY NAME:								
Cost Item Description	Proposed Cost					State Use ONLY		
	Year 1 07/01/2024 - 06/30/2025	Year 2 07/01/2025 - 06/30/2026	Year 3 07/01/2026 - 06/30/2027	Year 4 07/01/2027 - 06/30/2028	Year 5 07/01/2028 - 06/30/2029	Sum	Evaluation Factor	Evaluation Cost (sum x factor)

Daily Service Recipient Meals and Snacks	\$_____/per service recipient per day	\$_____/per service recipient per day	\$_____/per service recipient per day	\$_____/per service recipient per day	\$_____/per service recipient per day		67	
Employee Meal (including beverage) purchased by employees using cash or credit/debit card at register	\$_____/per meal	\$_____/per meal	\$_____/per meal	\$_____/per meal	\$_____/per meal		20	
Emergency Employee Meals (sandwich, chips, fruit, and beverage) billed to the State	\$_____/per meal	\$_____/per meal	\$_____/per meal	\$_____/per meal	\$_____/per meal		2	
Catered Hot Meals (entrée, starch, vegetable, roll, and beverage)	\$_____/per meal	\$_____/per meal	\$_____/per meal	\$_____/per meal	\$_____/per meal		2	
Catered Cupcakes for Employee Events	\$_____/each	\$_____/each	\$_____/each	\$_____/each	\$_____/each		2	
Catered Hot Coffee, Tea, and Punch (includes cream, sugar, stir sticks, etc.)	\$_____/per serving	\$_____/per serving	\$_____/per serving	\$_____/per serving	\$_____/per serving		1	
Catered Bottled Water	\$_____/per serving	\$_____/per serving	\$_____/per serving	\$_____/per serving	\$_____/per serving		1	
Catered Mixed Nuts	\$_____/per serving	\$_____/per serving	\$_____/per serving	\$_____/per serving	\$_____/per serving		1	
Catered Mints	\$_____/per serving	\$_____/per serving	\$_____/per serving	\$_____/per serving	\$_____/per serving		1	
Catered Danish or Muffin Tray	\$_____/per serving	\$_____/per serving	\$_____/per serving	\$_____/per serving	\$_____/per serving		1	
Catered Fruit or Vegetable Tray	\$_____/per serving	\$_____/per serving	\$_____/per serving	\$_____/per serving	\$_____/per serving		1	
Catered Birthday or Special Occasion Half-Sheet Cake	\$_____/per half sheet cake	\$_____/per half sheet cake	\$_____/per half sheet cake	\$_____/per half sheet cake	\$_____/per half sheet cake		1	
Catered Birthday or Special Occasion Angel Food Cake	\$_____/each	\$_____/each	\$_____/each	\$_____/each	\$_____/each		1	
TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above):								

The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
	$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}} \times 40 \text{ (maximum possible score)} = \text{SCORE:}$		
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; and
 - (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 # 33911-20000".

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 # 33911-20000 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:
Nancy Ternes: Nancy.M.Ternes@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: 25)			
<i>EVALUATOR NAME</i>			
<i>EVALUATOR NAME</i>			
<i>REPEAT AS NECESSARY</i>			
	AVERAGE:	AVERAGE:	AVERAGE:
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 30)			
<i>EVALUATOR NAME</i>			
<i>EVALUATOR NAME</i>			
<i>REPEAT AS NECESSARY</i>			
ORAL PRESENTATION (maximum: 5)	AVERAGE:	AVERAGE:	AVERAGE:
<i>EVALUATOR NAME</i>			
<i>EVALUATOR NAME</i>			
<i>REPEAT AS NECESSARY</i>			
	AVERAGE:	AVERAGE:	AVERAGE:
COST PROPOSAL (maximum: 40)	SCORE:	SCORE:	SCORE:
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)			

Solicitation Coordinator Signature, Printed Name & Date:

RFP ATTACHMENT 6.6.

RFP # 33911-20000 *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.

**CONTRACT**

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

Begin Date July 1, 2024	End Date June 30, 2029	Agency Tracking # 33911	Edison Record ID
Contractor Legal Entity Name			Edison Vendor ID
Goods or Services Caption (one line only) Comprehensive Cook-Serve Food Services at MTMHI			
Contractor <input checked="" type="checkbox"/> Contractor		Assistance Listing Number#	
Funding — FY	State	Federal	Interdepartmental
FY25			
FY26			
FY27			
FY28			
FY29			
TOTAL:			
<p>Contractor Ownership Characteristics:</p> <p><input type="checkbox"/> Minority Business Enterprise (MBE): <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American</p> <p><input type="checkbox"/> Woman Business Enterprise (WBE)</p> <p><input type="checkbox"/> Tennessee Service Disabled Veteran Enterprise (SDVBE)</p> <p><input type="checkbox"/> Disabled Owned Business (DSBE)</p> <p><input type="checkbox"/> Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.</p> <p><input type="checkbox"/> Government <input type="checkbox"/> Non-Minority/Disadvantaged <input type="checkbox"/> Other:</p>			
Selection Method & Process Summary (mark the correct response to confirm the associated summary)			
<input checked="" type="checkbox"/> Competitive Selection		The contract was awarded through the Request for Proposals (RFP) competitive solicitation process.	
<input type="checkbox"/> Other			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			
Speed Chart (optional)	Account Code (optional)		

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Department of Mental Health and Substance Abuse Services ("State") and **Contractor Legal Entity Name** ("Contractor"), is for the provision of Comprehensive Cook-Serve Food Services, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

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

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

Contractor Edison Registration ID # **Number**

A. SCOPE:

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Background. The Tennessee Department of Mental Health and Substance Abuse Services (TDMHSAS), Middle Tennessee Mental Health Institute (MTMHI) is an inpatient psychiatric hospital for adult men and women. MTMHI operates four (4) sub-acute units, three (3) acute units, and a Forensic Services Program (FSP), for a total of two hundred and seven (207) psychiatric beds. Service Recipients (may also be referred to as patients) are provided with individualized care that is centered on compassion and quality. MTMHI ensures the highest quality of services through accreditation and regulations from The Joint Commission (TJC) and the Centers for Medicare and Medicaid (CMS).
- MTMHI has two (2) buildings where its Service Recipients receive three (3) meals and two (2) snacks daily. These two (2) buildings include MTMHI's Main Building, which currently has seven (7) patient units, and the FSP Building, which has two (2) patient units. Approximately fifty percent (50%) of the Main Building Service Recipients are on a physician-prescribed therapeutic diet. The current campus-wide average daily census (ADC) is one hundred and eighty-six (186), and the State expects it to remain in this range for the foreseeable future. (see Attachment 3)
- A.3. The Contractor shall provide comprehensive food services which shall be defined as the preparation, delivering, of the ready-to-eat foods and beverages to MTMHI which includes the Main Building and the FSP building by operating and managing the food services in the Main Building (State's Kitchen) located at 221 Stewarts Ferry Pike, Nashville TN 37214. The FSP building is located seven-tenths (0.7) of a mile away from the Main Building and has no kitchen facilities.
- a. The Contractor shall be responsible for all aspects of operating and providing daily hospital food and meal services throughout the contract period, including but not limited to human resources, food procurement, storage, preparation, delivery, and equipment. Daily meal service shall include three (3) meals and two (2) designated snacks for each service recipient and thirty (30) sack meals a day, Monday through Friday, and fifteen (15) sack meals a day Saturday and Sunday, to be provided for those Service Recipients being discharged or being admitted into the institution around mealtimes or traveling to outside appointments around mealtimes. All meal plans, snacks, sack meals, and all other food provisions shall be approved by the MTMHI Dietitian Supervisor and/or designee based on need, food safety, nutrition facts, taste, and appearance. Patient meals are to be provided according to MTMHI actual daily census plus sack meals as specified in this Contract at no additional charge. The Contractor shall bill the State based on sum of actual daily census monthly as reported by MTMHI Medical Records office.
 - b. The Contractor shall be responsible for ordering and preparing all food items for each meal and snack. Food items shall include all menu items, beverages, and appropriate condiments.

- c. The Contractor shall provide employee meals in the main dining room during scheduled service recipient mealtimes. (see Attachment 8) Service Recipients or employees in the cafeteria line of the main dining room shall have a choice of the primary meal or an alternate meal. Service Recipients shall be identified by their wrist bands and shall pay nothing at mealtimes. Employees shall pay Contractor for each meal at time of receipt by cash or debit/credit card. Menus for primary and alternate meals shall be preapproved by MTMHI Dietitian and shall include a beverage. Employee meal prices shall be clearly posted in main cafeteria at the amount provided in section C.3. of this Contract. Contractor shall collect appropriate Tennessee sales tax from employees and report and remit to Tennessee Department of Revenue according to its requirements.

Contractor shall provide catering services as requested by the State and billed to the State at the rates indicated in section C.3. of this Contract. The type of events (e.g., birthday or seasonal parties, meeting refreshments, receptions, recognitions, emergency staff meals) and month of occurrence for catered events in Calendar Year 2023 are captured in Attachment 5.

- d. The Contractor shall follow all federal and Tennessee food standards when providing food services throughout the Term of this Contract, including food quality, sanitation, and the placement of any required signs to meet the standards dictated by the United States Department of Agriculture ("USDA"), Food and Drug Administration ("FDA"), National Marine Fisheries Service ("NMFS"), National Sanitation Foundation ("NSF"), and the Tennessee Department of Health ("TDOH").
- e. The Contractor shall comply with all applicable laws, rules, and regulations regarding food preparation, service and cleaning in dining areas for every meal, including but not limited to the following:
1. The Center for Medicaid and Medicare Services and the Joint Commission, and Code of Federal Regulations, Title 42, Public Health, Part 483.35 Dietary Services: Joint Commission – <https://www.jointcommission.org> and CMS – <https://www.cms.gov>;
 2. Tennessee Code Annotated, Title 33, Tennessee Department of Mental Health and Substance Abuse Services (TDMHSAS) Rules 0940-5-16-.27-.33 Minimum Program requirements for Mental Health Hospital Facilities;
 3. TDMHSAS Central Office Policies and Procedures (a copy shall be provided upon award of this Contract);
 4. TDMHSAS Food and Nutrition Service Kitchen Inspection and MTMHI Tennessee Quality Initiative Standards, and MTMHI's Dietary Policy Manual (a copy shall be provided upon award of this Contract);
 5. MTMHI medical staff by-laws and departmental policies (a copy shall be provided upon award of this Contract) such as quality improvement, infection control, tuberculosis skin testing, and safety plans; and
 6. Standards in the most recent FDA Food Code, which details the Contractor's requirement to have a designated person in charge (PIC) who must demonstrate knowledge of food safety by attending a ServSafe certification program.

A.4. Meal Frequency

- a. The Contractor shall provide breakfast, lunch, dinner, and two snacks during the designated times and locations provided in Attachment 8 to Service Recipients everyday including federal and state holidays. The number of meals and snacks shall be based on the daily Patient Census Summary ("Patients Receiving Treatment") counts by unit. This is based on the number of Service Recipients physically present at midnight (12:00 A.M.) each day, also referred to as "Resident Day". An example is provided as Attachment 14.

- b. The Contractor shall make available the planned meals seven (7) days per week, three (3) times daily for State employees to purchase during the stated mealtimes as provided in Attachment 8 and at the agreed upon rate. The number of employees purchasing meals will depend on the market. MTMHI has approximately four hundred and forty-three (443) employees, but MTMHI does not anticipate that all staff would eat in the cafeteria each day. Quality, price, and speed of service will factor greatly into the demand for employee meals. As a starting projection, the State estimates seventy-five (75) employees per meal Monday through Friday and forty-five (45) employees per meal Saturday and Sunday.
- c. The Contractor shall provide thirty (30) sack meals Monday through Friday and fifteen (15) sack meals a day Saturday and Sunday, to be provided for those Service Recipients being discharged or being admitted into the institution around mealtimes or for Service Recipients who will be traveling off campus during a mealtime for outside appointments. Contractor shall deliver these sack meals daily to the Admissions Office in the Main Building by the timeframe established with the MTMHI Dietary Supervisor. Sack meals shall include a sandwich, chips or fruit cup, and drink. Cost for these sack meals shall be included in the daily service recipient meal rate which is billed and paid based on census.
- d. The Contractor shall provide monthly birthday cupcakes to every service recipient as a dessert replacement for one (1) meal. The number of cupcakes for each unit will equal the day's census of Service Recipients receiving treatment for that unit. There shall be no additional cost to the State for these cupcakes. Birthday cupcakes shall be served separately from the meal and shall be provided on the first Friday of each month (unless an alternate date is provided by MTMHI Dietitian Supervisor).
- e. The Contractor shall ensure prepared bulk food and beverages for holidays are sent to the Acute Treatment Program (ATP) and FSP units for Service Recipients on a regular diet and prepared meals trays are sent to those on a therapeutic diet that the planned menu does not meet. Holidays recognized during the year include New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.
- f. The Contractor shall provide a travel bag of nonperishable food items for Service Recipients who will be traveling based on Attachment 15 Service Recipient Travel Bag Guidelines. These bags shall be provided upon request of MTMHI Dietary Supervisor at an estimated quantity of approximately five (5) per month. Cost for these travel bags shall be included in the daily service recipient meal rate which is billed and paid based on census.
- g. In the main dining room, the Contractor shall provide an alternative meal that includes a sandwich, tossed salad, and a beverage for Service Recipients or staff who do not want the planned meal being served during that mealtime. The initial estimates of alternatives meals needed is forty (40) per meal. However, after startup the Contractor shall be responsible for tracking how many alternative meals are selected and forecasting how many to prepare.
- h. Extended Treatment Program (ETP) Service Recipients dining in main dining shall receive their tailored meal if they are on diet restrictions. These shall be indicated by the meal tickets for each service recipient matching with their ID wrist band.

A.5. Personnel

- a. Employees, Individuals from a Temp Agency, and other Relief Personnel. Personnel employed by the Contractor shall at all times and for all purposes be solely in the employment of the Contractor. The Contractor shall be responsible for payroll, taxes, and insurance with respect to its employees, including any income, social security and unemployment taxes and workers' compensation costs and charges. The State shall allow the Contractor to use individuals from a temp agency with the understanding that any of those individuals shall, for purposes of this Contract, be considered employees of the Contractor and must meet all other requirements regarding Contractor personnel (including but not limited to background checks, health-related testing and vaccination requirements, professionalism, and training).

- b. The Contractor shall maintain the necessary number of personnel to perform all services specified in this Contract, including having adequately trained relief personnel to substitute for regular employees when needed. The Contractor shall provide a staffing schedule to the State upon request.
- c. The Contractor warrants that the personnel providing services pursuant to this Contract are experienced, certified, or licensed as required by the State of Tennessee; are able to perform the duties in this Contract; and are able to communicate effectively in the English language.
- d. The Contractor shall provide a full-time Certified Dietary Manager and Production Manager who are responsible for supervising staff during all hours of daily operation from opening to closing. Proof of the Certified Dietary Manager's certification shall be shown to the State upon request.
- e. The Contractor shall provide a cashier to handle the exchange of payment with staff who purchase a meal. The cashier should be able to handle cash transactions as well as EFTs (e.g., debit cards, credit cards).
- f. The Contractor shall provide the State with a list of authorized people in its operation who can be assigned keys and follow the State building's door key management policies and procedures.
- g. The Contractor shall provide all applicable and verifiable documentation as to education and experience of Contractor's personnel to the State. The State reserves the right to interview any of the personnel.
- h. The Contractor shall ensure all personnel have a completed Tennessee Bureau of Investigation (TBI) fingerprint and background check. These criminal history record checks shall be submitted, as permitted by law, to the State two (2) weeks before being allowed to work.
- i. The Contractor shall warrant that all Contractor personnel are drug-free by providing an initial drug screening for each of these personnel and for all new hires, as well as conducting random drug screenings on twenty percent (20%) or more staff annually thereafter. The first set of test results shall be submitted to the State two (2) weeks before being allowed to perform services onsite, and thereafter submitted annually.
- j. The Contractor shall ensure all of Contractor's personnel completes the required (as indicated below) health-related testing and vaccinations. These are coordinated through the MTMHI Employee Health Office and must be completed before staff can work onsite.
 - 1. Required: TB skin test and an annual questionnaire
 - 2. Required: Flu shot (annually)
 - 3. Optional: Hepatitis A & B testing and vaccinations (Twinrix)
 - 4. Optional: Single doses of Hepatitis B
 - 5. Optional: Tetanus, Diphtheria, and Pertussis (TDaP) vaccine
- k. The Contractor shall assure that no Contractor's personnel who is a former employee of the State of Tennessee provides services under this Contract within six (6) months of such employee's final separation from employment with the State of Tennessee. Further, the Contractor shall assure that no Contractor's personnel who is a former employee who was dismissed for cause, or with or without a cause during a probationary period, or resigned not in good standing from employment with the State of Tennessee provides services under this Contract.
- l. The Contractor acknowledges that the State shall be the sole judge of the Contractor's performance. The Contractor shall remove and replace (at its own expense) any personnel judged by the State as not providing satisfactory services. The Contractor shall not charge the State for any services performed which the State designates as being unacceptable.
- m. The Contractor shall develop written policies and procedures for all areas of its food service operation and maintain organized files and records. Any such documentation shall be kept onsite

and made available upon request. Upon reasonable notice, the Contractor shall permit the State, or its duly appointed representatives, access to the Contractor's employees, agents, subcontractors, or consultants who perform any work in connection with any services contemplated or performed relative to this Contract. The State shall be permitted access at any time to any equipment and locations used by the Contractor in its performance under this Contract to ensure compliance with this Contract or to investigate any complaints reported to the State.

- n. The Contractor shall comply with any verbal or written requests by the State regarding changes to the Contractor's policy or procedures within one (1) week.

A.7. Process. The Contractor shall provide all food, beverage, disposable items, and adequately trained food service personnel to feed the number of Service Recipients included in daily census reports and employees who decide to purchase meals as described herein:

a. Food, Beverage, and Disposable Items

1. The Contractor shall purchase sufficient quantity of food and beverage items from reputable suppliers who follow regulatory standards as outlined by the TDMHSAS policies, Tennessee Department of Health Standards, and the Federal Food and Drug Administration.
2. The Contractor shall manage physical inventory stored at the State's Kitchen; at all times keep in stock a minimum of a seven (7) day supply of food to meet the master menu requirements; and keep in stock a minimum of three (3) day supply of non-perishable food and beverages to meet the emergency requirement menus.
3. The Contractor shall ensure all food and beverage items purchased for use in the provision of this Contract are received with a label that contains the product's name, use by date, or expiration date, and ingredient list; and stored in original containers. The date of receipt shall be stamped or written on all received items and managed according to the First In, First Out (FIFO) method of stock rotation.
4. The Contractor shall purchase all disposable items, such as spork utensil kits with condiments in a variety of choices, napkins, cups/lids, trays, and tablecloths, in sufficient quantity to meet the needs of this service.
5. The Contractor shall be responsible for any loss due to mishandling, misuse, theft, and/or spoilage caused by the Contractor or its personnel's negligence.

b. Master Menu

1. The Contractor shall utilize the TDMHSAS Food Service Director's seasonal, 3-week cycle master menu as a basis for creating the master menus for regular and therapeutic diets. An example has been provided as Attachment 6.
2. The Contractor's Food Service Manager or designee, the TDMHSAS Food Service Director, and the MTMHI Dietitian Supervisor shall meet at least quarterly to create seasonal, 3-week master menus.
3. The Contractor shall provide a nutritional analysis for each type of nutrition therapy master menu and provide a copy of each menu's nutritional analysis to the TDMHSAS Food Service Director, the MTMHI Dietitian Supervisor, and to other dietitians who utilize this Contract. The nutritional analysis shall include at least the following nutrients/information and be updated when changes are made to the master menus: serving size, calories per serving, total fat, saturated fat, trans fat, cholesterol, sodium, potassium, phosphorous, total carbohydrate, dietary fiber, sugar, protein, vitamin A, vitamin C, calcium, and iron.

4. The Contractor may have a tiered system of food quality. For the purposes of this Contract, the State requires the food served to be at a mid-level tier. The Contractor shall discuss this with the MTMHI Dietitian Supervisor prior to providing services under this Contract.
5. The Contractor shall consult with the MTMHI Dietitian Supervisor and/or designee before a menu item is substituted. Menu substitutions must be kept to a minimum and used only for Service Recipients who are intolerant, sensitive, or allergic to a particular menu item. Written documentation shall be kept for all menu substitutions made by the Contractor with a copy sent to the MTMHI Dietitian Supervisor and/or designee.

c. Food Preparation

1. The Contractor shall prepare all types of food and beverage items to include texture and ingredient modifications and portion adjustments to meet the food service needs.
2. The Contractor shall have individually packaged salads available to staff and Service Recipients during lunch and dinner meals in the main dining room as an optional replacement for a vegetable choice. Fruit shall be made available during breakfast meals.
3. A physician's diet order(s) shall be kept on-hand for each service recipient and the master menu that corresponds to the diet order shall be the guide to prepare the daily three (3) meal trays and any ordered snacks. A registered dietitian may order food service changes based on the physician's diet order. A listing of common nutrition therapy and diet restrictions and service recipient numbers are provided in Attachment 7.
4. The Contractor shall provide approximately ten (10) extra plated service recipient meal trays per meal for any unforeseen situations where an extra meal may be needed. There will be no additional charge to the State for these meals.
5. The Contractor acknowledges that on any given day, and for any or all patient units, a "soft close" may be warranted for health or safety reasons as determined by the State. A "soft close" is when all Service Recipients are not to leave their units. Contractor shall deliver all meal trays for the particular unit(s) according to the mealtime schedule.

- d. Meal Tray Ticket Labels. The Contractor shall create daily computer-printed meal tray ticket labels to identify all meal trays prepared for the ATP and FSP Service Recipients which are based on information provided by the State's staff. ETP Service Recipients that do not eat in the main dining room, shall have a meal tray ticket label on their meals that the technicians take to the units. Each meal tray ticket label shall include the service recipient's name, diet order, date, nursing unit location, any food substitutions, modifications, and/or food allergies.

e. Delivery

1. The Contractor shall deliver all meals, beverages, and snacks to the appropriate locations according to the delivery schedule provided in Attachment 8. If the State decides to modify the schedule, the Contractor shall work with the MTMHI Dietitian Supervisor to implement the changes. The Contractor shall communicate any scheduling challenges or questions to the Dietitian Supervisor on an ongoing basis.
2. The Contractor shall accommodate two (2) types of meal services, on-unit and off-unit. Acute Treatment Program (ATP) and FSP Service Recipients will always utilize the on-unit meal service. Their meals will be delivered to their respective units. ETP Service Recipients that can come to the main dining room will eat off-unit. For the ETP Service Recipients that cannot eat in the main dining room, their meals shall be prepared by food service staff and given to accompanying technician to take to the unit.

3. The Contractor shall use carts to deliver meal trays and any other food or beverages to service recipient care units at least three (3) times daily according to the delivery schedule. At each meal, the Contractor shall keep on-hand an adequate number of unfilled trays as determined by the State's staff to meet the needs for late tray order requirements. The Contractor shall retrieve the trays, carts, and any other containers related to food or beverage service approximately one (1) hour after each meal.
4. The Contractor shall be responsible for providing an adequate number of refrigerated trucks for timely meal and snack delivery to the FSP building. The Contractor shall provide Tennessee licensed and insured staff to drive the delivery trucks and be responsible for all aspects of maintenance and repair for the delivery trucks. The Contractor shall be responsible, during delivery, for any negligence and/or food spoilage because of mishandled meal trays or bulk food. Upon request, the Contractor shall be able to provide the State with a record of each trucks' delivery compartment temperatures during the time each truck was used to deliver meals/snacks, bulk food, or stock items to the State.

f. Catering

1. The Contractor shall provide all aspects of catering food and beverage services for events such as, meetings, luncheons, holiday celebrations, receptions, and emergency needs, upon request by the State. Typical catered events for the State include providing coffee or beverages, snacks, and/or meals.
2. The Contractor shall be responsible for the set-up, serving, and clean-up of any and all catered events.

g. Quality Control and Complaints

1. The Contractor shall provide trained staff to check the accuracy of meal trays during preparation and before delivery of all meals.
2. The Contractor shall take appropriate action to correct any meal tray inaccuracies identified during the MTMHI Dietitian Supervisor's meal monitoring and listed on the Meal Tray Audit Form (Attachment 12).
3. Liquidated damages shall be assessed against the Contractor if a score of less than ninety percent (90%) is received the Meal Tray Audit (Attachment 12) and/ or Kitchen Storage Monitoring form (Attachment 16) and the Contractor fails to correct any findings within a three (3) calendar day cure period. (see Attachment 9)
4. The Contractor shall send the TDMHSAS Food Service Director a copy of the Contractor's staff's training schedule and any related information as it pertains to staff training or preparedness as requested by the State.
5. Upon receipt of a completed MTMHI Customer Food Service Complaint form (see Attachment 13) from the State, the Contractor shall investigate the complaint, take corrective action to resolve it immediately if possible, and complete the Contractor's corrective action section at the bottom of the complaint form. For all complaints received by the Contractor, a completed complaint form with the plan for corrective action shall be emailed to the MTMHI Dietitian Supervisor and TDMHSAS Food Service Director within forty-eight (48) hours of receiving the complaint.
6. The Contractor shall participate in quarterly State Food and Nutrition Management Meetings to discuss and resolve areas of concern and complaints, up-date policies, and operational plans, identify opportunity for improvements, and maintain effective communication as it relates to this Contract.

7. The Contractor shall cooperate with the State's staff to meet the needs of both the State and Service Recipients. Identified problem areas shall be resolved to the satisfaction of the State. The Contractor and State shall meet routinely at an agreed upon schedule to discuss any concerns or resolve any problems that may arise.

h. Equipment and Cleanliness

1. The Contractor shall institute and maintain a Hazard Analysis Critical Control Point (HACCP) for all areas of the food service operation, revise the plan annually, and send a copy of the plan to the State Food Service Director or designee. A copy shall be maintained onsite and made available to the State upon request.
2. The Contractor shall take corrective action within twenty-four (24) hours and/or in a time frame agreed upon by all parties to remedy any reported meal monitoring and/or inspection findings after receiving written notification from the MTMHI Dietitian Supervisor and/or TDMHSAS Food Service Director. Within ten (10) calendar days after email receipt of written summary reports from the MTMHI Dietitian Supervisor and/or TDMHSAS Food Service Director, the Contractor shall create a written plan of corrective action for each finding and email the TDMHSAS Food Service Director and MTMHI Dietitian Supervisor a copy. For kitchen sanitation inspections, the TDMHSAS Food Service Director shall have authority to accept or reject the Contractor's written plan of corrective action and request plan revisions to meet established food safety inspection standards.
3. The Contractor shall provide all cleaning, sanitation, and set-up or breakdown, of Wall food preparation equipment and accessories in compliance with the Tennessee Department of Health standards (may be updated from time to time, but currently available at <https://sos.tn.gov/publications/services/effective-rules-and-regulations-of-the-state-of-tennessee>). These activities shall be conducted each day in preparation of service of the next meal (prior to the serving of the first meal of the day, in between each meal, after each meal, and at the conclusion of the last meal of the day).
4. The Contractor shall clean the floors daily. The Contractor shall remove any water sprayed or spilled on the floor, whether as a result of cleaning or by accident, by one of the following methods: mopping, vacuuming, or using a squeegee. No water shall be left standing or pooling on the floor.
5. The Contractor shall be responsible for the correct use and protection of all equipment and fixtures (see Attachment 11 for list) furnished by the State for the Contractor's use in performance of this Contract. At the conclusion of this Contract, whether by expiration or termination, all equipment and fixtures furnished by the State shall be returned to the State in good working order and condition. Should the equipment or fixtures furnished by the State be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the equipment or fixture at the time of loss.
6. The Contractor shall provide all supplies (e.g., trash bags, dishwashing accessories, and other cleaning supplies) to complete maintenance and clean-up at no additional costs to the State.

A.8. Additional Contractor Responsibilities

1. The Contractor acknowledges that MTMHI is a 24-hour facility, and the Contractor shall be staffed at all times under any circumstance, including but not limited to holidays, inclement weather, natural or civil emergencies.
2. The Contractor shall provide a detailed contingency plan for all possible emergencies, including but not limited to inclement weather or a natural or man-made disaster, and maintain an emergency bulk inventory of non-perishable items that allow for a minimum of three (3) days of food service (including meals, snacks, and beverages). The

inventory shall be rotated on a regular basis according to the FIFO method of stock rotation to ensure freshness.

3. During emergency situations, as determined by the State, the Contractor shall make all reasonable efforts to provide food services for employees who are required to work. In these emergency situations, advance notice and established ordering procedures shall be waived. Employee meals shall be available for purchase by employees using cash or card like on a normal operations day.
4. The Contractor shall be responsible for the following costs: telephone and mail services, office/computer supplies and equipment, including supplies for tray ticket preparation, vehicles, and any other items and costs in support of Contractor's operations.
5. Contract Implementation.
 - a. The Contractor shall provide an implementation plan and transition schedule for State approval within one (1) business day after the Effective Date of the Contract. The implementation plan and transition schedule shall be approved or reject by the State within one (1) business day; and
 - b. The Contractor shall commence implementation of services no later than seven (7) calendar days after the Effective Date of the Contract.
6. Contract Termination.
 - a. The Contractor shall, upon expiration or termination of this Contract, retain existing inventories of food and expendable supplies, with the option to remove said items or to sell them to the incoming Contractor at cost; and
 - b. The Contractor shall, upon expiration or termination of this Contract, clean and sanitize all food service equipment and areas prior to exiting the State's facility in compliance with the Tennessee Department of Health standards (may be updated from time to time, but currently available at <https://www.sos.tn.gov/effective-rules>).

A.9. State Responsibilities

- a. The State shall provide a master menu for regular and therapeutic diets. All meals served by the Contractor to the Service Recipients shall be based on these menus. A sample menu for three (3) weeks is provided in Attachment 6. Minor changes are made to the State's master menu twice a year.
- b. The State shall provide service recipient names and their prescribed diets for the preparation of meal tray ticket labels.
- c. The State shall provide the Patient Census Summary (see Attachment 14) to the Contractor each business morning for the most recent midnight service recipient count of "heads on beds at midnight." On weekend and holidays, Contractor shall refer to the most recent report provided.
- d. The State shall work with the Contractor to develop a delivery schedule and communicate any changes to the schedule as needed. (see Attachment 8 for current schedule)
- e. The State shall furnish, maintain, and repair the buildings, equipment, and fixtures that are not required to be maintained or repaired by the Contractor. The State shall maintain in a state of good repair and operation the following areas: kitchen, dining room, bathrooms, as well as electrical, plumbing, heating, air conditioning, ventilation systems, and fixtures. A list of equipment and fixtures can be found on Attachment 11.

- f. If the Contractor reasonably questions, in writing, the economic feasibility for the repair of a piece of equipment, the State shall have the equipment in question examined by an independent, authorized service technician, who shall provide to the State a written estimate for the cost and/or feasibility of repairs and compare the cost of repair to the cost of replacement, considering the remaining useful life of the equipment in question. If it is not cost-effective to repair the equipment in question when the equipment defect is due to normal wear and tear, rather than negligence on the part of the Contractor; then the equipment in question shall be considered and prioritized as to funds availability for replacement by the State.
 - g. On the date of receipt, the MTMHI Dietary Office staff shall email a copy of all completed and submitted MTMHI Customer Food Service Complaint forms (Attachment 13) to the Contractor and TDMHSAS Food Service Director.
 - h. The State shall review with the Contractor the results of any customer satisfaction and quality assurance surveys that may be associated with the Contractor's performance of this Contract. The Tennessee Quality Initiative Food Service Checklist (Attachment 10) shall be checked quarterly and as needed by the MTMHI Dietary Supervisor. A plan of correction for any quality initiative items that require improvement shall be completed within a follow-up date or corrected action taken. Failure to score at least ninety percent (90%) on each Tennessee Quality Initiative Food Service Checklist will result in Liquidated Damages if not corrected within the five (5) calendar day cure period as shown on Attachment 9, Liquidated Damages.
 - i. The TDMHSAS Food Service Director shall conduct biannual kitchen inspections and quarterly TQI inspections, create, and email written reports of the findings to the MTMHI Dietitian Supervisor and Contractor's Food Service Manager. In the inspection reports emailed to the Contractor, specific instructions with time frames are included for submitting a plan of corrective action. After receipt and review of the Contractor's plan of corrective action, the TDMHSAS Food Service Director shall send, by email, to the Contractor notification of the plan's acceptance or rejection and request for revisions. This process shall continue until the plan meets established food safety inspection standards. Liquidated damages, as outlined in Attachment 9, shall be assessed against the Contractor if each location TQI report score is less than ninety percent (90%) on two (2) consecutive TQI reports with no agreed upon action taken by the Contractor unless the findings are based on areas of control by the State. The MTMHI CEO or designee shall notify the TDMHSAS Food Service Director by email at the time liquidated damages are assessed against the Contractor.
 - j. The State shall review and, as necessary, recommend changes to the Contractor's policies and procedures for all areas of its operation.
 - k. The State shall provide a main kitchen facility in the Main Building. The State shall provide fire protection and utilities including water, electricity, and gas.
 - l. The State shall make reasonable, at the discretion of the State, accommodations regarding use and occupancy of the premises.
 - m. The MTMHI Dietitian Supervisor shall conduct meal monitoring using the meal tray audit form in Attachment 12 to verify accuracy of the service recipient's diets that are sent on the meal trays, and email copies of the reports to the Contractor's Food Service Manager and TDMHSAS Food Service Director.
- A.10. 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.11. 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:

- B.1. This Contract shall be effective on July 1, 2024 ("Effective Date") and ending on June 30, 2029 ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
- B.2. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

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:

Amount (per compensable increment)					
Food Service Description (includes Food and Labor)	Year 1 July 1, 2024 To June 30, 2025	Year 2 July 1, 2025 To June 30, 2026	Year 3 July 1, 2026 To June 30, 2027	Year 4 July 1, 2025 To June 30, 2026	Year 5 July 1, 2026 To June 30, 2027
Daily Service Recipients Meals and Snacks	\$xx.xx per Resident Day	\$xx.xx per Resident Day	\$xx.xx per Resident Day	\$xx.xx per Resident Day	\$xx.xx per Resident Day
Employee Meals (purchased by Employees using cash or credit/debit card at register, includes beverage)	\$xx.xx per meal	\$xx.xx per meal	\$xx.xx per meal	\$xx.xx per meal	\$xx.xx per meal
Emergency Employee Meals (sandwich, chips, fruit, and beverage)	\$xx.xx per meal	\$xx.xx per meal	\$xx.xx per meal	\$xx.xx per meal	\$xx.xx per meal
Catered Hot Meals (entrée, starch, vegetable, roll, and beverage)	\$xx.xx per meal	\$xx.xx per meal	\$xx.xx per meal	\$xx.xx per meal	\$xx.xx per meal
Catered Cupcakes	\$xx.xx each	\$xx.xx each	\$xx.xx each	\$xx.xx each	\$xx.xx each
Catered Hot Coffee, Tea, and Punch (includes cream, sugar, stir sticks, etc.)	\$xx.xx per serving	\$xx.xx per serving	\$xx.xx per serving	\$xx.xx per serving	\$xx.xx per serving
Catered Bottled Water	\$xx.xx per serving	\$xx.xx per serving	\$xx.xx per serving	\$xx.xx per serving	\$xx.xx per serving
Catered Mixed Nuts	\$xx.xx per serving	\$xx.xx per serving	\$xx.xx per serving	\$xx.xx per serving	\$xx.xx per serving
Catered Mints	\$xx.xx per serving	\$xx.xx per serving	\$xx.xx per serving	\$xx.xx per serving	\$xx.xx per serving
Catered Danish or Muffin Tray	\$xx.xx per serving	\$xx.xx per serving	\$xx.xx per serving	\$xx.xx per serving	\$xx.xx per serving
Catered Fruit or Vegetable Tray	\$xx.xx per serving	\$xx.xx per serving	\$xx.xx per serving	\$xx.xx per serving	\$xx.xx per serving
Catered Birthday or Special Occasion Half- Sheet Cake	\$xx.xx per half sheet cake	\$xx.xx per half sheet cake	\$xx.xx per half sheet cake	\$xx.xx per half sheet cake	\$xx.xx per half sheet cake
Catered Birthday or Special Occasion Angel Food Cake	\$xx.xx each	\$xx.xx each	\$xx.xx each	\$xx.xx each	\$xx.xx each

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:

Middle Tennessee Mental Health Institute
Attention Financial Services
221 Stewarts Ferry Pike
Nashville, TN 37214

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: Department of Mental Health and Substance Abuse Services; Middle Tennessee Mental Health Institute;
- (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:

Joyce Kovacs, LCSW, Chief Executive Officer
Tennessee Department of Mental Health and Substance Abuse Services
Middle Tennessee Mental Health Institute
221 Stewarts Ferry Pike
Nashville, TN 37214
Email: Joyce.Kovacs@tn.gov
Telephone # (615) 902-7553
FAX # (615) 902-7541

Eric Doxy, Psychiatric Hospital Administrator
Tennessee Department of Mental Health and Substance Abuse Services
Middle Tennessee Mental Health Institute
221 Stewarts Ferry Pike
Nashville, TN 37214
Email: Eric.Doxy@tn.gov
Telephone # (615) 902-7538
FAX # (615) 902-7427

Marsha L. Coopridier, Psychiatric Hospital Fiscal Director II
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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 by submitting to the State a completed Attestation (accessible through the Edison Supplier Portal) and included at Attachment 1, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless 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 Attachments 1 through 17;
 - 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. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than five million dollars (\$5,000,000) per occurrence or claim and five million dollars (\$5,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.

e. Crime Insurance

- 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
- 2) Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

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 Tenn. Code Ann. § 12-4-119.

D.36. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Tenn. Code Ann. § 12-3-515, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Tenn. Code Ann. § 12-3-515, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

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 Request for Proposals ("RFP") 33911-20000 (RFP Attachment 6.2. – Section B, Item B.15.) 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. 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.
- E.4. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less 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.5. 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.6. 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.7. Performance Bond. The Contractor shall provide to the State a performance bond guaranteeing full and faithful performance of all undertakings and obligations under this Contract, specifically faithful performance of the work in accordance with the plans, specifications, and contract documents. The performance bond shall be in an amount equal to ten percent (10%) of the Maximum Liability, **Written Dollar Amount (\$Number)**. The State reserves the right to review the bond amount and bonding requirements at any time during the Term. The Contractor shall submit the bond no later than the day immediately preceding the Effective Date and in the manner and form prescribed by the State at Attachment 2. The bond shall be issued by a company licensed to issue such a bond in the state of Tennessee. The performance bond shall guarantee full and faithful performance of all undertakings and obligations for the Term, as the Contract is extended or renewed.

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

- E.8. Liquidated Damages. If any event giving rise to liquidated damages as detailed in Attachment 9 occurs, 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 9 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.
- E.9. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.
- E.10. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.
- E.11. Drug-Free Workplace. The Contractor shall provide a drug-free workplace pursuant to the Drug-Free Workplace Act of 1988, Title 41 U.S.C. §§ 701, *et seq.*, and the regulations in Title 41 U.S.C.A. §§ 8101 through 8106.

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

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

- E.13. Additional Subcontracting Requirements. Contractor shall ensure in all subcontracts between it and Contractor's State approved subcontractors that each subcontract shall contain the sections of "Confidentiality of Records", "HIPAA Compliance", and "Rule 2 Compliance" (as identified by the section headings) as these may be modified from time to time. Notwithstanding any use of State approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed by its subcontractors or other providers of goods or services.
- E.14. Rule 2 Compliance. The State and the Contractor shall comply with the obligations under Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations as codified at 42 CFR §§ 2.1, *et seq.* ("Rule 2").
- a. The Contractor warrants to the State that it is familiar with the requirements of Rule 2 and its accompanying regulations, and that it will comply with all requirements imposed by Rule 2 during the Term of this Contract.
 - b. The Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by Rule 2 during the Term of this Contract.
 - c. The State and the Contractor will execute such documents, including but not limited to business associate agreements, as required by Rule 2 that are reasonably necessary for the State and the Contractor to comply with Rule 2. This provision shall not apply if information received by the

State under this Contract is NOT "protected health information" as defined by Rule 2 or if Rule 2 permits the State to receive such information without entering into a business associate agreement or other agreement.

- E.15. Americans with Disabilities Act. The Contractor must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: <http://www.ada.gov>.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES:

MARIE WILLIAMS, COMMISSIONER

DATE

ATTACHMENT 1

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 2
BOND No.#

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor name

Contractor address

Contractor telephone

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

Surety name

Surety address

Surety telephone

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

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

WHEREAS, Principal has entered into a contract with State for Cook-Serve Comprehensive Food Services Program (Solicitation No. #) (the “Contract”) in accordance with the scope of services and deliverables (the “Scope”) set forth in Section A of the Contract.

THE CONDITION OF THIS BOND is that if Principal:

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

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

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

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

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

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

Signed, sealed and delivered
In the presence of:

PRINCIPAL:

Contractor name

By: _____
(Contractor's authorized signatory)

(Printed name and title)

STATE OF TENNESSEE

COUNTY OF _____

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

Notary Public

Printed Name: _____

Commission Expires: _____

Signed, sealed and delivered
In the presence of:

SURETY:

Surety name

By: _____
(Surety's authorized signatory)

(Printed name and title)

STATE OF TENNESSEE

COUNTY OF _____

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

Notary Public

Printed Name: _____

Commission Expires: _____

REVIEW

ATTACHMENT 3



Average Daily Census Projections*

	MTMHI ADC	Calendar Days	Total Billable Days
7/1/2024 – 6/30/2025	186	365	67,890
7/1/2025 – 6/30/2026	186	365	67,890
7/1/2026 – 6/30/2027	186	365	67,890
7/1/2027 – 6/30/2028	186	365	67,890
7/1/2028 – 6/30/2029	186	365	67,890
Totals		1825	339,450

*Projections are not actual Average Daily Census (ADC) numbers. The actual ADC may be more or less. This number is an estimate and creates no rights, interests, or claims of entitlement in the Contractor and shall not be construed as any type of volume guarantee or minimum quantity.

ATTACHMENT 4



Middle Tennessee
Mental Health Institute

Enhanced Meal Service Main Dining Room Weekly Schedule

Monday through Friday

Breakfast 6:30 AM – 8:30 AM

Lunch 11:00 PM – 1:00 PM

Dinner 4:30 PM – 6:30 PM

Saturday and Sunday all Service Recipients eat on their units.

Service Recipients who may take advantage of the Enhanced Meal Service is estimated at ninety- two (92) Service Recipients per meal, per day.

Estimation numbers are based upon the Average Daily Census (ADC).

Meals provided for the Enhanced Meal Service are not to differ from meals provided to Service Recipients dining on the units.

There is an average daily closure of the MTMHI Main Dining Room six (6) to eight (8) times per year for Facility events.

Service Recipients and employees will have the same mealtimes in main dining room.

ATTACHMENT 5



Catering Events and Numbers

Catering numbers below are based on Calendar Year 2023 information

Service Recipient Events	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Birthday or Seasonal Parties	0	0	0	0	0	0	0	0	0	1	0	0	1

Staff Events	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Meeting Refreshments (outside group)	0	0	0	1	0	0	0	0	0	0	0	0	1
Emergency Staff Meals	0	0	0	0	0	0	0	0	0	0	0	0	0
Receptions, Recognitions	0	0	0	0	1	1	0	2	1	0	0	0	5
Employee Meeting Refreshments	0	0	0	0	0	0	0	0	0	0	0	0	0
Overall Totals	0	0	0	1	1	1	0	2	1	1	0	0	7

ATTACHMENT 6

Sample Menu (Week 1)

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Breakfast						
1/3 cup Scrambled Eggs	1 Biscuit (2.25 oz)	1/3 cup Scrambled Eggs	1 Sausage Patty (1.5 oz)	1 Egg Omelet (3.5 oz)	1 Egg Patty (1.5 oz)	2 Boiled Eggs
1 Sausage Patty (1.5 oz)	Pepper Gravy (2 oz)	1 Chicken Patty (3 oz)	½ cup Oatmeal	2 Raisin Bread (1.24 oz)	1 Sausage Patty (1.5 Oz)	1 Sausage Patty (1.5 Oz)
2 Pancakes (1.7 oz)	1 Cold Cereal (1 oz)	1 Biscuit (2.25 oz)	1 Bagel (3 oz)	1 Cold Cereal (1 oz)	2 Pancakes (1.7 oz)	1 Hashbrown (2 oz)
1 Syrup (1.5 oz)	½ cup Mixed Fruit	1 Margarine (5 gm)	1 Cream Cheese (1 oz)	½ cup Pineapples	1 Syrup (1.5 oz)	1 Cold Cereal (1 oz)
1 Margarine (5 gm)	1 Margarine (5 gm)	1 Jelly (10 gm)	1 Margarine (5 gm)	1 Margarine (5gm)	1 Margarine (5 gm)	½ cup Pears
½ cup Tropical Fruit	1 Jelly (10 gm)	1 Juice (4 oz)	1 Jelly (10 gm)	1 Jelly (10 gm)	½ cup Apples (F)	1 Ketchup (9 gm)
1 Milk (8 oz)	1 Milk (8 oz)	1 Milk (8 oz)	½ cup Pears	1 Milk (8 oz)	1 Milk (8 oz)	1 Milk (8 oz)
			1 Milk (8 oz)			
(RD)-Regular Diet	(AOD)-All Other Diets				(F)-Fresh	(©)-Canned
Lunch						
4 oz Sloppy Joe	1 Meatloaf (3.15 oz)	1 BBQ Chicken (3 oz)	1 Meatballs (3 oz)	1 Salisbury Steak (3 oz)	1 cup Lasagna	1 Grilled Chicken (3 oz)
¾ cup Capri Blend Veg.	2 oz Brown Gravy	½ cup Potato Salad	½ cup Pasta Salad	2 oz Brown Gravy	½ cup Tossed Salad	2 oz Chicken Gravy
½ cup Tater Tots	¾ cup Green Beans	¾ cup Peas & Carrots	¾ cup Cali. Blend Veg.	½ cup Mashed Potatoes	¾ cup Broccoli	½ cup Macaroni Salad
½ cup Tossed Salad	½ cup Mashed Potatoes	½ cup Baked Beans	2 oz Mozzarella Cheese	¾ cup Green Beans	1 Texas Toast	½ cup Roasted Potatoes
1 Cupcake (RD 1.15 oz)	½ cup Tossed Salad	½ cup Wheat Bread	1 Marinara Sauce (2.5 oz)	½ cup Macaroni Salad	½ cup Chocolate Pudding	¾ cup Yellow Squash
1 Banana (AOD)	½ cup Pineapples	½ cup Raisins	2 oz Shredded Lettuce	½ cup tropical Fruit	1 Dressing (1.5 oz)	1 Roll (0.75 oz)
1 Bun (1.72 oz)	1 Roll (0.75 oz)	1 BBQ Sauce	1 Bun (1.72 oz)	1 Roll (0.75 oz)	1 Beverage (8 oz)	1 Margarine (5gm)
1 Dressing (1.5 oz)	1 Margarine (5gm)	1 Margarine (5gm)	½ cup Peaches	1 Margarine (5gm)		1 Sugar Cookie (1 oz RD)
1 Ketchup (9 gm)	1 Dressing (1.5 oz)	1 Beverage (8 oz)	1 Beverage (8 oz)	1 Beverage (8 oz)		½ cup Applesauce (AOD)
1 Beverage (8 oz)	1 Beverage (8 oz)					1 Beverage (8 oz)
(RD)-Regular Diet	(AOD)-All Other Diets				(F)-Fresh	(©)-Canned
Dinner						
1 cup Chili with Beans	1 Breaded Fish (3 oz)	4 Beef Fingers (1 oz)	3 Chicken Tenders (1.5 oz)	1 Hamburger (2.1 oz)	1 Asian Chicken (4 oz)	1 Beef & Bean Burrito (4 oz)
¾ cup Whole K. Corn	½ cup Rice Pilaf	2 oz Pepper Gravy	½ cup Mac & Cheese	½ cup Potato Salad	½ cup Fried Rice	¾ cup Mexican Rice
¾ cup Carrots	½ cup Coleslaw	½ cup French Fries	¾ cup Green Beans	¾ cup Broccoli	¾ cup Asian Blend Veg.	½ cup Spanish Rice
½ cup Tossed Salad	½ cup Mixed Veg.	¾ cup Spinach	½ cup Tossed Salad	1 Bun (1.72 oz)	¾ cup Three Bean Salad	½ cup Peaches
1 Corn Bread (2.1 oz)	3 Hush Puppies (1 oz)	¾ cup Three Bean Salad		1 oz Cheese	½ cup Raisins	2 oz Shredded Lettuce
½ cup Mand. Oranges	½ cup Apple Slices (F)	1 Cornbread Muffin	1 Roll (0.75 oz)	1 Tomato Slice	1 Roll (0.75 oz)	2 oz Diced Tomatoes
1 Dressing (1.5 oz)	1 Tartar Sauce	½ cup Apple Slices (AOD)	1 Margarine (5gm)	2 oz Lettuce	1 Margarine (5gm)	2 oz Shredded Cheese
1 Margarine (5gm)	1 Beverage (8 oz)	1 Choc. Muffin (2 oz RD)	1 Dressing (1.5 oz)	2 Pickle Slices	1 Soy Sauce (6 ml)	1 Sour Cream (1 oz)
1 Beverage (8 oz)		1 Margarine (5gm)	1 Honey Mustard (12 gm)	1 Mustard (12 gm)	1 Beverage (8 oz)	1 Picante Sauce (0.5 oz)
		1 Dressing (1.5 oz)	1 Beverage (8 oz)	1 Mayo (9 gm)		1 Beverage (8 oz)
		1 Ketchup (9 gm)		1 Ketchup (9 gm)		
		1 Beverage (8 oz)		1 Beverage (8 oz)		

Sample Menu (Week 2)

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Breakfast						
3 oz Scrambles Eggs	1 Sausage Patty (1.5 oz)	3 French Toast Sticks (2.6 oz)	1 Steak Fritter (3.2 oz)	1 Egg Omelet (3.5 oz)	1 Egg Patty (1.5 oz)	2 Boiled Eggs
1 Sausage Patty (1.5 oz)	1 English Muffin (2 oz)	1 Chicken Patty (3 oz)	1 Biscuit (2.5 oz)	2 Raisin Bread (1.24 oz)	1 Sausage Patty (1.5 oz)	1 Sausage Patty (1.5 oz)
1 Hashbrown (2 oz)	½ cup Oatmeal	1 Cold Cereal (1 oz)	2 oz Pepper Gravy	1 Cold Cereal (1 oz)	½ cup Grits	1 Hashbrown (2 oz)
½ cup Pears	½ cup Raisins	1 Syrup (1.5 oz)	½ cup Apple Slices (©)	½ cup Applesauce	½ cup Pears	1 Cold Cereal (1 oz)
1 Ketchup (9 gm)	1 Margarine (5 gm)	1 Margarine (5 gm)	1 Margarine (5 gm)	1 Margarine (5 gm)	1 Margarine (5 gm)	1 Margarine (5 gm)
1 Milk (8 oz)	1 Jelly (10 gm)	1 Juice (4 oz)	1 Jelly (10 gm)	1 Jelly (10 gm)	1 Milk (8 oz)	1 Ketchup (9 gm)
	1 Milk (8 oz)	1 Milk (8 oz)	1 Milk (8 oz)	1 Milk (8 oz)		1 Jelly (10 gm)
						1 Juice (4 oz)
						1 Milk (8 oz)
RD)-Regular Diet	(AOD)-All Other Diets				(F)-Fresh	(©)-Canned
Lunch						
3 Chicken Tenders	1 Beef Fritter (3.2 oz)	1 Breaded Fish (3 oz)	3 oz Taco Meat	1 Hamburger (2.1 oz)	1 cup Beef Stew	Chicken Nuggets (5 pcs)
½ cup Tater Tots	2 oz Pepper Gravy	½ cup Rice Pilaf	½ cup Spanish Rice	½ cup Tater Tots	1 Grilled Cheese	½ cup French Fries
¾ cup Carrots	½ cup Mashed Potatoes	½ cup Coleslaw	½ cup Pinto Beans	½ cup Apple Slices (©)	½ cup Winter Blend Veg.	¾ cup Mixed Veg.
½ cup Pineapples	¾ cup Green Beans	3 Hushpuppies (1 oz)	½ cup Tropical Fruit	2 oz Lettuce	¾ cup Three Bean Salad	½ cup Macaroni Salad
2 oz Lettuce/ 1 Tomato	1 Roll (0.75 oz)	1 Banana	2 oz Lettuce/ 1 Tomato	1 Tomato Slice	½ cup Pineapples (AOD)	½ cup Peaches
1 Roll (0.75 oz)	1 Fig Bar (RD 1.5 oz)	1 Tartar Sauce (12 gm)	2 oz Shredded Cheese	2 Pickles	1 Cupcake (RD)	1 Roll (0.75 oz)
1 Mustard (12 gm)	½ cup Peaches (AOD)	1 Beverage (8 oz)	1 oz Sour Cream	1 Bun (1.72 oz)	1 Crackers (2 pk)	1 Margarine (5 gm)
1 Mayo (9 gm)	1 Margarine (5 gm)		1 Flour Tortilla (1 oz)	1 Must/Mayo/Ketch	1 Beverage (8 oz)	1 Ketchup (9 gm)
1 Ketchup (9 gm)	1 Beverage (8 oz)		1 Taco Sauce (9 gm)	1 Beverage (8 oz)		1 BBQ Sauce (12 gm)
1 Beverage (8 oz)			1 Beverage (8 oz)			1 Beverage (8 oz)
RD)-Regular Diet	(AOD)-All Other Diets				(F)-Fresh	(©)-Canned
Dinner						
Polish Sausage (3 oz)	4 oz Sloppy Joes	1 Cheese Pizza (4.56 oz)	Spaghetti (4 oz)	1 Pork Rib Patty (3 oz)	1 Grilled Chicken (3 oz)	1 Beef & Bean Burrito (4 oz)
½ cup Whole Potatoes	½ cup French Fries	½ cup Tossed Salad	Meat Sauce (4 oz)	½ cup Potato Salad	2 oz Chicken Gravy	¾ cup Mexican Corn
¾ cup Green Peas	¾ cup Carrots	¾ cup Corn	½ cup Tossed Salad	¾ cup Capri Blend Veg.	½ cup Sliced Potatoes	½ cup Spanish Rice
¾ cup Three Bean Salad	½ cup Coleslaw	½ cup Tropical Fruit	¾ cup Broccoli	½ cup Pinto Beans	¾ cup Carrots	½ cup Peaches
½ cup Mixed Fruit	1 Bun (1.72 oz)	1 Dressing (1.5 oz)	1 Texas Toast	½ cup Peaches	½ cup Tossed Salad	2 oz Shredded Lettuce
1 Roll (0.75 oz)	½ cup Apple Slices (F)	1 Beverage (8 oz)	1 Cupcake (1.15 oz RD)	1 Roll (0.75 oz)	½ cup Mixed Fruit	2 oz Diced Tomatoes
1 Margarine (5 gm)	1 Ketchup (9 gm)		½ cup Mand. Oranges (AOD)	1 Margarine (5 gm)	1 Roll (0.75 oz)	2 oz Shredded Cheese
1 Beverage (8 oz)	1 Beverage (8 oz)		1 Beverage (8 oz)	1 Beverage (8 oz)	1 Margarine (5 gm)	1 Sour Cream (1 oz)
					1 Beverage (8 oz)	1 Picante Sauce (0.5 oz)
						1 Beverage (8 oz)

Sample Menu (Week 3)

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Breakfast						
3 oz Scrambled Eggs	1 Biscuit (2.25 oz)	3 oz Scrambled Eggs	3 oz Scrambled Eggs	1 Egg Omelet (3.5 oz)	1 Egg Patty (1.5 oz)	2 Boiled Eggs
1 Chicken Patty (3 oz)	2 oz Pepper Gravy	1 Sausage Patty (1.5 oz)	1 Bagel (3 oz)	1 Sausage Patty (1.5 oz)	1 Waffle (4")	1 Sausage Patty (1.5 oz)
1 English Muffin (2 oz)	1 Sausage Patty (1.5 oz)	1 Muffin (2 oz)	1 Cold Cereal (1 oz)	½ cup Grits	½ cup Oatmeal	1 Hashbrown (2 oz)
½ cup Mand. Oranges	½ cup Apple Slices (F)	1 Cold Cereal (1 oz)	½ cup Applesauce	1 Margarine (5 gm)	½ cup Raisins	1 Croissant (2 oz)
1 Margarine (5 gm)	1 Margarine (5 gm)	½ cup Peaches	1 Cream Cheese (1 oz)	1 Jelly (10 gm)	1 Margarine (5 gm)	1 Ketchup (9 gm)
1 Jelly (10 gm)	1 Jelly (10 gm)	1 Milk (8 oz)	1 Margarine (5 gm)	1 Milk (8 oz)	1 Syrup (1.5 oz)	1 Margarine (5 gm)
1 Milk (8 oz)	1 Milk (8 oz)		1 Jelly (10 gm)		1 Milk (8 oz)	1 Jelly (10 gm)
			1 Milk (8 oz)			1 Milk (8 oz)
RD)-Regular Diet	(AOD)-All Other Diets				(F)-Fresh	(©)-Canned
Lunch						
3 oz Chicken Fajita	3 Chicken Tenders (1.5 oz)	3 Meatballs (1 oz)	Chicken Nuggets (5)	1 Cheese Pizza (4.56 oz)	3 Chicken Tenders (1.5 oz)	1 cup Pot Roast
½ cup Rice	½ cup Rice Pilaf	½ cup Ital. Pasta Salad	½ cup Mashed Potatoes	½ cup French Fries	½ cup Mac & Cheese	2 oz Brown Gravy
½ cup Black Beans	¾ cup Green Beans	¾ cup Corn	¾ cup Green Beans	½ cup Tossed Salad	¾ cup Cauliflower	½ cup Rice
½ cup Applesauce	½ cup Potato Salad	½ cup Tropical Fruit	½ cup Tossed Salad	1 Dressing (1.5 oz)	½ cup Tossed Salad	¾ cup Spinach
2 oz Shredded Lettuce	½ cup Pineapples	2 oz Mozzarella Cheese	½ cup Pears (AOD)	½ cup Tropical Fruit	1 Roll (0.75 oz)	½ cup Macaroni Salad
2 oz Diced Tomatoes	1 Roll (0.75 oz)	1 Marinara Sauce (2.5 oz)	1 Fig Bar (1.5 oz RD)	1 Ketchup (9 gm)	½ cup Pears	½ cup Mand. Oranges
1 Flour Tortilla (1 oz)	1 Margarine (5 gm)	1 Bun (1.72 oz)	1 Dressing (1.5 oz)	1 Beverage (8 oz)	1 Dressing (1.5 oz)	1 Roll (0.75 oz)
1 Sour Cream (1 oz)	1 Beverage (8 oz)	1 Beverage (8 oz)	1 Beverage (8 oz)		1 Margarine (5 gm)	1 Margarine (5 gm)
1 Beverage (8 oz)					1 Honey Mustard (12 gm)	1 Beverage (8 oz)
					1 Beverage (8 oz)	
RD)-Regular Diet	(AOD)-All Other Diets				(F)-Fresh	(©)-Canned
Dinner						
1 Porkchop Fritter (3 oz)	1 Beef & Bean Burrito (4 oz)	1 Grilled Chicken (3 oz)	3 oz Polish Sausage	1 Beef Fritter (3.2 oz)	1 Hamburger (2.1 oz)	1 Diced Grilled Chicken
2 oz Pork Gravy	½ cup Coleslaw	¾ cup Carrots	½ cup Roasted Potatoes	2 oz Pepper Gravy	¾ cup Green Beans	6 oz Fettuccini Noodles
½ cup Mashed Potatoes	¾ cup Corn	¾ cup Broccoli	¾ cup Mixed Veg.	½ cup Sliced Potatoes	½ cup Potato Salad	2 oz Alfredo Sauce
¾ cup Carrots	¾ cup Turnip Greens	½ cup Tossed Salad	½ cup Potato Salad	¾ cup Cali. Blend Veg.	2 oz Shredded Lettuce	¾ cup Mixed Veg.
½ cup Tossed Salad	1 Choc. Cake (3 oz RD)	1 Dressing (1.5 oz)	¾ cup Turnip Greens	½ cup Apple Slices (F)	1 Tomato Slice	½ cup Tossed Salad
½ cup Pears	½ cup Mix. Fruit (AOD)	½ cup Apples (©)	½ cup Raisins	1 Cornbread Muffin (2.1 oz)	2 Pickle Slices	1 Dressing (1.5 oz)
1 Dressing (1.5 oz)	1 Taco Sauce (9 gm)	1 Roll (0.75 oz)	1 Roll (0.75 oz)	1 Margarine (5 gm)	½ cup Peaches (AOD)	½ cup Mixed Fruit
1 Roll (0.75 oz)	1 Beverage (8 oz)	1 Margarine (5 gm)	1 Margarine (5 gm)	1 Beverage (8 oz)	1 Blueberry Muffin (2 oz RD)	1 Texas Toast
1 Margarine (5 gm)		1 Sweet & Sour Sauce (1 oz)	1 Beverage (8 oz)		1 Bun (1.72 oz)	1 Beverage (8 oz)
1 Beverage (8 oz)		1 Beverage (8 oz)			1 Cheese Slice (1 oz)	
					1 Must/Mayo/Ketch	
					1 Beverage (8 oz)	

ATTACHMENT 7



Department of
**Mental Health &
Substance Abuse Services**

Middle Tennessee
Mental Health Institute

Sample Nutrition Therapy and Diet Restrictions

Nutrition Therapy or Diet Restrictions	# of Service Recipients*	Comments
Calorie Controlled	30	1800
Diabetes	30	Carbohydrate controlled, zero concentrated sweets
Heart Healthy	30	Low fat, low sodium for HTN, HLD, etc.
GERD	1	Low fat, low acidity
Low Potassium	1	
Fluid Restricted	1	
Gluten Free	3	Average three patients with this restriction
Renal	1	Low sodium, low potassium
Vegetarian	15	No meat
Vegan	7	No meat, dairy, or eggs
Clear Liquid	0	Common when patients are ill
Full Liquid	0	Common when patients are ill
High Fiber	16	For constipation
Low Residue	0	
Religious	12	Muslim, Hindu, Kosher, etc.
Dysphagia	15	Ground, Diced, Pureed, etc.
Finger Foods	4	
Allergy Restricted	14	Specifically, milk/lactose, soy, etc.
High Calorie Needs	3	
Low Purine	0	
Low Microbial	3	For isolation
Metabolic Syndrome	0	
Sobriety Nutrition	0	

*Numbers are based upon Average Daily Census (ADC) of one hundred eighty-six (186) at the State's Facility and are recorded from a single date as an example. This example shall create no rights, interests, or claims of expectation or entitlement in the contractor and shall not be construed as any type of volume guarantee.

ATTACHMENT 8Middle Tennessee
Mental Health Institute

Regularly Scheduled Mealtimes for the State's Main Building and Forensic Services Program (FSP) Building*

ETP Units	Breakfast	Lunch	Dinner
A	6:30 AM – 7:00 AM	11:00 AM – 11:30 PM	4:30 PM – 5:00 PM
B	7:00 AM – 7:30 AM	11:30 AM – 12:00 PM	5:00 PM – 5:30 PM
D	7:30 AM – 8:00 AM	12:00 PM – 12:30 PM	5:30 PM – 6:00 PM
E	8:00 AM – 8:30 AM	12:30 PM – 1:00 PM	6:00 PM – 6:30 PM

The ETP units above shall engage in off-unit dining. ETP service recipient trays shall be plated as they make their way through the cafeteria. Each ETP unit shall have thirty (30) minutes to eat in the main dining room. Mealtimes shall run consecutively with no breaks per meal period. Food shall be prepared in batches to ensure freshness and quality. Service recipient trays shall be delivered to the unit entrance if unit is on a soft close. State employees may purchase meals in main dining room cafeteria during these same mealtimes, above.

ATP/FSP Units	Breakfast	Lunch	Dinner
C	7:30 AM – 8:00 AM	11:30 AM – 12:00 PM	4:30 PM – 5:00 PM
F	7:30 AM – 8:00 AM	11:30 AM – 12:00 PM	4:30 PM – 5:00 PM
I	7:30 AM – 8:00 AM	11:30 AM – 12:00 PM	4:30 PM – 5:00 PM
FSP	6:00 AM – 6:30 AM	12:00 PM – 12:30 PM	6:00 PM – 6:30 PM

The ATP and FSP units above shall engage in on-unit dining. Trays shall be plated and delivered via food carts to each ATP unit door at the times specified above. Each unit shall have thirty (30) minutes to eat. Contractor shall plate and drive meals to FSP building and deliver meals on food carts to inside front lobby for entire building.

Snacks Times for the State's Main Building and Forensic Services (FSP) Building*

	Main Building (ATP and ETP)	FSP
Afternoon	3:00 PM	3:00 PM
Evening	8:00 PM	8:00 PM

*The State reserves the right to adjust the mealtime and snack schedule or food service location and shall communicate any changes to the Contractor once the changes are known.

ATTACHMENT 9



Department of
**Mental Health &
Substance Abuse Services**

Middle Tennessee
Mental Health Institute

LISTING OF LIQUIDATED DAMAGES

Breach Event	Cure Period	Damages Per Day After Cure Period
A. Failure to maintain sanitary conditions in the State's Main Building kitchen	Two (2) Calendar Days	\$1,000.00
B. Failure to correct Kitchen and Storage Monitoring findings within designated timeframe	Three (3) Calendar Days	\$500.00
C. Failure to adequately staff food service areas as outlined in the Scope of Services (Section A)	Two (2) Calendar Days	\$500.00
D. Failure to send the correct meal tray for each service recipient at a ninety percent (90%) accuracy rate as scored on the Meal Tray Audit	Three (3) Calendar Days	\$500.00
E. Failure to score at least eighty percent (90%) on each Tennessee Quality Initiative Food Service Checklist	Five (5) Calendar Days	\$500.00
F. Failure to keep enough food and supplies on hand for daily and emergency food service as outlined in the Scope of Service (Section A)	Five (5) Calendar Days	\$500.00
G. In a one (1) week period, failure to provide food service to more than one (1) catered event as scheduled	Five (5) Calendar Days	\$500.00
H. After a one (1) week period, failure to comply with the State's verbal or written requests in regard to policy or procedure changes for all areas of the food service operation	Five (5) Calendar Days	\$500.00
I. Failure to maintain insurance and records as outlined in the Contract	Ten (10) Calendar Days	\$500.00
J. Failure to maintain the facility and equipment as required in the Contract	Fourteen (14) Calendar Days	\$750.00

ATTACHMENT 10

Middle Tennessee
Mental Health InstituteTENNESSEE QUALITY INITIATIVE
FOOD SERVICE CHECKLISTLOCATION: MTMHI Kitchen

INSPECTION DATE: _____

NO = Not Observed; NA = Not Applicable		COMPLIANCE	
PERSONAL HYGIENE		YES	NO
1. Employees are free from open skin lesions and any communicable infections as specified by Infection Control Policy.			
2. Employees have thoroughly washed hands and exposed portions of arms with soap and water before starting work, during work as often as necessary to keep them clean, and after using the toilet, smoking, chewing tobacco or gum, or dipping snuff.			
3. Employees have on clean clothing, with clean aprons, appropriate hair restraints, (hair nets, bonnets), and low heel, nonskid sturdy shoes.			
4. Employees have clean, closely trimmed fingernails, (means no longer than the end of the finger), no fingernail polish, and no jewelry.			
5. All employees wear gloves while handling food and change them as often as needed to prevent contamination (checked monthly at random intervals).			
GENERAL SANITATION			
6. No smoking, chewing tobacco, dipping snuff, eating, drinking, or gum chewing allowed where foods are being prepared, processed, or served.			
7. Hand washing facilities have hot and cold water, soap, and disposable towels.			
8. Floors are scrubbed and cleaned daily.			
9. Garbage cans have impervious plastic liners, tight fitting lids, emptied daily, and cleaned and sanitized weekly.			
10. Outside windows and doors are closed where no screens are provided.		N/A	N/A
11. All dumpsters/compactors are kept closed and locked, if required.		N/A	N/A
12. Lighting, ventilation, and humidity are controlled to prevent condensation of moisture and growth of molds.			
13. Work surfaces, utensils, and equipment are cleaned and sanitized after each period of use. Cleaning cloths are stored in a sanitizing solution between uses.			
14. Refrigerators and freezers are cleaned weekly or as necessary. *Including fans.			
15. Freezers are defrosted as needed to ensure maximum efficiency.			
16. Thermometers are in all refrigerators and freezers, and temperature logs are filled out daily and documented with any detailed corrective action taken.			
17. Dish machine's gauges work properly, and the final rinse water temperature is recorded on a temperature log at least three times a day.		N/A	N/A
18. All kitchen ware such as trays are checked for cleanliness as they are removed from dish machine and then air-dried on appropriate drying racks.		N/A	N/A
19. Dish machines are cleaned after each meal and de-limed at least once per week.		N/A	N/A
20. Plastic-ware, trays, or similar items that are chipped, cracked, or excessively stained are discarded.			
21. Disposable containers and utensils are discarded after one use.			

NO = Not Observed; NA = Not Applicable		COMPLIANCE	
FOOD QUALITY		YES	NO
22. Upon receipt, products are inspected for quality and quantity.			
23. Supplies are clearly labeled, dated, and stored in a safe and sanitary location, and stock properly rotated (FIFO).			
24. All frozen meats, fish, and poultry are thawed gradually under refrigeration, and individual breaded items are cooked before thawing.			
25. All food items from daily menu are placed on a tray, covered, and dated, and maintained for forty-eight (48) hours.			
26. The final reheating temperature of the retherm tray system is checked daily at each service location and immediate corrective action is taken to ensure hot menu items are reheated to at least 165°F or higher and held at 140°F or higher. (Tray temperatures are kept in a log at each service location.)			
27. Time-control-for-safety foods are kept in the temperature danger zone for no longer than two (2) hours before cooking, refrigeration, or serving them.			
28. Separate cutting boards are used for cooked and raw foods.			
29. Leftover foods are labeled, dated, and refrigerated in shallow containers, and are utilized within seventy-two (72) hours or discarded.			
30. All food supplies and nonfood items are clearly labeled with the item's name and date of receipt or use-by date and stored in separate areas.			
31. All foods requiring refrigeration are labeled, dated, and properly stored.			
32. Foods are held at proper temperatures at beginning, mid-point, and end of tray line. (Hot foods above 140° F and cold foods at 41°F or lower.			
33. Portions are served according to menu utilizing scales and correct serving utensils.			
34. Proper methods are used to prevent contamination in the making, storing, and dispensing of ice.			
35. Ice machines are cleaned and sanitized by proper methods.			
36. Snack table prep foods and cold prep foods are within temperature safety zones and are recorded daily			

COMPLIANCE SUMMARY:

In Compliance: _____ **Not-In Compliance:** _____ **Score:** _____ %

LOCATION: MTMHI Kitchen **INSPECTION DATE:** _____

MANAGER: _____ DATE CORRECTED: _____

[illegible]

ATTACHMENT 11



Middle Tennessee
Mental Health Institute

FOOD SERVICE EQUIPMENT AND FIXTURES

1. Existing walk-in cooler
2. Existing walk-in freezer
3. Shelving package
4. Dunnage racks
5. Mixer 30-quart floor mounted
6. Three (3) compartment sinks
7. Two (2) hot food holding cabinet
8. Two (2) compartment sinks with two (2) drain boards
9. Hand sinks
10. Hose reels with valve
11. 30-gallon braising pan
12. Three (3) worktables with open base & backsplash & trash station
13. Range two burners-gas
14. Two (2) worktables with drawer & backsplash
15. Slicer with mobile stand
16. Food processor with mobile stand
17. Kettle twenty (20) gallon on stand
18. Hot food serving counter
19. Cold food serving counter
20. Solid top serving counter
21. Wheel conveyor
22. Starter station
23. Two (2) sets of convection ovens double
24. Exhaust canopy
25. Floor grates
26. Two (2) refrigerator single section upright
27. Trash cans on dollies
28. Delivery-mobile carts for trays
29. Mobile tray storage carts
30. Insulated trays
31. Mop sink on site
32. Manual can opener -manual with corrections safety lock
33. Shelf in soiled dish return area window
34. Ice machine with bin
35. Wall mounted shelf
36. Misc. stainless steel wall panels, trim

ATTACHMENT 12

Middle Tennessee
Mental Health Institute

MEAL TRAY AUDIT

Date/Time:

Meal/Menu:

No.	Unit	Patient Name & Diet Order	Ticket Correct Y/N	Tray Correct Y/N	Wrong Missing Item	Sub Sent Y/N	If textured, Correct Y/N	Details/Corrective Action Taken						
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
Food Item			Temp (°F)				Corrective Action, if needed							
Audit Results Goal: Measure of Success at least Ninety-five percent (95%)						Comments:								
Total # Trays:														
1. Tray Tickets Match Diet Order (#/%):														
2. Meal Served Matches Tray Ticket (#/%):														

Instructions:

1. Audit ten percent (10%) of meal trays, document results & finalize score using this form.
2. After audit, email a detailed list of any findings to the food service manager & the score results. Email a copy of the incorrect meal tray tickets.

ATTACHMENT 13



MTMHI FOOD SERVICE COMPLAINT

Instructions: Complete the following form and fax it to MTMHI Dietary Office @ 615-902-7520.
When received, MTMHI Dietary Office will email copy of complaint to Contractor's Office.

DESCRIBE THE NATURE OF THE PROBLEM:

FILL-IN ALL PERTINENT INFORMATION:

Date & Time of Complaint: _____ Person Responding to Complaint: _____

NAME OF FOODS INVOLVED	MEALTIME	FOOD SOURCE: MEAL TRAY or SNACK	PRODECTS USE-BY DATE	SAMPLE OR PHOTO KEPT?

FOOD SERVICE CONTRACTOR'S RESPONSE:

Date & Time of Response: _____ Person Responding to Complaint: _____

ATTACHMENT 14



Middle Tennessee
Mental Health Institute

PATIENT CENSUS SUMMARY, AUTHORIZED BED CAPACITY, AND OCCUPANCY

DATE: 1/31/2024

INPATIENT ADMISSIONS: 11
INPATIENT DISCHARGES: 8

ALL TREATMENT PROGRAMS S/B C/C P/T OL

ATP	81	87	86	1
ETP	50	46	45	1
GERO/PSYCH	46	44	44	0
FSP	30	12	11	1
TOTAL	207	189	186	3

S/B – STAFFED BEDS

C/C – CURRENT INPATIENT CENSUS
(INCLUDES PATIENTS ON LEAVE)

P/T – PATIENTS RECEIVING TREATMENT
O/L – PATIENTS ON LEAVE

ACUTE TREATMENT PROGRAM

UNIT S/B C/C P/T OL

C	25	22	22	0
F	28	32	32	0
I	28	33	32	1
TOTAL	81	87	86	1

GERIATRIC CARE

UNIT S/B C/C P/T OL

D	23	23	23	0
E	23	21	21	0
TOTAL	46	44	44	0

EXTENDED TREATMENT PROGRAM

UNIT S/B C/C P/T OL

A	25	23	23	0
B	25	23	22	1
TOTAL	50	46	45	1

FORENSIC SERVICES PROGRAM

UNIT S/B C/C P/T OL

Eval	12	4	4	0
Treatment	18	8	7	1
TOTAL	30	12	11	1

ATTACHMENT 15

Middle Tennessee
Mental Health Institute

SERVICE RECIPIENT TRAVEL BAG GUIDELINES

- Use the following chart to prepare travel bags with only nonperishable food items according to the number of travel hours, after reviewing diet restrictions, allergies, and texture modifications.
- Before preparing a service recipient's travel bag of food, look at their complete diet order in 'AVATAR ACTIVE DIET ORDERS' report to check their diet order for food allergies, dislikes, and texture-restrictions.
- Service Recipients on a texture-restriction, such as easy to chew foods (no hard/crunchy foods), may have goldfish and/or chips, but do not give them pretzels.
- Service Recipients on a lactose-free diet, shall be provided fruit instead of pudding. Fruit can be a banana, applesauce, or any type of fruit cup, but do not substitute juice in place of fruit.

SERVICE RECIPIENT TRAVEL BAG MENU BASED ON TRAVEL HOURS

# Hours Travel	# Granola Bars	# Chips	# Baked Goldfish or Pretzels	# Fruits	# Puddings	# Juices	# Waters
3-5	1	1	1	1	0	0	3
6-10	2	1	2	1	0	0	4
11-15	3	2	2	2	0	1	5
16-20	4	2	3	2	0	1	6
21-25	4	3	3	3	1	1	8
26-30	5	3	3	3	1	2	10
31-35	5	4	4	3	2	2	12
36-40	6	4	4	4	2	2	13
41-45	6	5	5	4	2	2	15
46-50	7	5	5	4	2	3	16

ATTACHMENT 16

MTMHI KITCHEN & STORAGE MONITORING REPORT

Date:	Twice a Week Monitor Temperature, Cleanliness & Compliance to the Standards written below. Inspection Max Score: 38/100% (Sanitation: 20 Points. Food Storage: 11 Points. Temperatures: 7 Points.)							
Staff Monitors *T. Henderson - Temps & Inventory/ FIFO *RDN Supv – Meal Trays Kitchen/ Storage Sanitation or All Areas.	Coolers 1, 2, & 3: Temp (1 pt each): 41°F or Below Sanitation (3 pts each): Clean Floor (1 pt): No Trash/ Debris. Fans, Food Carts (2 pts): Operational. Cooler 3: Food Storage: Items (4 pts): A. Labeled (1pt) B. Protected from Cross Contamination (CC) (3 pts) 1) Milk, Juices, & Oranges in Crates. 2) Deli Meats & Sandwiches Wrapped in Plastic. 3) Breads in Plastic Bags. (Score: Cooler 1 & 2: 4 points each. Cooler 3: 8 points. Total 3 Coolers: 16 points)		Freezer: Temp (1 pt): 5°F or Below Sanitation (3 pts): Clean Floor (1 pt): No Trash/ Debris. Fans, Food Carts (2 pts): Operational. Food Storage: Items (3 pts): A. Frozen B. Labeled C. Protected from CC E.g., Stored in Freezer Safe/Sealed Containers. (Score: 7 Points)		Kitchen: Sanitation (5 pts): Clean Floor (1 pt): No Trash/ Debris. Garbage Cans (1 pt): Emptied Often 3C-Sink, Sprinkler, & Hood (3 pts) Employee Fridge: Temps (2 pts): Cooler 39°F or Below Freezer 32°F or Below Sanitation: Clean (1 pt) Food Storage Items (2 pt): A. Labeled & B. Unlabeled Items Discarded. (Score: 5+5=10 Pts)		Dry Storeroom: Temp (1 pt): 50-70°F Sanitation (2 pts): Clean Shelves & Floor (2 pts): Organized, & No Trash/Debris. Food Storage Items (2 pts): A. Protected from CC B. Labeled: 1) All: Item Name & Date of Receipt. 2) Date opened/prep 3) Opt: Mfr Use/Best by Date. (Score: 5 Pts)	Comments: No Problem (NP) RDN Supv Notified of Findings: (Supv-Yes) Inspect Pts: Max Pts: 46 Score%:
Time:	Cooler 1 & 2 Temp (°F)	Cooler 3 Temp (°F)	Freezer Temperature (°F)	Kitchen & Employee Freezer/Fridge (°F)		Dry Storeroom Temp (°F)	Comments/Score	
COMPLIANCE TO STANDARDS (YES/NO)								
Kitchen/Storeroom Sanitation: Score	/6	/3	/3	/5	/1	/2	/20	
Proper Food Storage: Score	/8	/4	/3	-	/2	/2	/19	
Correct Unit Storage Temps: Score	°F	°F	°F	°F	°F	°F		
	/2	/1	/1	/2		/1	/7	