



**STATE OF TENNESSEE
DEPARTMENT OF HUMAN SERVICES**

**REQUEST FOR PROPOSALS
FOR
FOOD SERVICE AT THE
TENNESSEE REHABILITATION CENTER IN SMYRNA**

RFP # 34570-00323

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1. INTRODUCTION

The State of Tennessee, Department of Human Services, 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 secure a contract for food service operations at the Tennessee Rehabilitation Center (“TRC”) in Smyrna, Tennessee. The TRC was established by the Tennessee General Assembly to provide a statewide, residential, comprehensive rehabilitation and training center for individuals with disabilities.

The food service at the TRC includes preparation and service of three (3) meals per day, seven (7) days per week in the cafeteria, except during the periods of time when the campus is closed. This includes provision of meals and/or specific single-serving food items for customers, as well as preparation of meals for customers to take off-campus, and preparation of meals prescribed for customers with special needs diets. Some catering is required, primarily on-site, and exclusively for events that are authorized by the TRC Superintendent.

As part of its curriculum, the TRC offers a Food Service Vocational Training Program for customers, with which the food service Contractor is expected to lead. Food service is an integral part of educational and social experiences. The TRC is committed to providing a food service program for their customers, faculty, staff, and guests that is of the highest quality possible, yet is also economical. It is expected that the TRC food service operation will meet the following objectives:

- To provide maximum satisfaction to customers through quality performance, an efficient and effective operation, and an attitude which demonstrates an appreciation of the clientele.
- To provide appetizing, appealing, and nutritionally sound food alternatives.
- To maintain attractive facilities conducive to social interaction and adhere to excellent sanitation standards.
- To promote nutritional awareness and to enlarge customer eating experiences by offering a variety of foods and styles of cuisine.
- To maintain reasonable, competitive prices.
- To provide services which will complement the programs of the TRC, such as providing laboratory experiences in quantity food production for customers in the TRC Food Service Training Program.

The quality, quantity, and type of food, the manner of service, interaction with TRC customers, and the economy of price are primary considerations for the TRC food service operation.

1.1.2. The State estimates that seventy-five thousand (75,000) cafeteria meals and five-thousand (5,000) catered meals will be served over the course of the Contract.

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

The RFP Attachment 6.8., *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 # 34570-00323

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:

Van Bryant
Department of General Services, Central Procurement Office
312 Rosa L. Parks Ave Nashville, TN 37243
3rd Floor, WRS Tennessee Tower
615-253-3678
Van.Bryant@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/generalservices/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:

Jeffrey Blackshear
Department of Human Services
505 Deaderick Street, 14th Floor

Nashville, TN 37243-1403
Phone: (615) 313-5711
Jeffrey.Blackshear@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 MANDATORY. A representative for the Respondent MUST identify themselves via a sign-in sheet.

The conference will be held at:

Tennessee Rehabilitation Center,
Student Government Hall
460 Ninth Ave
Smyrna, TN 37167
Phone #: (615) 459-6811—Press 1 to continue then Press 0 for operator.

A map and directions to the TRC are provided in RFP Attachment 6.7.

This conference is being held to provide potential Respondents with the opportunity to tour the TRC facilities and to discuss the RFP scope of services.

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. **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 1, 2023
2. Disability Accommodation Request Deadline	2:00 p.m.	March 4, 2023
3. Mandatory Pre-response Conference	10:00 a.m.	March 16, 2023
4. Notice of Intent to Respond Deadline	2:00 p.m.	March 17, 2023
5. Written "Questions & Comments" Deadline	2:00 p.m.	March 22, 2023
6. State Response to Written "Questions & Comments"		April 5, 2023
7. Response Deadline	2:00 p.m.	April 13, 2023
8. State Schedules Respondent Oral Presentation		April 20, 2023
9. Respondent Oral Presentation		April 24, 2023 through April 26, 2023
10. State Completion of Technical Response Evaluations		May 1, 2023
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	May 2, 2023
12. Cost Negotiations		May 3, 2023 through May 5, 2023
13. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	May 9, 2023
14. End of Open File Period		May 16, 2023
15. State sends contract to Contractor for signature		May 18, 2023
16. Contractor Signature Deadline	2:00 p.m.	May 25, 2023

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 oversized 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, as may be amended.
- 3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.
 - 3.2.2.1. One (1) original Technical Response paper document labeled:

“RFP # 34570-00323 TECHNICAL RESPONSE ORIGINAL”

and ONE (1) digital copy 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 labeled:

“RFP # 34570-00323 TECHNICAL RESPONSE COPY”

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response document and any digital copies may result in the State rejecting the proposal as non-responsive.
 - 3.2.2.2. One (1) original Cost Proposal paper document labeled:

“RFP # 34570-00323 COST PROPOSAL ORIGINAL”

and one (1) copy in the form of a digital document in “PDF/XLS” format properly recorded on separate, blank, standard CD-R recordable disc or USB flash drive labeled:

“RFP # 34570-00323 COST PROPOSAL COPY”

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.
- 3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:
 - 3.2.3.1. The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 34570-00323 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”
 - 3.2.3.2. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 34570-00323 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 # 34570-00323 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

- 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:

Van Bryant
The Department of General Services, Central Procurement Office
312 Rosa L. Parks Ave Nashville, TN 37243
3rd Floor, Central Procurement Office

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. 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)	15
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	45
Oral Presentation (refer to RFP Attachment 6.2., Section D)	10
Cost Proposal (refer to RFP Attachment 6.3.)	30

5.2. Evaluation Process

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

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

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

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

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

- 5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
- 5.2.1.5. The Solicitation Coordinator will invite each apparently responsive and responsible Respondent to make an Oral Presentation.
 - 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 and for the State to test to better understand the practical application of the good or service as applicable. 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 or provided 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.
- 5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.3. **Clarifications and Negotiations.** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best

terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

- 5.2.3.1. Clarifications: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.
 - 5.2.3.2. Negotiations: The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.
 - 5.2.3.3. Cost Negotiations: All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.
 - 5.2.3.4. If the State determines that it is unable to successfully negotiate terms and conditions of a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into terms and conditions contract negotiations with the next apparent best evaluated Respondent.
- 5.2.4. **Total Response Score**. The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. **Contract Award Process**

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

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

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

RFP ATTACHMENT 6.1.**RFP # 34570-00323 STATEMENT OF CERTIFICATIONS AND ASSURANCES**

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

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

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

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

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

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

RFP ATTACHMENT 6.2. — Section A

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Respondent's representative attended the mandatory Pre-response Conference.	
	A.4.	Provide documentation-in the form of a letter or memorandum from the president or chief executive officer of the Respondent attesting to the fact that the Respondent has at least two years' experience in continuous food service delivery on a scale commensurate to or in excess of the requirements of this RFP.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.5.	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.6.	Provide a statement indicating that the Respondent understands and agrees that it will be required to obtain and provide a Certificate of Insurance in accordance with Pro Forma Section D.32 prior to the Contract's Effective Date and before work can begin on the Contract.	
	A.7.	Provide a statement of whether the Respondent is actively registered with a public profile access in the System for Award Management (i.e., SAM.gov). The public profile access shall be required to contract with the State of Tennessee. If registered, provide the SAM.Gov Unique Entity Identification Number. (SAM UEI). If not yet registered, please provide a statement confirming that the Respondent will complete registration prior to Contract execution.	
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

RFP ATTACHMENT 6.2. — SECTION B

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		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 duty positions, along with an organizational chart illustrating the lines of authority between duty positions.
	B.13.	Provide a personnel roster listing the names of key people, if known, 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. The Respondent need not designate every individual on the proposed contract team as a key person.
	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: <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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; (iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p>
	B.17.	<p>Provide a statement and any relevant details addressing whether the Respondent and any subcontractors, employees, or interns of those contractors who will perform duties under the Contract is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <p>(d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>
	B.18.	<p>Provide a letter or memorandum from Respondent's president or chief executive officer regarding the Respondent's ability to implement safe, sanitary, and secure working and dining environment standards. Please note the type and frequency of training programs and mandated procedures that support safety, sanitation, and security.</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 15)		
<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 articulates the Respondent's transitional plan to assume control of the food service operation, including a strategy for start-up within 30 days of the Contract's Effective Date.		5	
	C.2.	Provide the Respondent's plan for maintaining appropriate and effective safety and sanitation practices in all areas of the food service operation in compliance with the requirements set forth in Tenn. Code R. & Regs. Chapter 1200-23-01, <i>Rules of the Tennessee Department of Health, Bureau of Health Services Administration, Division of General Environmental Health, Chapter 1200-23-1 Food Service Establishment</i> and ServSafe's minimum standards administered by the National Restaurant Association which is accredited by ANSI and the Conference for Food Protection. The plan must include at a minimum, a description of how Respondent will remain compliant with, food handling, dishwashing, equipment cleaning, and personal hygiene of employees.		19	
	C.3.	Provide a narrative describing the Respondent's quality assurance plan for all aspects of the food service operation, including but not limited to: <ul style="list-style-type: none"> a. maintain food quality standards at both on and off campus venues; b. production and quality control techniques, such as taste testing, temperature testing, utilization of standardized recipes, forecasting to prevent "run-outs" or overproduction; and corporate resources and support. 		14	
	C.4.	Provide a narrative describing how the Respondent would promote healthier food options as described in the <i>pro forma</i> Scope of Service A.15.		5	

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.5.	Provide a narrative describing how the Respondent would handle complaints as described in the <i>pro forma</i> Scope of Service A.71.		4	
	C.6.	Provide a narrative describing the Respondent's employee training program, which should ensure that all 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.		6	
	C.7.	Provide a narrative describing the Respondent's method for managing catered events in order to assure that events will receive quality food and optimum service in a timely and efficient manner. In addition to the narrative, using the Catering Meal Configurations provided in RFP Attachment 6.8, <i>Pro Forma Contract</i> , Exhibit 5 through 13, the Respondent must provide two (2) sample menus for each of the 36 meal configurations. Provide the sample menus in chart or table format, restating the meal configuration to which it applies. Do not include any pricing or cost material with the response.		7	
	C.8.	Provide a narrative describing the Respondent's solution for offering an electronic method incorporating the scanning of an identification card or some other electronic means that would record the service of a meal to an individual client. This narrative should include an overview of reports which can be generated for the purpose of preparing invoices. The narrative should also detail a back-up system to be employed in the event that the primary electronic system is inoperable. The narrative should also address the Respondent's remedy for lost or inoperable components to the system, i.e. cards assigned to clients.		4	
	C.9.	Describe the Respondent's nutrition education awareness program to be coordinated by a clinical dietitian as described in the <i>pro forma</i> Scope of Service A.37 – A.39., including how said program will complement menus to be served.		6	
<p>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.</p>					
				Total Raw Weighted Score:	
				(sum of Raw Weighted Scores above)	
Total Raw Weighted Score			X 45	= SCORE:	
Maximum Possible Raw Weighted Score			(maximum possible score)		
(i.e., 5 x the sum of item weights above)					

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
<i>State Use – 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 presentation 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 Items		Item Score	Evaluation Factor	Raw Weighted Score
D.1.	Describe the roles, responsibilities of the key personnel in your organization assigned to this project along with their qualifications and experience and your management approach to this project.		1	
D.2.	Describe the approach to develop and implement a food service program that delivers services to people with disabilities to a comprehensive vocational rehabilitation center incorporating education and recommendations that incorporate a healthy lifestyle.		1	
D.3.	Describe how your company would work alongside students who are training to become employed in the food service industry while delivering food services.		1	
<p align="center">Total Raw Weighted Score (<i>sum of Raw Weighted Scores above</i>):</p> <p align="center">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.</p>				
<p align="center">total raw weighted score</p> <hr/> <p align="center">maximum possible raw weighted score (<i>i.e., 5 x the sum of item weights above</i>)</p>				
		X 10 (<i>maximum section score</i>)	= SCORE:	
<p><i>State Use – Evaluator Identification:</i></p>				

RFP ATTACHMENT 6.2. — SECTION C (continued)

**RESPONDENT LEGAL ENTITY
NAME:**

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 7/1/2023- 6/30/2024	Year 2 7/1/2024- 6/30/2025	Year 3 7/1/2025- 6/30/2026	Year 4 7/1/2026- 6/30/2027	Year 5 7/1/2027- 6/30/2028	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Per Cafeteria Meal Rate	\$ / EACH	\$ / EACH	\$ / EACH	\$ / EACH	\$ / EACH		75,000	
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.								
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}}$						$\times 30$ (maximum possible score)	= SCORE:	
State Use – Solicitation Coordinator Signature, Printed Name & Date:								

REFERENCE QUESTIONNAIRE

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

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

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

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

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

Written:

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

Email:

- (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
- (b) E-mail a reference questionnaire to each reference.
- (c) Instruct the reference to:
 - (i) complete the reference questionnaire;
 - (ii) sign and date the completed reference questionnaire;
 - (iii) E-mail the reference directly to the Solicitation Coordinator by the RFP Technical Response Deadline with the Subject line of the e-mail as "[Respondent's Name] Reference for RFP # 34570-00323".

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 # 34570-00323 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: Van.Bryant@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) **What is the level of your overall satisfaction with the reference subject as a vendor of the goods or services described above?**

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

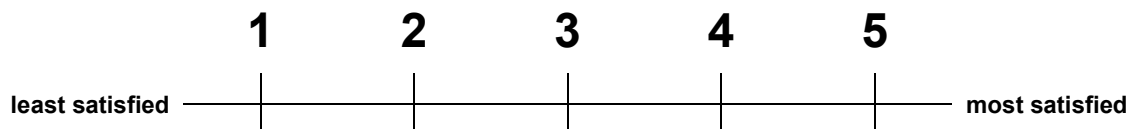
	1	2	3	4	5	
least satisfied						most satisfied

RFP # 34570-00323 REFERENCE QUESTIONNAIRE — PAGE 2

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

- (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?
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?
- (8) In what areas of goods or service delivery does/did the reference subject excel?
- (9) In what areas of goods or service delivery does/did the reference subject fall short?
- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

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

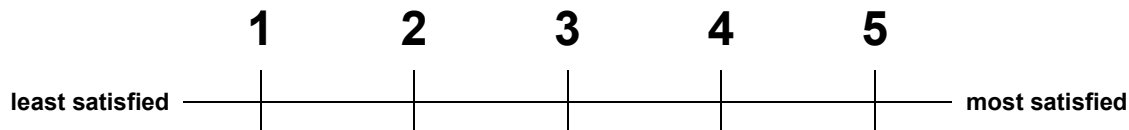


What, if any, comments do you have regarding the score selected above?

RFP # 34570-00323 REFERENCE QUESTIONNAIRE — PAGE 3

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

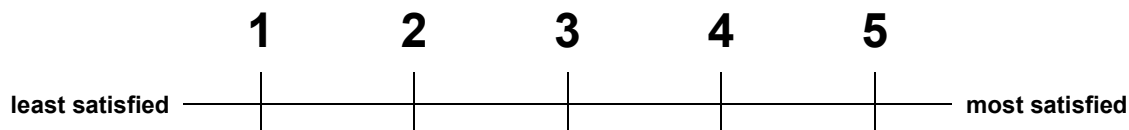
Please respond by circling the appropriate number on the scale below.



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

- (12) **Would you contract again with the reference subject for the same or similar goods or services?**

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



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

REFERENCE SIGNATURE:

(by the individual completing this request for reference information)

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

DATE:

RFP ATTACHMENT 6.5.

SCORE SUMMARY MATRIX

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 15)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 45)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
ORAL PRESENTATION (maximum: 10)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 30)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						

Solicitation Coordinator Signature, Printed Name & Date:

RFP ATTACHMENT 6.6.

STATISTICS REGARDING MEALS SERVED AT TRC FOR CALENDAR YEARS 2019-2021 & JANUARY 2022 – MAY 2022

	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19
Scanned Meals	5,927	5,596	5,771	5,961	5,975	5,291	2,338	7,295	6,975	9,806	7,228	4,114
Sign-in Meals	78	94	132	87	125	191	97	209	102	233	141	146
Internship Meals	219	158	170	130	283	193	0	0	0	0	0	0
Wellness Center Meals	17	21	17	9	10	10	11	22	8	19	8	2
Catered Meals	54	164	82	43	115	144	0	98	0	208	141	37
Total	6,295	6,033	6,172	6,230	6,508	5,829	2,446	7,624	7,085	10,266	7,518	4,299
	Breakfast 1,970	Breakfast 1,888	Breakfast 1,932	Breakfast 1,950	Breakfast 2,037	Breakfast 1,824	Breakfast 766	Breakfast 2,386	Breakfast 2,218	Breakfast 3,213	Breakfast 2,353	Breakfast 1,346
	Lunch 2,247	Lunch 2,154	Lunch 2,203	Lunch 2,224	Lunch 2,323	Lunch 2,081	Lunch 873	Lunch 2,722	Lunch 2,529	Lunch 3,665	Lunch 2,684	Lunch 1,535
	Dinner 2,077	Dinner 1,991	Dinner 2,037	Dinner 2,056	Dinner 2,148	Dinner 1,924	Dinner 807	Dinner 2,516	Dinner 2,338	Dinner 3,388	Dinner 2,481	Dinner 1,419
	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20
Scanned Meals	9,827	12,326	5,410	0	0	0	0	0	0	0	0	0
Sign-in Meals	365	250	141	0	0	0	0	0	0	0	0	0
Internship Meals	44	120	56	0	0	0	0	0	0	0	0	0
Wellness Center Meals	14	15	14	0	0	0	0	0	0	0	0	0
Catered Meals	37	105	26	0	0	0	0	0	0	0	0	0
Total	10,287	12,816	5,647	0	0	0	0	0	0	0	0	0
	Breakfast 3,220	Breakfast 4,011	Breakfast 1,768	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast
	Lunch 3,672	Lunch 4,575	Lunch 2,016	Lunch	Lunch	Lunch	Lunch	Lunch	Lunch	Lunch	Lunch	Lunch
	Dinner 3,395	Dinner 4,229	Dinner 1,864	Dinner	Dinner	Dinner	Dinner	Dinner	Dinner	Dinner	Dinner	Dinner
	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21
Scanned Meals	0	0	0	0	0	0	1,794	3,933	2,648	137	59	53
Sign-in Meals	0	0	0	0	0	0	65	170	140	435	268	297
Internship Meals	0	0	0	0	0	0	0	9	0	11	8	8
Wellness Center Meals	0	0	0	0	0	0	23	15	0	0	0	0
Catered Meals	0	0	0	0	0	0	0	23	16	14	18	18
Total	0	0	0	0	0	0	1,882	4,150	2,804	597	353	376
	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast 589	Breakfast 1,299	Breakfast 878	Breakfast 187	Breakfast 110	Breakfast 118
	Lunch	Lunch	Lunch	Lunch	Lunch	Lunch	Lunch 672	Lunch 1,482	Lunch 1,001	Lunch 213	Lunch 126	Lunch 134
	Dinner	Dinner	Dinner	Dinner	Dinner	Dinner	Dinner 621	Dinner 1,370	Dinner 925	Dinner 197	Dinner 116	Dinner 124
	Jan-22	Feb-22	Mar-22	Apr-22	May-22							
Scanned Meals	0	0	0	10,744	9,384							
Sign-in Meals	1,549	5,124	4,238	0	0							
Internship Meals	0	0	0	0	0							
Wellness Center Meals	0	0	0	0	0							
Catered Meals	0	0	0	0	0							
Total	1,549	5,124	4,238	10,744	9,384							
	Breakfast 485	Breakfast 1,604	Breakfast 1,326	Breakfast 3,363	Breakfast 2,960							
	Lunch 553	Lunch 1,829	Lunch 1,513	Lunch 3,836	Lunch 3,377							
	Dinner 511	Dinner 1,691	Dinner 1,399	Dinner 3,546	Dinner 3,121							

MAP AND DIRECTIONS TO TRC



From I-40: Take Exit 235 onto TN-840 West toward Murfreesboro. (Drive 15.8 mi) Take the TN-266 exit, Exit 61, toward Smyrna. Turn right on Jefferson Pike/TN-266. (Drive 3.6 mi) Jefferson Pike ends at a traffic light at Sam Ridley Pkwy. Turn right onto Sam Ridley Pkwy E/TN-266. (Drive 0.8 mi). Turn right onto Fitzhugh Blvd. (Drive 0.6 mi). Turn right onto 9th Avenue (Drive 0.3 mi).

Tennessee Rehabilitation Center
460 9th Avenue (Campus on right)

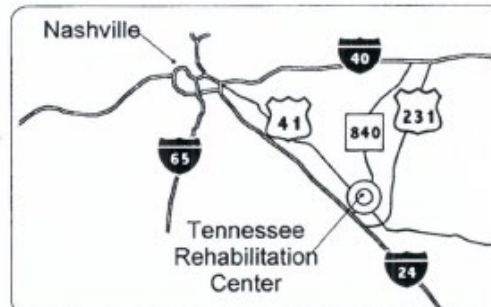
From I-24 East: Take Exit 66B/Sam Ridley Pkwy.

From I-24 West: Take Exit 66/Sam Ridley Pkwy.

Take Sam Ridley Pkwy to Fitzhugh Blvd (Drive approx 4.3 mi). Turn left onto Fitzhugh Blvd (Drive 0.6 mi). Turn right onto 9th Avenue (Drive 0.3 mi).

Tennessee Rehabilitation Center
460 9th Avenue (Campus on right)

Sign in with receptionist in Administration Building.



RFP # 34570-00323 *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
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HUMAN SERVICES
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Department of Human Services ("State") and **Contractor Legal Entity Name** ("Contractor"), is for the provision of food service at the Tennessee Rehabilitation Center ("TRC"), 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. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:
- a. "A la Carte" means separately priced food items from a meal configuration menu, not as part of a set meal menu.
 - b. "Customers" means an applicant for or recipient of vocational rehabilitation services who meets the eligibility requirements of 34 C.F.R. § 361.42(a).
 - c. "Clinical Dietitian" shall mean an employee of the Contractor who meets or exceeds the following requirements:
 1. Completion of a bachelor's degree from an institution approved by the Commission on Accreditation/Approval for Dietetics Education (CADE).
 2. Completion of the Didactic Program in Dietetics (DPD) at an accredited college or university.
 3. Completion of a supervised pre-professional program or internship. The program must be approved by the CADE and the Tennessee Dietetic Association (TDA).
 4. Must have received a passing score on an exam administered by the Commission on Dietetic Registration (CDR).
 5. Meet continuing education requirements as required by the American Dietetic Association (ADA).
 6. Be licensed through the Tennessee's Board of Dietitians/Nutritionist Examiners.
 - d. "Tennessee Business Enterprises" ("TBE") means the designated State Licensing Agency for implementing the requirements of the Randolph-Sheppard Vending Facilities Program in the state of Tennessee pursuant to the Randolph-Sheppard Act of 1974, Chapter 6A of Title 20 of the United States Code, and the Tennessee Blind Vendor Priority Law, Tenn. Code Ann. §§ 71-4-501 et seq. and their implementing regulations, 34 C.F.R. §§ 395.1 et seq. and Tenn. Comp. R. & Regs. 1240-6-01 et seq.

- e. "Transition Period" means the period commencing thirty days prior to the Effective Date of this Contract in which the Contractor shall fulfil the obligations stated in Sections A.10 and A.26 at no additional cost to the State.
- f. "Transition Plan" means the detailed proposal for a transition between vendors to ensure that there is minimal interruption of the provision of food services provided at the TRC. The Plan shall include a narrative and timeline for transition and implementation of services during the Transition Period to minimize disruption to the facility's operations in accordance with the obligations stated in Sections A.10. and A.26.
- g. "TRC Food Service Training Program" means the food service program described in Exhibit 1.
- h. "Vocational Rehabilitation Services Program" ("VR") means the State's program that provides directly or facilitates the provision of one or more vocational rehabilitation services to individuals with disabilities to enable those individuals to maximize their opportunities for employment, including career advancement at competitive wages in an integrated setting.

Cafeteria

- A.3. Contractor shall provide cafeteria operations at the TRC Smyrna location including but not limited to the purchase, preparation, training, and service of food.
- A.4. Contractor shall prepare and serve three (3) meals per day, seven (7) days per week according to the meal service hours specified by TRC in Exhibit 3, except at such times the TRC is closed. The TRC operates a year-round schedule, except for closures during the summer near the 4th of July, during November near Thanksgiving, during December near Christmas, and January near New Year's Day. While the actual closure dates will vary from year to year, the Contractor shall be given a list of dates at the beginning of each contract year showing the actual dates for each closure. This includes coordination and cooperation with the TRC in occasional special occasion-themed meals that may be served in alternate settings.
- A.5. Contractor shall take meal orders and prepare medically prescribed meals for Customers, at no additional cost to the State, in accordance with pricing set forth in Section C.3.b.(1) of this Contract. Said medically prescribed meals may require extra protein and calories. Where appropriate, Contractor shall transport these medically prescribed meals to the designated location on TRC campus, keeping meals covered and at the appropriate serving temperature.
- A.6. Contractor shall prepare meals, as needed and authorized by TRC staff, for TRC Customers who are required to be off campus for job experiences or other events. The Contractor shall ensure that foods items served are safe to eat if refrigeration is unavailable and shall comply with all applicable requirements of the United States Department of Agriculture (USDA), Food and Drug Administration (FDA), National Marine Fisheries Service (NMFS), National Sanitation Foundation (NSF), and any State and local laws, regulations, or standards, as specified in Exhibit 2).
- A.7. Contractor shall provide specified dietary items for consumption in the TRC Medical Services Unit and shall bill the State monthly as specified in Section C.5, for these items at cost to the Contractor Dietary items shall be in addition to regular meal service.
- A.8. Contractor shall provide a method to electronically record each time an individual TRC client and other individuals acquires a meal. In addition, the Contractor shall provide a back-up system to be employed if the electronic system becomes inoperable for a period of time. However, the Contractor shall ensure that the electronic system is never inoperable for more than five days at a time.
- A.9. Contractor shall accept direct payment for meals from TRC staff, Customers, and guests. The prices charged to TRC staff or guests shall not exceed the per meal rate charged for TRC Customers. Contractor shall allow the purchase of à la carte items for Customers who do not purchase a meal. When TRC staff, Customers and guests wish to purchase a la carte items

rather than an entire meal, the Contractor shall pro-rate the charge. Customers who purchase a meal shall not be charged for à la carte items when requesting additional portions of food. TRC staff, Customers, and guests may purchase food items outside of this Contract. Contractor, in collaboration with and at the direction of the State, shall develop procedures for ordering such food items.

Customer Menu

- A.10. Within ten (10) business days of the of the execution of the Contract , Contractor shall submit to the TRC's Administrative Services Director, its Transition Plan. Contractor shall develop a monthly menu that is nutritionally sound, seasonally appropriate, and encompasses all serving stations (e.g. hot food, salad, grille, dessert, et cetera), and shall prepare meals as prescribed in such menu. In addition to popularity and cost factors, menus shall be appealing to sight, taste, and smell and shall take into consideration contrasts in color, shape, texture, and flavor of food. During the Transition Period, a final version of the menu plan shall be established and subject to approval by TRC during the timeframe of June 1, 2023, to June 30, 2023, and shall be submitted to TRC staff on a monthly basis thereafter for approval prior to menu utilization.
- A.11. The menu shall be subject to pre-approval by the Contractor's Staff Dietitian and shall be submitted for said pre-approval not less than fourteen (14) calendar days prior to the date the menu is to be utilized.
- A.12. Contractor shall include vegetarian and healthy meals, such as low fat, low sodium, or low calorie entrees at every meal. The Contractor shall submit the entrees menus to the Staff Dietitian for approval and served when required.
- A.13. Alternative meals shall be developed for Customers with specific religious dietary guidelines and restrictions and submitted to the Staff Dietitian for approval.
- A.14. Contractor shall, on a daily basis, prepare and serve breakfast, lunch, and dinner meals according to the minimum menu specifications set forth in Exhibit 4.
- A.15. Contractor shall support TRC in its promotion of education of healthy living through menu planning and food selection to all Vocational Rehabilitation Customers which receive services to live independently and become job ready. Contractor shall supply healthy options at all meals. Contractor's Clinical Dietician shall initiate programs that promote and educate students to select healthy options, as approved by the State, so that each Vocational Rehabilitation Customer can live a healthier lifestyle. Contractor's Clinical Dietician shall be responsible for working with Customers who require a meal plan and diet to address health issues such as medical diabetes. Contractor shall submit monthly student progress reports to TRC's Food Service Manager showing each individual student's progress.

Catering

- A.16. Contractor shall, at the time and day requested by the State, cater breakfast, lunch, and dinner functions ranging from casual to formal, as well as meeting refreshment breaks or receptions, at a specified per-person price point. The price points shall be based on the Domestic Per Diem Rates of the U.S. General Services Administration (USGA) (<https://www.gsa.gov/travel/plan-book/per-diem-rates>) for Smyrna, Tennessee in effect on the date of the function being catered, and are set forth in Section C.3.b.(2) The functions to be catered, in accordance with meal configuration Exhibits attached hereto, include:
- a. Traditional Breakfast;
 - b. Continental Breakfast-Level 1;
 - c. Continental Breakfast-Level 2;
 - d. Formal Lunch or Dinner;
 - e. Semi-formal Lunch or Dinner;
 - f. Casual Lunch or Dinner;

- g. Catered Box Meal;
- h. Refreshment Break or Reception-Level 1;
- i. Refreshment Break or Reception-Level 2;
- j. Refreshment Break or Reception-Level 3; and
- k. Refreshment Break or Reception-Level 4.

Catered meals may be served seated, buffet style, or as a box lunch, as specified by the State.

- A.17. The catered food served by the Contractor at these functions shall conform to one of the meal configuration outlines as provided in Exhibit 5 through Exhibit 13. The Contractor may offer meal configuration substitutions. The Contractor shall, prior to each event to be catered, offer the State menu options from which to choose, which are based upon the meal configuration and corresponding price point specified by the State. The actual menu to be served shall be determined by consultation between the Contractor and the State. Any substitution or modification to the meal configurations must be submitted to the State for approval no less than seventy-two (72) hours prior to the event. Only items of equal or greater quality will be accepted.
- A.18. The Contractor shall ensure each catered meal served includes the option to substitute a vegetarian selection
- A.19. Contractor shall be responsible for all catering setup requirements.
- A.20. Contractor shall routinely provide cloth napkins, tablecloths, and table skirts, as appropriate for all catered meals designated as formal or semi-formal, and for receptions and refreshment breaks, as requested by the State. Contractor shall, as directed by the State, invoice the State at cost for any linen service necessary to satisfy catering requirements in accordance with Section C.3.b.
- A.21. Contractor shall provide paper tablecloths, paper napkins, and serving plates, cups, and/or flatware of the type and as requested by the State. Said items shall be provided at no additional cost to the State above the catering rates specified in Section C.3.
- A.22. Contractor shall be responsible for cleaning after each catered event, including removing all trash, equipment, utensils, tablecloths, etc. from the premises. Area(s) utilized during preparation, service, and clean-up must be returned to the condition prior to the catered event to include mopping or vacuuming, as required. All trash shall be removed to dumpsters and shall not be left in common area receptacles to be emptied by TRC employees.
- A.23. At the State's request, Contractor shall cater non-TRC events at TRC after securing prior approval from the TRC Superintendent to do so.

Alternate Meal Delivery

- A.24. Contractor shall offer an alternate meal delivery service which provides meals outside of the traditional kitchen or cafeteria setup. Alternate meal delivery includes but is not limited to Contractor delivering fully prepared and ready to eat meals to nearby locations outside of TRC in Smyrna, Tennessee, within one (1) business day, upon request by the State. The distance from TRC to destination shall not exceed forty (40) miles roundtrip unless both Parties agree in writing for each instance.

Contractor Employees

- A.25. Contractor shall maintain an adequate number of employees to perform all services specified in this Contract, including the provision of adequately trained relief personnel to substitute for regular employees who are absent. During breakfast there shall be a minimum of three (3) employees. During lunch there shall be a minimum of five (5) employees. During dinner there shall be a minimum of four (4) employees. The contractor's Clinical Dietician must be available three (3) days for a minimum of twenty-two and a half (22.5) hours a week. Contractor shall ensure that all of its employees refrain from fraternizing (any social interactions, electronic or in-

person, occurring outside of the workplace and employer functions) with all TRC students and Customers.

- A.26. Contractor and all its personnel and employees shall complete a State-approved new hire orientation prior to providing services under this Contract. Contractor shall be responsible for orienting all new food service staff to TRC's emergency evacuation plan including instructions on how to respond, take shelter or evacuate, depending upon the emergency situation. The State shall provide Contractor with a copy of the evacuation plan including maps detailing evacuation zones, public address codes, and important phone numbers during the Transition Period. Customer service training shall be conducted by the TRC administrative services staff to provide an overview of program services and people with disabilities.
- A.27. At no additional cost to the State throughout the Contract Term, the Contractor shall comply with Tenn. Comp. R. & Regs. 1240-08-03-.05 Background Checks for Vocational Rehabilitation Employees, Contractors, and Interns, and any written directive the State issues to the Contractor pertaining to background checks for staff whose duties will include unsupervised contact with persons served by VR; unsupervised access to the funds, personal property, or Personal Identification Information of persons served by VR; and those whose duties will include direct responsibility for such individuals. Before the Contractor's employees, interns, and subcontractors can work on campus, the background checks must occur and the State must approve such persons.
- A.28. Contractor shall obtain approval of the State for the manager assigned to the TRC and shall make no changes in assignment of a manager without approval of the State.
- A.29. Contractor shall require that employees maintain professional attitudes, a congenial atmosphere, and decorum at all times. Contractor shall require that employees not use alcohol, illegal substances, or inappropriate language when on campus or in the company of TRC Customers, faculty, or staff. The State reserves the right to require the Contractor to dismiss any employee not meeting these minimum standards.
- A.30. At minimum, Contractor shall require employees to wear clean, pressed uniforms, which include a nametag that identifies them as an employee of the food service company, gloves when serving or working with food, hair nets, and closed toed rubber-bottom shoes.
- A.31. Contractor shall schedule and conduct an on-going employee training program, as approved by the State, which will result in Contractor's employees, interns, and subcontractors performing their jobs with the highest standards of efficiency, courtesy, and sanitation. The Contractor shall require employees to comply with all provisions set forth in the Safety and Sanitation provisions of Sections A.40 through A.51 of this Contract. The Contractor shall require all employees, interns, and subcontractors have the necessary training to meet all applicable state and federal laws, rules, and regulations. The Contractor shall require all food service employees receive initial and ongoing training, as approved by the State, in the proper use and cleaning of all State-owned capital equipment.
- A.32. Contractor shall require each food service employee to complete State-provided customer service training about appropriate interaction with TRC Customers.
- A.33. Contractor shall assist with trays and with setting up eating utensils for Customers in need of such assistance, at any time that designated TRC staff is not available.
- A.34. Contractor shall report inappropriate behavior of Customers observed, as communicated or directed by TRC policy, to the designated TRC staff.
- A.35. All Contractor employees, interns, and subcontractors must maintain current ServSafe credentials, as defined in: <https://www.servsafe.com>. The State may request to review the credential at any time.

- A.36. Contractor shall provide a Clinical Dietitian that has a current license in good standing with the State of Tennessee and current credentials with the Commission on Dietetic Registration at: <http://cdrnet.org>. Contractor shall provide proof of such licensure prior to the Contract's Effective Date and when there is a change in Dietitian staff.
- A.37. Contractor's Clinical Dietitian shall provide on-site, up to fifteen (15) hours per week, nutrition counseling for Customers. Such counseling shall be provided both individually and in groups, as requested by TRC staff, on topics such as diabetes, weight loss, and making healthy food choices. Subsequent to said counseling, the Contractor's Clinical Dietitian shall provide consultative reports for the individual file of customers counseled to the Administrative Services Director.
- A.38. Contractor's Clinical Dietitian shall also be responsible for prescribing special needs diets for TRC Customers who require them. Referrals to the Dietitian regarding special needs diets shall be made by TRC medical personnel. Individual progress reports shall include the number of student referrals by the State to the Contractor's Clinical Dietitian, specific meal requests, alternative meal requests to understand trending to better serve the customer, and success associated with special diets meals served shall be submitted monthly to the food service manager.
- A.39. Services provided by the Contractor's Clinical Dietitian shall include coordination of a nutrition education program which demonstrates how the Clinical Dietitian will work individually and in group sessions with Customers on how to plan nutritious meals both while receiving services at TRC and when living independently, how to incorporate healthy snacking habits, and including but not limited to how the Contractor's nutrition education plan will benefit the Customer and the evaluation and approval of menus to be served by the Contractor.

Safety and Sanitation

- A.40. Contractor shall bear sole responsibility for maintaining sanitation standards in accordance with all Federal, State, and local laws, regulations, or guidelines.
- A.41. Contractor shall comply with all applicable laws and rules regarding food preparation, service and cleaning in dining areas for every meal, including without limitation to requirements set forth in Tenn. Comp. R. & Regs. Chapter 1200-23-01, *Rules of the Tennessee Department of Health, Bureau of Health Services Administration, Division of General Environmental Health, Food Service Establishment* and ServSafe's minimum standards.
- A.42. Contractor shall provide the Administrative Services Director a copy of all food service inspections within twenty-four (24) hours after any announced or unannounced inspection by the Tennessee Department of Health. Contractor shall develop and implement a plan to maintain effective sanitation practices in all areas of the food service operation. The plan must address the Contractor's standards for maintaining a clean and sanitary facility and include:
- a. A program for continuous training of personnel, especially in personal hygiene, food handling and preparation, dishware washing, and cleaning of equipment; and
 - b. A schedule for ensuring that all assigned equipment and premises are kept clean and neat in appearance; and
 - c. Information regarding monitoring of the plan to ensure its appropriate implementation.
- A.43. Contractor shall comply with sanitation standards and maintain National Sanitation Foundation (NSF) standards (reference Exhibit 2).
- A.44. Contractor shall keep all food service areas clean and sanitized throughout the day.

- A.45. Contractor shall keep the receiving and loading dock clean and sanitized in order to avoid attracting flies, insects, and rodents in compliance with the Tennessee Department of Health standards (reference Exhibit 2).
- A.46. Contractor shall clean all cafeteria equipment and kitchen equipment including steam tables, coffee urns, griddles, and condiment tables daily.
- A.47. The Contractor shall clean and sanitize kitchen tables, meat grinders, knives, cutting boards, and any other utensil or surface, which could potentially promote cross contamination, after each use in compliance with Tennessee Department of Health standards in Exhibit 2.
- A.48. The Contractor shall keep dining room tables, beverage counters, salad bars, and any other display and serving areas clean, sanitary, orderly, and attractive at all times. Any spillage or soiled spots shall be removed promptly from counters, steam tables, general serving and dining areas, and floors throughout each meal in compliance with the Tennessee Department of Health standards in Exhibit 2.
- A.49. The Contractor shall clean all grease filters each month or more often as needed.
- A.50. The Contractor shall monitor all food handlers daily and ensure they follow established hygiene practices in the handling of food.
- A.51. The Contractor shall be responsible for the control of keys and the security of those areas assigned by the State. The Contractor shall immediately alert TRC administrators if any keys are lost or if any security breach occurs. The Contractor shall be responsible for any costs incurred as a result of lost keys.

Food Quality

- A.52. All Federal and State food standards shall be followed when providing services throughout this contract including food quality, sanitation, and the placement of any required visuals to meet the standards dictated by the USDA, FDA, NMFS, and NSF.
- A.53. The Contractor shall meet the following minimum raw food purchasing specifications:
 - a. Beef and Veal-USDA Choice
 - b. Pork-USDA #1
 - c. Poultry-USDA Grade A
 - d. Lamb-USDA Grade Choice
 - e. Eggs and Dairy Products-USDA Grade A
 - f. Frozen Fruits and Vegetables Foods-USDA Grade A Fancy
 - g. Canned Fruits and Vegetables-USDA Grade A Fancy
 - h. Fresh Produce-USDA USDA # 1
 - i. Fish/Seafood-Packed under Federal Inspection.
- A.54. Purchase of food, supplies, and equipment shall meet applicable requirements of the USDA, FDA, NMFS, and NSF. In the absence of grade labeling, Contractor shall provide the State, within twenty-four (24) hours of request by the State, with package labeling codes or industry accepted grade equivalent standards to verify the minimum grades specified are being provided. Contractor shall require that all of its food and supply vendors meet, if not exceed, all federal, State, and local regulatory body laws and standards.
- A.55. The State reserves the right to periodically review the Contractor's invoices for food purchases to ensure that the Contract specifications are being met. Contractor shall provide said invoices within five (5) business days after receiving request by the State.
- A.56. Hot foods are to be served hot (above 140 degrees Fahrenheit) and cold foods are to be served cold (below 41 degrees Fahrenheit). Any food appearing discolored, unappealing, or not in a

proper state of freshness shall not be served. In addition, no more than fifteen (15) minutes, prior to each meal the Contractor's Food Service Supervisor shall spot check with a thermometer various food service stations to assure food is maintained at a safe temperature according to the Department of Health's standards.

- A.57. If Contractor's Food Service Supervisor determines that the hot or cold food does not meet the standards set within this Contract, then Contractor shall be responsible for replacing the food at no cost to the State.

Equipment and Utensils

- A.58. Contractor shall be responsible for the proper use and care of the equipment made available for use by the State, as specified by the equipment manufacturers.
- A.59. Contractor shall be responsible for the replacement of any kitchen equipment or utensils that are damaged or destroyed by its employees, or in any instance where negligence on the part of the Contractor is determined by the State, at its sole discretion.
- A.60. Contractor shall notify TRC Administration immediately upon discovering any malfunctioning or faulty equipment. The lack of properly functioning equipment does not preclude Contractor from fulfilling their responsibilities under this Contract.
- A.61. Contractor shall ensure that all china, silverware/flatware, hollowware, glassware, and salt and pepper shakers are clean and without defect for presentation and use in the food service.

TRC Vocational Food Service Program for Customers

- A.62. Contractor shall provide training in the TRC Food Service Training Program (reference Exhibit 1) to TRC and TBE Customers. Contractor's training in the TRC Food Service Training Program shall include the provision of print, audio, or electronic media used by the Contractor in training its own employees for use by the TRC food service instructor with Customers in the TRC Food Service Training Program. TRC and TBE Customers will utilize the preparation area, serving line area and dining area for vocational training purposes. Contractor shall not use vocational training Customers for services required to be performed by the Contractor. Contractor shall ensure that the vocational training program utilizes all areas of the dining area and kitchen area for job shadowing, internships and instruction, at the discretion of the vocational training supervisor, and shall not utilize the training TRC and TBE Customers as a substitution for food service vendor labor. Contractor shall schedule all live training, internship training and job shadowing through the Vocational Training Supervisor. All food service contract obligations will be the responsibility of the food service vendor
- A.63. TRC Food Service Training Program Supervisor shall assign tasks to individual Customers based on knowledge, abilities, and skills and to provide opportunities for the Customer to acquire new skills. All TRC food service training Customers will work with the Contractor at the discretion of the Food Service Training Supervisor.
- A.64. Contractor's employees shall mentor TRC Customers enrolled in the TRC Food Service Training Program and coach them toward behavior exemplifying desirable employment traits that meet food service industry standards.
- A.65. Contractor shall provide to the State, at wholesale cost, food and food preparation supplies for use in the TRC Food Service Training Program as requested by the State or as mutually agreed upon by the Parties. State approved procurement methods must be used where applicable, and all purchases must be approved by the TRC food service manager prior to the purchase of supplies.

Other Contractor Responsibilities

- A.66. Contractor shall be responsible for providing any of the following items deemed necessary for the food service operation: cash register, computer, fax machine, and time clock.
- A.67. Contractor shall bear the cost of providing long distance telecommunications service, both voice and data.
- A.68. 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.
- A.69. Contractor shall, upon expiration or termination of this Contract, clean and sanitize all food service equipment, cafeteria, kitchen, and dining areas prior to exiting the TRC and in accordance with the Tennessee Department of Health standards.
- A.70. In the event of any unforeseen circumstances that would affect the operation of the kitchen or cafeteria the Contractor shall provide alternative meals at an alternative location on the TRC campus as approved by the TRC administration until the circumstances have been resolved.
- A.71. Contractor shall respond to all complaints in writing within forty-eight (48) hours. Contractor shall participate, as directed by TRC and administrative services, in programs such as the student council and student/parent feedback surveys, or as otherwise specified by the State, in order to identify suggestions for improvement regarding the food service program.
- A.72. Contractor shall be responsible for ensuring current licensing of itself and its staff in accordance with all Federal, State, and local laws, regulations, or standards. Within twenty-four (24) hours of request from the State, the Contractor shall provide proof of such licensure.
- A.73. Contractor shall submit its Transition Plan to TRC's Administrative Services Director for final approval within ten (10) business days of the execution of this Contract. The Contractor shall have the capability to commence implementation of services no later than sixty (60) days after the execution of the Contract.
- A.74. Contractor shall have a disaster recovery/business continuity plan that may be executed in the event of a natural or man-made disaster. Said plan shall be made available to the State with the Transition Plan. The State shall be responsible for repairs and maintenance to the food service facility (i.e., HVAC, water and steam lines, electrical, telecommunications, etc.) except in the event of Contractor or Contractor's employees willful or known misuse or abuse.
- A.75. The State reserves the right to inspect TRC food service facilities and the operations thereof by the Contractor.
- A.76. The State retains the right to use the dining area for a variety of activities that may or may not be food service related. The State will notify the Contractor within twenty-four (24) hours prior to such usage.
- A.77. The State reserves the right to use TRC food service production facilities for educational purposes.
- A.78. The State reserves the right to review and evaluate the food service manager.
- A.79. The State reserves the right to request the replacement of any management personnel.

Contractor Guarantee

- A.80. 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.81. 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 for the period beginning on July 1, 2023 ("Effective Date") and ending on June 30, 2028, ("Term"). The State shall have no obligation for goods delivered 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, except as provided in 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:

(1) Cafeteria Meals

Goods or Services Description	Amount (per compensable increment)				
	7/01/2023— 6/30/2024	7/01/2024— 6/30/2025	7/01/2025— 6/30/2026	7/01/2026— 6/30/2027	7/01/2027— 6/30/2028
Per Meal Rate	\$ / EACH	\$ / EACH	\$ / EACH	\$ / EACH	\$ / EACH

(2) Catered Meals

Goods or Services Description	Amount (per compensable increment)
Catered Traditional Breakfast (See Exhibit 6)	A per person amount equal to the per diem breakfast rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the meal.
Catered Continental Breakfast Level 1(See Exhibit 7)	A per person amount equal to 70% of the per diem breakfast rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the meal.
Catered Continental Breakfast Level 2 (See Exhibit 7)	A per person amount equal to 55% of the per diem breakfast rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the meal.
Catered Formal Lunch or Dinner (See Exhibit 8)	A per person amount equal to the per diem dinner rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the meal.
Catered Semi-Formal Lunch or Dinner (See Exhibit 9)	A per person amount equal to 78% of the per diem dinner rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the meal.
Catered Casual Lunch or Dinner (See Exhibit 10)	A per person amount equal to the per diem lunch rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the meal.
Catered Box Meal (See Exhibit 11)	A per person amount equal to 75% of the per diem lunch rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the meal.
Catered Refreshment Break or Reception Level 1 (See Exhibit 12)	A per person amount equal to the per diem lunch rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the meal.
Catered Refreshment Break or Reception Level 2 (See Exhibit 13)	A per person amount equal to 70% of the per diem breakfast rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the meal.
Catered Refreshment Break or Reception Level 3 (See Exhibit 14)	A per person amount equal to 55% of the per diem breakfast rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the meal.

Catered Refreshment Break or Reception Level 4 (See Exhibit 14)	A per person amount equal to 30% of the per diem breakfast rate of the U.S. General Services Administration (USGA) for Smyrna, TN on the date of the meal.
Table Linens	At cost to the Contractor as determined by copies of actual invoices from the linen service provider, which was selected on a competitive basis.
Note: <u>The Domestic Per Diem Rates of the U.S. General Services Administration (USGA) for Smyrna, Tennessee</u> may be accessed at www.gsa.gov .	

- 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:

Tom Fusco, Administrative Services Director
Tennessee Department of Human Services
Tennessee Rehabilitation Center
460 Ninth Ave
Smyrna, TN 37167
Tom.Fusco@tn.gov

- 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 Human Services, Vocational Rehabilitation
 - (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:

Tom Fusco, Administrative Services Director
Tennessee Department of Human Services

Tennessee Rehabilitation Center
 460 Ninth Ave
 Smyrna, TN 37167
Tom.Fusco@tn.gov
 Telephone # (615) 45906811 extension 220

The Contractor:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
Telephone # Number

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

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

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

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

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

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

- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, 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, workarounds 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 Attachment A and Exhibits 1 through 13
 - 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
- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than two million dollars (\$2,000,000) 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.
 - 2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

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.

f. Sexual Abuse and Molestation Insurance

- i. The Contractor shall maintain sexual abuse and molestation insurance written on either an occurrence or a claims-made basis. 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.
- ii. Any sexual abuse and molestation insurance policy shall have a limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate.
- iii. In lieu of this coverage requirement, the Contractor may provide an Educator’s Legal Liability (ELL) insurance policy endorsed to provide equivalent coverages as indicated in this provision.

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. Equal Opportunity. The Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
- (1) Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
 - (2) Layoff or termination;
 - (3) Rates of pay or other forms of compensation; and
 - (4) Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. If the State approves any subcontract, the subcontract shall include paragraphs (a) and (b) above.
- d. In addition, to the extent applicable the Contractor agrees to comply with 41 C.F. R. § 60-1.4, as that section is amended from time to time during the term.

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 RFP 34570-00323 (Attachment 6.2 Section 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. Reimbursement. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Any goods, materials, supplies, equipment or contracted services procured by Contractor under this Contract shall be procured on a competitive basis when practicable. The Contractor shall maintain documentation supporting Contractor's request for reimbursement. In each instance where it is determined that use of a competitive procurement method was not practicable, Contractor shall seek approval of the Superintendent of the Tennessee Rehabilitation Center in Smyrna to procure by non-competitive procurement as a condition for reimbursement.
- E.4. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Contractor shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Contractor warrants that the Contractor is familiar with FERPA requirements and that it will

comply with these requirements in the performance of its duties under this Contract. The Contractor agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Contract. The Contractor agrees to maintain the confidentiality of all education records and student information. The Contractor shall only use such records and information for the exclusive purpose of performing its duties under this Contract. The obligations set forth in this Section shall survive the termination of this Contract.

The Contractor shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the “Data Accessibility, Transparency and Accountability Act,” and any accompanying administrative rules or regulations (collectively “DATAA”). The Contractor agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Contractor access, and to only use such data for the exclusive purpose of performing its duties under this Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Contractor shall be reported to the State within twenty-four (24) hours. Contractor shall indemnify and hold harmless State, its employees, agents and representatives, from and against any and all claims, liabilities, losses, or causes of action that may arise, accrue, or result to any person or entity that is injured or damaged as a result of Contractor’s failure to comply with this section.

- E.5. 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.6. 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.7. Environmental Tobacco Smoke. Pursuant to the provisions of the federal “Pro-Children Act of 1994” and the Tennessee “Children’s Act for Clean Indoor Air of 1995,” the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post “no smoking” signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.8. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- 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. 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.11. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

a. Reporting of Total Compensation of the Contractor's Executives.

- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
 - i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life

insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

- E.12. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of federal awards, the Contractor agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq.* and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the [insert federal awarding agency] and the Region 4 Office of the Environmental Protection Agency.
- E.13. 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)

DEPARTMENT OF HUMAN SERVICES:

CLARENCE H. CARTER, COMMISSIONER

DATE

ATTACHMENT A**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

EXHIBIT 1**OVERVIEW OF TENNESSEE REHABILITATION CENTER****VOCATIONAL FOOD SERVICE TRAINING PROGRAM**

The purpose of the Vocational Food Service Training Program is to provide the occupational skills training to Customers, preparing them in securing employment within the food service industry at various levels of job responsibility. This vocational training program offers certificates of training in food service to individuals completing necessary requirements in the following areas of occupational competencies: Cafeteria Attendant, Dishwasher, Waiter and Waitress Formal, Host/Hostess, Combined Food Prep and Serving. The training program is eighteen (18) weeks in duration with a capacity of fourteen (14) students. The program may or may not be at capacity at all times. Each Customer of an enrolled class will arrive to the program on the same date and exit upon completion of the 18-week course. On occasion, a student may excel and complete the program early or require additional instruction time to meet the graduation expectations.

A Vocational Instructor is responsible for conducting classroom and hands-on-food service training instruction. This instructor must maintain a Tennessee Professional Occupational Teaching License in good standing. In addition, a Rehabilitation Assistant is assigned to the Vocational Food Service Training Program to work with Customers in carrying out day-to-day food preparation, serving, clean-up and cafeteria dining room organization under the direction of the training instructor.

The Vocational Instructor and Rehabilitation Assistant coordinate with the food service Contractor on a day-to-day basis supervising Customers in food preparation, service, and clean up, on days designated by food service instructor as well as catering and special meal events. The food service Contractor's staff interacts with the Customers in the Vocational Food Service Training Program throughout the training day in carrying out needed food service activities. The food service Contractor's staff mentor Customers in the Vocational Food Service Training Program, and the Customers benefit vocationally from their experience and skills.

EXHIBIT 2

Regulation Resources and Webpages:

***The links listed below may contain s internal links which refer to required regulations and standards required for food services , the terms of which are incorporated in this Contract as applicable. The performance of the Contractor shall also be required to comply with other State or Federal rules, laws, and guidelines specified herein or otherwise applicable.**

United States Department of Agriculture (USDA):

<https://www.fns.usda.gov/part-226%E2%80%94child-and-adult-care-food-program>

Food and Drug Administration (FDA):

<https://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/default.htm>

National Marine Fisheries Service (NMFS):

http://www.nmfs.noaa.gov/aquaculture/policy/24_regulating_aquaculture.html

National Sanitation Foundation (NSF):

<http://www.nsf.org/services/by-type/standards-publications/food-equipment-standards>

<https://sos.tn.gov/effective-rules>

Tennessee Department of Health:

<https://www.tn.gov/health/health-program-areas/eh/eh-programs/eh-foodservice.html>

Tennessee Open Records Information Services:

<https://tbibackgrounds.tbi.tn.gov/Toris/>

Sex Offender Registry Search:

<https://www.tn.gov/tbi/general-information/redirect-tennessee-sex-offender-registry-search/sex-offender-registry-search.html>

Abuse Registry:

<https://apps.health.tn.gov/AbuseRegistry/default.aspx>

EXHIBIT 3

**TENNESSEE REHABILITATION CENTER
CAFETERIA MEAL SERVICE HOURS**

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Breakfast	6:30 to 8:00 a.m.	6:30 to 8:00 a.m.	6:30 to 8:00 a.m.	6:30 to 8:00 a.m.	6:30 to 8:00 a.m.	8:00 to 9:00 a.m.	8:00 to 9:00 a.m.
Lunch	11:15 a.m. to 12:30 p.m.	11:15 a.m. to 12:30 p.m.	11:15 a.m. to 12:30 p.m.	11:15 a.m. to 12:30 p.m.	11:15 a.m. to 12:30 p.m.	11:30 a.m. to 12:30 p.m.	11:30 a.m. to 12:30 p.m.
Dinner	4:45 to 6:00 p.m.	4:45 to 6:00 p.m.	4:45 to 6:00 p.m.	4:45 to 6:00 p.m.	4:45 to 6:00 p.m.	5:00 to 6:00 p.m.	5:00 to 6:00 p.m.

The Tennessee Rehabilitation Center (TRC) in Smyrna periodically closes. TRC Smyrna will be closed the following days:

- State holidays as described in T.C.A. § 15-1-101;
- Student graduations;
- Annual winter break; and
- Any other time when TRC deems necessary to close.

MINIMUM MENU SPECIFICATIONS*

BREAKFAST		
Item	Minimum Daily Choice	Comments
Fruit	2	1 fresh
Juice	2	Frozen Concentrate or Fresh Orange Juice Daily
Eggs	1	Prepared one way
Meat	1	1 choice 3 days per week
Starch	1	Grits, hash browns, or potato wedges
Hot cereal	1	Oatmeal or cream of wheat
Cold cereal	4	To include 1 bran and 1 no sugar variety
Breads	4	White, raisin or wheat bread, English muffins, biscuits, waffles, pancakes, French toast, donuts, coffee cake or Danish pastries
Beverages	3	Coffee, tea, milk (whole, reduced fat, skim, chocolate), hot chocolate
Condiments		As appropriate
LUNCH AND DINNER		
Item	Minimum Daily Choice	Comments
Soup		Optional, when seasonally appropriate
Salads		Salad Bar consisting of tossed greens and appropriate garnishes, cottage cheese, gelatin, and at least 3 other specialty items (fruit, tuna, potato, macaroni salads, etc.)
Fruit	2	Fresh
Salad Dressing	6	At least one low calorie
Entrees	2	1 entrée whole meat or casserole 1 grilled sandwich
Vegetables	2	
Starch	1	Potatoes (baked, whipped, French fries, Au Gratin, scalloped, etc.) or noodles, macaroni and cheese, etc.
Desserts	3	Baked item, gelatin, cobblers, pudding, etc. 1 for diabetic/low sugar diets
Bread	1	Hot rolls, cornbread, muffins, biscuits, etc.
Beverages	10	Coffee, hot and cold tea, milk (whole, skim, reduced fat, chocolate) fruit punch, specialty, and assorted sodas
Condiments	Assorted	As appropriate

*No peanut products may be used in the menu selection.

MEAL CONFIGURATIONS CATERED AND NON-CATERED

TRADITIONAL BREAKFAST

<p>Meal Configuration A</p> <p>Bacon, Sausage, or Ham Eggs Starch Fruit or Fruit Salad Choice of Two Breads Choice of Two Fruit Juices Milk Coffee</p>	<p>Meal Configuration B</p> <p>Meat and Egg Containing Specialty Entrée Starch Fruit or Fruit Salad Bread Choice of Two Beverages Coffee</p>
<p>Sample Menu for Meal Configuration A</p> <p>Bacon Scrambled Eggs Grits Sliced Cantaloupe Biscuits and Bagels w/ Cream Cheese Cranberry or Orange Juice 2% Milk Coffee</p>	<p>Sample Menu for Meal Configuration A</p> <p>Breakfast Quiche Skillet Potatoes Glazed Strawberries and Bananas Angel Biscuits Milk or Pineapple/Orange Juice Coffee</p>
<p>Meal Configuration C</p>	
<p>Meat Specialty Bread Entrée Fruit or Fruit Salad Choice of Two Beverages Coffee</p>	
<p>Sample Menu for Meal Configuration C</p>	
<p>Sausage Links Pecan Waffles w/ Maple Syrup Melon Medley Apple Juice or Milk Coffee</p>	
<p>NOTE: Appropriate condiments and accompaniments such as gravy, sauces, salad dressing, butter, tartar sauce, sweeteners, cream, et cetera, are to be included in accordance with Section A.12.</p>	

MEAL CONFIGURATIONS CATERED AND NON-CATERED

CONTINENTAL BREAKFAST-LEVEL 1

Meal Configuration A	Meal Configuration B
Breakfast Sandwich with Meat Fruit or Fruit Salad Choice of Two Juices Milk Coffee	Breakfast Bread Assortment w/ Minimum of 3 Choices Yogurt Fruit or Fruit Salad Choice of Two Juices Coffee
Sample Menu for Meal Configuration A	Sample Menu for Meal Configuration A
Sausage and Biscuit Fruit Salad Orange Juice or Apple Juice Milk Coffee	Assortment of Crumb Cake, Croissants, & Danish Pastry Yogurt Assortment Fresh Fruit Tray Grape Juice or Cranberry Juice Coffee
NOTE: Appropriate condiments and accompaniments such as gravy, sauces, salad dressing, butter, tartar sauce, sweeteners, cream, et cetera, are to be included in accordance with Section A.12.	

CONTINENTAL BREAKFAST-LEVEL 2

Meal Configuration A	Meal Configuration B
Breakfast Bread Assortment w/ Minimum of 3 Choices (1 non-sweet) Choice of Two Juices Coffee	Breakfast Bread Assortment w/ Minimum of 2 Choices (1 non-sweet) Fruit or Fruit Salad Choice of Two Juices Coffee
Sample Menu for Meal Configuration A	Sample Menu for Meal Configuration A
Bagels w/Cream Cheese Croissants w/ Butter & Jelly Danish Pastry Apple Juice and Orange Juice Coffee	Croissants & Danish Pastry Fresh Apple Grape Juice or Cranberry Juice Coffee
NOTE: Appropriate condiments and accompaniments such as gravy, sauces, salad dressing, butter, tartar sauce, sweeteners, cream, et cetera, are to be included in accordance with Section A.12.	

MEAL CONFIGURATIONS CATERED AND NON-CATERED

FORMAL LUNCH OR DINNER

Meal Configuration A	Meal Configuration B
Beef Entrée Starch Green Vegetable Vegetable (Non-starch) Salad Bread Choice of Two Beverages Specialty Dessert	Combination Entrée with Choice of Two: Beef, Pork, Chicken, or Seafood Starch Green Vegetable Vegetable Salad Bread Choice of Two Beverages Choice of Two Desserts
Sample Menu for Meal Configuration A	Sample Menu for Meal Configuration A
Prime Rib w/ Au Jus Twice Baked Potatoes Sugar Snap Peas Glazed Carrots Strawberry Spinach Salad Yeast Rolls Iced Tea or Coffee Crème Brulee	Shrimp Scampi Beef Tenderloin w/ Mushroom Gravy Wild Rice Grilled Asparagus Sweet Potato Casserole Garden Salad Assorted Rolls Iced Tea or Coffee Strawberry Cake or Key Lime Pie
Meal Configuration C	Meal Configuration D
Specialty Pork, Beef, or Poultry Entrée Starch Green Vegetable Vegetable Salad Bread Choice of Two Beverages Specialty Dessert	Pork, Beef, or Poultry Entrée Starch Green Vegetable Vegetable Salad Soup or Appetizer Bread Choice of Two Beverages Dessert
Sample Menu for Meal Configuration C	Sample Menu for Meal Configuration D
Pork Loin Stuffed w/ Spinach and Wild Mushrooms Potatoes Anna Broiled Tomato w/ Herbs & Parmesan Caesar Salad Angel Biscuits Fruit Tea or Coffee Fresh Peach Shortcake w/ Whipped Cream	Roasted Cornish Hen w/ Herb Stuffing Broccoli Casserole Seasonal Vegetable Medley Baby Spinach Salad w/ Mandarin Oranges Lemon Artichoke Soup Corn Muffins Iced Tea or Lemonade Cheesecake w/ Raspberry Sauce
NOTE: Appropriate condiments and accompaniments such as gravy, sauces, salad dressing, butter, tartar sauce, sweeteners, cream, et cetera, are to be included in accordance with Section A.12	

MEAL CONFIGURATIONS CATERED AND NON-CATERED

SEMI-FORMAL LUNCH OR DINNER

Meal Configuration A	Meal Configuration B
Meat, Fish, or Poultry Entrée Starch Green Vegetable Vegetable/Fruit Bread Choice of Two Beverages Dessert	Meat-containing Casserole, Pasta Dish, or Combination of Ingredients Vegetable, Vegetable Salad, or Soup Bread Choice of Two Beverages Dessert
Sample Menu for Meal Configuration A	Sample Menu for Meal Configuration B
Grilled Pork Chop Rice Pilaf Broccoli Baked Apples Rolls Iced Tea or Coffee Peach Cobbler	Pasta Primavera with Blackened Chicken Caesar Salad Garlic Bread Sticks Iced Tea or Coffee Spumoni Ice Cream
Meal Configuration C	Meal Configuration D
Entrée Salad Soup Bread Choice of Two Beverages Dessert	Choice of: Two Meat, Fish, or Poultry Entrées Starch Green Vegetable Vegetable (Non-Starch) Choice of Two Salad Items Bread Choice of Two Beverages Choice of Two Desserts
Sample Menu for Meal Configuration C	Sample Menu for Meal Configuration D
Beef Fajita Fiesta Salad in Taco Shell Tortilla Soup Fruit Punch or Iced Tea Sopapilla	Sugar-Glazed Ham or Fried Chicken Macaroni and Cheese Green Beans Squash Medley Coleslaw or Green Salad Biscuits Lemonade or Iced Tea Pecan Pie or Carrot Cake
NOTE: Appropriate condiments and accompaniments such as gravy, sauces, salad dressing, butter, tartar sauce, sweeteners, cream, et cetera, are to be included in accordance with Section A.12.	

MEAL CONFIGURATIONS CATERED AND NON-CATERED

CASUAL LUNCH OR DINNER

Meal Configuration A	Meal Configuration B
Meat Salad Starch Salad or Vegetable Salad Fruit or Fruit Salad Bread Choice of Two Beverages Dessert	Meat, Fish, or Poultry Item Starch Fruit/Fruit Salad or Vegetable/Vegetable Salad Bread Choice of Two Beverages Dessert
Sample Menu for Meal Configuration A	Sample Menu for Meal Configuration A
Almond Laced Chicken Salad Marinated Rice Salad Congealed Cranberry Salad Assortment of Crackers Lemonade or Fruit Tea Chess Tart	Chicken Tenders Potato Wedges Fresh Fruit Salad w/ Poppyseed Dressing Pumpkin Muffin Cranberry Juice or Iced Tea Brownie
Meal Configuration C	Meal Configuration D
Choice of Two "Picnic Style" Meats Starch Vegetable Salad Choice of Two Breads Choice of Two Beverages Dessert	Gourmet-Type Sandwich or Wrap Fruit or Fruit Salad Soup or Vegetable Salad Beverage Dessert
Sample Menu for Meal Configuration C	Sample Menu for Meal Configuration D
Charbroiled Hamburger Patty Pork Barbecue Potato Salad Corn on the Cob Coleslaw Buns or Corncakes Lemonade or Soft Drinks Pecan Tarts	Classic Club Wrap Grape Salad Broccoli Cheese Soup Iced Tea Angel Food Cake
Meal Configuration E	
Starch Choice of Two Soups or Sauces Meat Topping Dairy Topping Choice of Two Vegetable Toppings Vegetable or Fruit Salad Bread Choice of Two Beverages Dessert	
Sample Menu for Meal Configuration E	
Penne Pasta Alfredo Sauce or Marinara Sauce Grilled Shrimp Parmesan Cheese Steamed Broccoli or Grape Tomatoes Tossed Green Salad Garlic Bread Chocolate Mousse	
NOTE: Appropriate condiments and accompaniments such as gravy, sauces, salad dressing, butter, tartar sauce, sweeteners, cream, et cetera, are to be included in accordance with Section A.12	

MEAL CONFIGURATIONS CATERED AND NON-CATERED

BOXED MEAL

Meal Configuration A	Meal Configuration B
Salad with Meat/Protein Bread or Crackers Beverage Dessert	Wrap Chips Fruit Beverage Dessert
Sample Menu for Meal Configuration A	Sample Menu for Meal Configuration A
Southern Cobb Salad with Grilled Chicken Sesame Wafers Fruit Tea	Ham and Pepperjack Cheese Wrap Potato Chips Orange Slices Iced Tea Pound Cake
Meal Configuration C	
Sandwich Containing Meat or Protein Chips Fresh Fruit Beverage Dessert	
Sample Menu for Meal Configuration C	
Turkey and Swiss Cheese on Wheatberry Bread BBQ Potato Chips Apples Soft Drink Oatmeal Raisin Cookie	
NOTE: Appropriate condiments and accompaniments such as gravy, sauces, salad dressing, butter, tartar sauce, sweeteners, cream, et cetera, are to be included in accordance with Section A.12.	

MEAL CONFIGURATIONS CATERED AND NON-CATERED

REFRESHMENT BREAK OR RECEPTION-LEVEL 1

<p>Meal Configuration A</p> <p>Hot Dip with Dipping Food Two Meat/Protein Finger Foods Vegetable Tray w/ Dip Fruit or Fruit Salad Choice of Three Sweet s Choice of Three Beverages</p>	<p>Meal Configuration B</p> <p>Mini Meat Sandwich Protein Finger Food Chips and Dip Cheese Tray w/ Crackers Fruit or Vegetable Tray Choice of Three Sweets Choice of Three Beverages</p>
<p>Sample Menu for Meal Configuration A</p> <p>Hot Artichoke Dip w/ Melba Toast Rounds Sausage and Cheese Mushroom Caps Deviled Eggs Broccoli, Cauliflower, & Cucumber w/ French Onion Dip Melon Balls Lemon Bars Brownie Bites Bavarian Cream Puffs Fruit Punch, Iced Tea, or Canned Soft Drinks</p>	<p>Sample Menu for Meal Configuration B</p> <p>Sliced Pork Tenderloin on Yeast Rolls Grilled Chicken Kabobs Pita Chips with Hummus Cheese Tray w/ Crackers Sliced Fresh Fruit with Yogurt Dip Baklava, Assorted Mini Tarts, Chocolate Cupcakes Hot Apple Cider, Fruit Punch, Iced Tea</p>
<p>Meal Configuration C</p>	
<p>Choice of Two Cold Hors D'oeuvres (One w/Protein) Choice of Two Hot Hors D'oeuvres (One w/ Protein) Fruit and Cheese Tray w/ Crackers Choice of Three Sweets Choice of Three Beverages</p>	
<p>Sample Menu for Meal Configuration C</p>	
<p>Pecan Chicken Salad in Mini Pastries Vegetable Pinwheels Buffalo Wings Southwestern Meatballs Fresh Fruit & Cheese Cubes w/ Crackers Mini Éclairs, Petit Fours, Chess Squares Sparkling Grape Juice, Fruit Punch, Lemonade</p>	
<p>NOTE: Appropriate condiments and accompaniments such as gravy, sauces, salad dressing, butter, tartar sauce, sweeteners, cream, et cetera, are to be included in accordance with Section A.12.</p>	

MEAL CONFIGURATIONS CATERED AND NON-CATERED

REFRESHMENT BREAK OR RECEPTION-LEVEL 2

Meal Configuration A	Meal Configuration B
Cheese Ball or Tray Assorted Crackers Fruit Choice of Two Fingertip Desserts Choice of Two Beverages	Choice of Two Desserts Nuts, or Cereal Mixture Mints Beverage
Sample Menu for Meal Configuration A	Sample Menu for Meal Configuration B
Assorted Cheese and Cracker Tray White Grapes Cheesecake Bites and Pecan Tarts Soft Drinks and Coffee	Chocolate Cake with Buttercream Frosting Key Lime Pie Chex Party Mix Butter Mints Fruit Punch
Meal Configuration C	
Antipasto Tray Assorted Crackers Dessert Choice of Two Beverages	
Sample Menu for Meal Configuration C	
Antipasto Tray Assorted Crackers Cookie Bars Coffee or Iced Tea	
NOTE: Appropriate condiments and accompaniments such as gravy, sauces, salad dressing, butter, tartar sauce, sweeteners, cream, et cetera, are to be included in accordance with Section A.12	

MEAL CONFIGURATIONS CATERED AND NON-CATERED

REFRESHMENT BREAK OR RECEPTION-LEVEL 3

Meal Configuration A	Meal Configuration B
Assorted Snack Chips Granola Bars, Trail Mix. or Nuts Fruit Choice of Two Beverages	Bread/Cereal Product Chips & Dip Choice of Two Beverages
Sample Menu for Meal Configuration A	Sample Menu for Meal Configuration B
Tortilla Chips and Salsa Assorted Pkgs. of Potato Chips and Corn Chips Granola Bars Whole Apples Iced Tea or Coffee	Giant Pretzel with Dijon Mustard Cold Spinach Dip with Pita Chips Soft Drinks and Iced Tea
Meal Configuration C	
Ice Cream Product Bottled Water	
Sample Menu for Meal Configuration C	
Ice Cream Sandwiches Bottled Water	
NOTE: Appropriate condiments and accompaniments such as gravy, sauces, salad dressing, butter, tartar sauce, sweeteners, cream, et cetera, are to be included in accordance with Section A.12.	

REFRESHMENT BREAK OR RECEPTION-LEVEL 4

Meal Configuration A	
Choice of Two Bread/Cereal Products Punch	
Sample Menu for Meal Configuration A	
Snickerdoodle Cookies Chex Party Mix Sparkling Party Punch	
Meal Configuration B	Meal Configuration C
A.M. Beverage Service Only Coffee (Regular and Decaffeinated) Hot Tea Choice of Two Juices Bottled Water	P.M. Beverage Service Only Coffee (Regular and Decaffeinated) Hot Tea Choice of Canned Soft Drinks Bottled Water
Sample Menu for Meal Configuration B	Sample Menu for Meal Configuration C
Coffee (Regular and Decaffeinated) Hot Tea Cranberry Juice and Pineapple/Orange Juice Bottled Water	Coffee (Regular and Decaffeinated) Hot Tea Coke, Diet Pepsi, Sprite, & Dr. Pepper Bottled Water
NOTE: Appropriate condiments and accompaniments such as gravy, sauces, salad dressing, butter, tartar sauce, sweeteners, cream, et cetera, are to be included in accordance with Section A.12.	

Sample Vegetarian Alternatives for Various Meal Configurations:

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|--------------------------------------|------------------------------|
| Pesto Alfredo | Vegetarian Breakfast Burrito |
| Eggplant Parmesan | Vegetable Pinwheels |
| Vegetarian Lasagna | |
| Grilled Portabella Mushroom Sandwich | |