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****There are specific items within this document that specifically relate to Tennessee or its laws.**

(YOUR LOGO OR SEAL HERE)

(YOUR SCHOOL)

Request for Proposal

Bookstore Management & Operation

(YOUR SCHOOL HERE) RFP# _____

Proposal Issue Date: _____

Proposal Due Date/Time: _____

Electronic copies of this Request for Proposal available by contacting (INSERT PURCHASING AGENT) at (INSERT EMAIL ADDRESS)

(SCHOOL SPECIFIC)

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(SCHOOL SPECIFIC)**1 INTRODUCTION****1.1 Background (INSERT YOUR SCHOOL BACKGROUND)**

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

Institutions vary in complexity and size from a research intensive university with approximately 20,000 students, to a comprehensive university with over 21,000 students, to 4 regional universities (one that includes a medical school), to 13 community colleges, ranging in size from over 11,000 students to less than 3,000 students. The TBR system also includes 26 Tennessee Technology Centers which offer a wide variety of technical and vocational certificate programs.

1.2 Statement of Purpose

(INSERT YOUR SCHOOL) hereinafter “Institution”, has issued this Request for Proposal (RFP) to define the Institution's minimum service requirements; solicit proposals; detail proposal requirements; and, outline the Institution’s process for evaluating proposals and selecting the contractor.

Through this RFP, Institution seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are small, minority, or women-owned an opportunity to do business with the Institution as contractors and subcontractors. Vendors must complete the Minority/Ethnicity form (**See Attachment 6.1** for form and classification definitions)

The Institution intends to secure a contract for the management and operations of the bookstores at the **(INSERT ALL SCHOOL LOCATIONS)**.

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

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

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

The *Pro Forma* Contract substantially represents the contract document that the Proposer selected by the Institution MUST agree to and sign.

1.4 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Institution’s contracted programs or activities on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the Institution or in the employment practices of the Institution’s contractors. Accordingly, all vendors entering into contracts with the Institution shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

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

(INSERT NAME OF RESPONSIBLE PERSON, ADDRESS AND TELEPHONE NUMBER, FAX NUMBER AND EMAIL ADDRESS)

1.5 Prohibition on Hiring Illegal Immigrants: (THIS SECTION IS TENNESSEE SPECIFIC)

(SCHOOL SPECIFIC)

Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that Contactor attest (**see Attachment 6.10 - ATTESTATION**) in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on this form, Attestation re Personnel Used in Contract Performance ("the Attestation").

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

1.6 Assistance to Proposers with a Disability

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

1.7 RFP Communications

- 1.7.1 Unauthorized contact regarding this RFP with employees or officials of the Institution other than the RFP Coordinator named below may result in disqualification from this procurement process.
- 1.7.1.1 Interested Parties must direct all communications regarding this RFP to the following RFP Coordinator, who is the Institutions only official point of contact for this RFP.
- 1.7.2 The Institution has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:
- RFP-XXX**
- (INSERT NAME OF RESPONSIBLE PERSON, TITLE, ADDRESS, TELEPHONE NUMBER, FAX NUMBER AND EMAIL ADDRESS)**
- 1.7.3 Any oral communications shall be considered unofficial and non-binding with regard to this RFP.
- 1.7.4 Each Proposer shall assume the risk of the method of dispatching any communication or proposal to the Institution. The Institution assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or electronic "postmarking" of a communication or proposal to the Institution by a deadline date shall not substitute for actual receipt of a communication or proposal by the Institution.
- 1.7.5 The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline in the RFP Section 2, Schedule of Events.
- 1.7.6 The Institution reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The Institution's official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.
- 1.7.7 The Institution will convey all official responses and communications pursuant to this RFP to the potential Proposers to whom the Institution mailed a Request for Proposal OR from which the Institution has received a Notice of Intent to Propose.
- 1.7.8 Only the Institution's official, written responses and communications shall be considered binding with regard to this RFP.
- 1.7.9 The Institution reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, electronic mail, or Internet posting).
- 1.7.10 Any data or factual information provided by the Institution, in this RFP or an official response or communication, shall be deemed for informational purposes only, and if a Proposer relies on such data

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or factual information, the Proposer should either: (1) independently verify the information; or, (2) obtain the Institution's written consent to rely thereon.

1.8 Notice of Intent to Propose

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

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

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

1.9 Proposal Deadline

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

1.10 Pre-Proposal Conference

A **Pre-Proposal Conference** will be held at **(INSERT TIME)** on **(INSERT DAY AND TIME)**. The purpose of the conference is to discuss the RFP scope of services. No questions will be entertained prior to the pre-proposal conference. Responses to any question(s) at the Pre-Proposal Conference shall be considered tentative and non-binding with regard to this RFP. Additional Questions concerning the RFP should be submitted in writing prior to the Written Comments Deadline date in the RFP Section 2, Schedule of Events. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the Institution as described in RFP Sections 1.7, *et seq.*, above and on the date detailed in the RFP Section 2, Schedule of Events. Pre-Proposal Conference attendance is not mandatory, and each potential Proposer is limited to a maximum of 2 attendees due to space limitations. The conference will be held at:

(INSERT ADDRESS INCLUDING BUILDING AND ROOM NUMBER)

Proposer's planning to attend the Pre-Proposal Conference must complete **Attachment 6.12** (Notice of Intent to Attend) and email or fax it to: **(INSERT NAME OF RESPONSIBLE PERSON)** at: Email: **(INSERT EMAIL ADDRESS)** or Fax **(INSERT FAX NUMBER)** no later than **(INSERT TIME)** CT on **(INSERT DATE)**.

AND/OR

Written Questions/Answer Period

A question and answer period deadline is in the RFP Section 2, Schedule of Events. The purpose of the written question/answer period is to allow Proposers to submit any questions they may have in regard to the scope of services requested. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the Institution as described in RFP Sections 1.7, *et seq.*, above and on the date in the RFP Section 2, Schedule of Events.

1.11 Performance Bond

The Institution shall require a performance bond upon approval of a contract pursuant to this RFP. The amount of the performance bond must be in the sum of **\$125,000.00**. The successful Proposer shall obtain the required performance bond in form and substance acceptable to the Institution (refer to RFP **Attachment 6.8**) and provide it to the Institution no later than the Performance Bond Deadline date in the RFP Section 2, Schedule of Events. Failure to provide the performance bond by the deadline shall result in contract termination.

(SCHOOL SPECIFIC)**2 RFP SCHEDULE OF EVENTS**

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

RFP SCHEDULE OF EVENTS		
NOTICE: The Institution reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The Institution will communicate any adjustment to the Schedule of Events to the potential Proposers		
EVENT	TIME	DATE (<u>all</u> dates are Institution business days)
1. Institution Issues RFP	4:30pm CT	Thursday, January 6, 2011
2. Disability Accommodation Request Deadline	4:30pm CT	Tuesday, January 18, 2011
3. Pre-proposal Conference/Written Question/Answer Period	10:00am CT	Thursday, January 27, 2011
4. Written Comments Deadline	4:30pm CT	Tuesday, February 1, 2011
5. Institution Responds to Written Comments	4:30pm CT	Tuesday, February 8, 2011
6. Notice of Intent to Propose	4:30pm CT	Thursday, February 10, 2011
7. Proposal Deadline	2:00pm CT	Thursday, February 24, 2011
8. Proposal Opening	2:30pm CT	Thursday, February 24, 2011
9. Institution Completes Technical Proposal Evaluations	4:30pm CT	Thursday, March 10, 2011
10. Institution Opens Cost Proposals and Calculates Scores	8:00am CT	Wednesday, March 23, 2011
11. Institution Issues Intent to Award Letter <u>and</u> Opens RFP Files for Public Inspection	4:30pm CT	Thursday, April 7, 2011
12. Performance Bond Deadline	4:30pm CT	Thursday, April 21, 2011
13. Award of Contract	8:00am CT	Thursday, April 28, 2011
14. Contract Effective Date	8:00am CT	Friday, July 1, 2011

3 PROPOSAL REQUIREMENTS

Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. There will be no best and final offer procedure. However, Institution reserves the

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right to further clarify or negotiate with the best evaluated Proposer subsequent to award recommendation but prior to contract execution if deemed necessary by Institution. Institution may initiate negotiations which serve to alter the bid/proposal in a way favorable to the Institution. For example, prices may be reduced or time requirements may be revised, etc. In no event shall negotiations increase the cost or amend the proposal such that the apparent successful Proposer no longer offers the best proposal.

The **Project Narrative and Requirements** (**Attachment 6.4**) provides general information, requirements-specifications, the Contractor's responsibilities, and the College's responsibilities for the operation of the Jackson State Community College Bookstore. All Proposers must thoroughly read and understand the information provided in this Projects Narrative and Requirements Attachment.

3.1 Proposal Form and Delivery

3.1.1 Each Proposer must complete and sign & date the **Proposal Transmittal and Statement of Certifications and Assurances** (**Attachment 6.3**), and include this attachment in their Proposal Package.

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

3.1.3 Each Proposer must submit **one (1) original and five (5) copies** of the Technical Proposal (**Attachment 6.5**) to the Institution in a sealed package that is clearly marked:

"Technical Proposal in Response to RFP- 3019 -- Do Not Open"

3.1.4 Each Proposer must submit **one (1) original and five (5) copies** of the Cost Proposal (**Attachment 6.6**) to the Institution in a separate, sealed package that is clearly marked:

"Cost Proposal in Response to RFP- 3019 -- Do Not Open"

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

"Contains Separately Sealed Technical and Cost Proposals for RFP- 3019"

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

(INSERT NAME OF RESPONSIBLE PERSON, ADDRESS)

3.1.7 A proposal must be typewritten or hand-written in ink. A Proposer may not deliver a proposal orally.

3.2 Technical Proposal

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

NOTICE: No pricing information shall be included in the Technical Proposal. Inclusion of Cost Proposal amounts in the Technical Proposal will make the proposal non-responsive, and the Institution shall reject it.

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

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

3.2.4 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to

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a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.

- 3.2.5 The Institution may determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference sections of the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide;
- 3.2.6 The Institution may determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide
- 3.2.7 **The Proposer must sign and date the Technical Proposal.** Digital, electronic, or facsimile signatures will not be acceptable as the original signature. Failure to submit one (1) original with an original signature will be cause for rejection of the proposal.

3.3 Cost Proposal

- 3.3.1 The Cost Proposal must be submitted to the Institution in a sealed package separate from the Technical proposal.
- 3.3.2 The Cost Proposal must be recorded on an exact duplicate of the RFP **Attachment 6.6**, Cost Proposal and Scoring Guide.
- 3.3.3 Each Proposer shall ONLY record the proposed cost exactly as required by the Cost Proposal and Evaluation Guide and shall NOT record any other rates, amounts, or information.
- 3.3.4 The proposed cost shall incorporate all costs for services under the Contract for the total contract period.
- 3.3.5 **The Proposer must sign and date the original Cost Proposal.** Digital, electronic, or facsimile signatures will not be acceptable as the original signature. Failure to submit originals with an original signature shall be cause for rejection of the proposal.
- 3.3.6 If a Proposer fails to submit a Cost Proposal as required, the Institution shall determine the proposal to be non-responsive and reject it.

4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION

4.1 Proposer Required Review and Waiver of Objections

Each Proposer must carefully review this RFP and all attachments, including but not limited to the *Pro Forma* Contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by the Institution no later than the Written Comments Deadline in the RFP Section 2, Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these comments/objections have not been brought to the attention of the Institution, in writing, by the Written Comments Deadline.

4.2 RFP Amendment and Cancellation

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

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

4.3 Proposal Prohibitions and Right of Rejection

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- 4.3.1 The Institution reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.
- 4.3.2 Each proposal must comply with all of the terms of this RFP and all applicable state laws and regulations. The Institution may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. The Institution may consider any proposal that does not meet the requirements of this RFP to be non-responsive, and the Institution may reject such a proposal.
- 4.3.3 A proposal of alternate services (*i.e.*, a proposal that offers services different from those requested by this RFP) shall be considered non-responsive and rejected.
- 4.3.4 A Proposer may not restrict the rights of the Institution or otherwise qualify a proposal. The Institution may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected. A link to the impermissible clauses or copies of impermissible provisions is available from RFP Coordinator upon request.
- 4.3.5 A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the Institution may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.
- 4.3.6 A Proposer shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Proposer unless specifically provided for in this proposal.
- 4.3.7 A Proposer shall not submit multiple proposals in different forms. This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and permitting a second Proposer to submit another proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime contractor. Submitting multiple proposals in different forms may result in the disqualification of all Proposers knowingly involved.
- 4.3.8 The Institution shall reject a proposal if the Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer. Regardless of the time of detection, the Institution shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.
- 4.3.9 The Institution shall not contract with or consider a proposal from:
- 4.3.9.1 an individual who is, or within the past six months has been, a state employee. An individual shall be deemed a state employee until such time as all compensation and terminal leave has been paid. Contracts will a company or corporation in which a controlling interest is held by any state employee or the employee's spouse shall be considered, for the purpose of applying this rule, to be a contract with the individual.
- 4.3.9.2 a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
- 4.3.9.3 a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- 4.3.9.4 any individual, company, or other entity involved in assisting the Institution in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and such individual, company, or other entity may not submit a proposal in response to this RFP.

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

4.4 Incorrect Proposal Information

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

4.5 Proposal of Additional Services

If a proposal offers services in addition to those required by and described in this RFP, the additional services may be added to the Contract before contract signing at the sole discretion of the Institution. Costs associated with additional services must be provided on a separate attachment in the cost proposal. Please note that proposed additional services will not be used in evaluating the proposal.

4.6 Assignment and Subcontracting

- 4.6.1 The Proposer awarded a contract pursuant to this RFP may not subcontract, transfer, or assign any portion of the Contract without the Institution's prior, written approval.
- 4.6.2 A subcontractor may only be substituted for a proposed subcontractor at the discretion of the Institution and with the Institution's prior, written approval.
- 4.6.3 At its sole discretion, the Institution reserves the right to refuse approval of any subcontract, transfer, or assignment.
- 4.6.4 Notwithstanding Institution approval of each subcontractor, the Proposer, if awarded a contract pursuant to this RFP, shall be the prime contractor and shall be responsible for all work performed.

4.7 No Payment to an Officer or Employee of the State of Tennessee (THIS SECTION IS TENNESSEE SPECIFIC)

The Vendor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Agreement

4.8 Employee Policies

- 4.8.1 The Vendor shall be responsible for the employment of an adequate and experienced staff of managerial, sales and clerical personnel acceptable to the College, and shall maintain this staff sufficiently to meet the buying demands of students, faculty and staff on daily basis. **The Contractor's employees will be responsible for paying the yearly campus Access Fee of \$10.00.**
- 4.8.2 It shall be the duty of the Vendor to establish wages, employ, terminate, establish leave policies and attend to all other functions necessary to obtain and maintain adequately trained employees and promote labor management relations. Employees of the vendor shall be informed that they are not employees of the College, but that they are expected to conform to College policies and regulations. The College strongly encourages the successful contractor to use students in its operations when they meet necessary skills and time requirements. The College is extremely concerned that the vendor gives consideration to present staff in fulfilling its staffing requirements.
- 4.8.3 Student Employees – The rate of pay for student employees shall not be less than the Federal minimum wage with a maximum limit of fifteen (15) hours per week, per student. (NOTE – The Institution currently does not provide work-study students to the bookstore).
- 4.8.4 The Vendor agrees, that during the performance of work under this contract, the Vendor will comply with all Federal and State employment provisions.

4.9 Right to Refuse Personnel & Employee Conduct

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

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- 4.9.2 The Institution retains the right to have removed from the campus an employee of the Contractor for any actions of misconduct. Removal will be accomplished through the Contractor's management staff.

4.10 Insurance

Successful Proposer must provide and maintain a commercial general liability policy. The policy shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of \$1,000,000 per occurrence, \$3,000,000 in the aggregate. The Proposer shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law, with Employer's Liability Limits of \$100,000. The Proposer shall deliver to the Institution a certificate of insurance no later than the effective date of the contract. If any policy providing insurance required by the contract is cancelled prior to the policy expiration date, the Proposer, upon receiving a notice of cancellation, shall give immediate notice to the Institution.

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

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

4.11 Licensure

The apparent successful Proposer must hold all necessary, applicable business and professional licenses. The Institution may require any or all Proposers to submit evidence of proper licensure with the RFP response. Licensure information must be clearly identified on the outside of Proposer's technical response.

4.12 Financial Stability

The successful Proposer will be required to provide information to the Institution to demonstrate financial stability and capability prior to award of contract.

4.13 Service Location and Work Space

The service pursuant to this RFP is to be performed, completed, managed, and delivered as detailed in the RFP **Attachment 6.2**, *Pro Forma* Contract. A staging area on the Institution's premises may be available for Contractor use in accordance with the *Pro Forma* Contract or at the Institution's discretion. Any work performed on the Institution's premises must be coordinated through **(INSERT NAME OF RESPONSIBLE PERSON)** at **(INSERT TELEPHONE NUMBER)**.

4.14 Proposal Withdrawal

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

4.15 Proposal Errors and Amendments

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

4.16 Proposal Preparation Costs

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

4.17 Continued Validity of Proposals

All Proposals shall state that the offer contained therein is valid for a minimum of one hundred twenty (120) days from the date of opening. This assures that Proposers' offers are valid for a period of time

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sufficient for thorough consideration. Proposals which do not so state will be presumed valid for one hundred twenty (120) days.

4.18 Disclosure of Proposal Contents

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

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

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

4.19 Contractor Registration

All service contractors must complete a Vendor Application with Institution and become a registered vendor. However, registration with the Institution is not required to make a proposal (any unregistered service provider must simply register as required prior to the final contract approval). The vendor application is provided in this proposal packet (**Attachment 6.9**).

4.20 Contract Approval

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

4.21 Contract Term

The Institution intends to enter into a contract with an expected effective period beginning **July 1, 2011** and ending **June 30, 2012**. By mutual agreement, the contract may be renewed on an annual basis for up to four (4) additional twelve (12) month periods under the same terms and conditions or by duly authorized amendments, not to exceed an aggregate of **sixty (60)** months.

4.22 Modification and Amendment

This Agreement may be modified only by written amendment executed by all parties hereto.

4.23 Termination of Contract

4.23.1 The Institution reserves the right to terminate the Contract for convenience at any time by giving a ninety (90) days advance notice in writing.

4.23.2 In the event of cancellation of the contract in a manner other than as referenced above, or if the College cancels the contract because of the Vendor's breach of contract, terms, provision and/or requirements, the College may recover from the Vendor and/or Surety Company, any and all damages suffered because of such failure. Notwithstanding the above, the Vendor shall not be relieved of liability to the College for damages sustained by virtue of any breach of this agreement by the Vendor.

4.24 Reports & Contract Payments

The Vendor shall make provision for submitting monthly statements in a format to be prescribed by the College. The sales statement will show total sales by individual facilities, and will be accompanied by full remittance due to the College in accordance with the terms of the Contract. The vendor will be

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expected to pay on a monthly basis 1/12 of the guaranteed minimum commission within the month the lease covers. Monthly statement and remittance must be submitted within fifteen (15) days after the closing of the Contractor's monthly accounting period. In any event, the period through June 30, must be submitted no later than July 10. Within ninety (90) days after the close of the College fiscal year, June 30, the Contractor shall submit to the College an annual statement from the Contractor's CFO/CEO or a certified public accounting firm of its choice which contains an opinion of the correctness of sales and commissions due and paid the College.

4.25 Maintenance of Records

The Vendor shall maintain documentation for all charges and payments under this Agreement. The books, records and documents of the Vendor insofar as they relate to work performed or money received or paid under this Agreement, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit by the President of the College, Chancellor of the Tennessee Board of Regents, or the Comptroller of the Treasury for the State of Tennessee or their duly authorized representatives.

4.26 Contract Monitoring

The Contractor's deliverables and services provided pursuant to this Contract shall be subject to monitoring and evaluation by the Institution, by a duly appointed representative(s). The Contractor shall submit brief, periodic, progress reports to the Institution as requested.

4.27 Bankruptcy

If at any time during the term of the agreement, petition of bankruptcy is filed by/or against the Contractor or if it shall be an adjudicated bankrupt or an assignment is made for the benefit of creditors, then this contract shall cease and the College shall have the right to, by force or otherwise, re-enter the premises and the same to have, repossess and enjoy, without any liability for damages, anything in this contract of concession to the contrary notwithstanding.

4.28 Applicable Law

This RFP, the Vendor's proposal and any contract awarded here under shall be governed by federal and Tennessee law.

4.29 Severability

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

4.30 Policy and Guideline Compliance

This proposal request and any award made hereunder are subject to the policies and guidelines of the Tennessee Board of Regents (www.tbr.edu) **(TENNESSEE SPECIFIC)** and the Institution (available upon request).

4.31 Protest Procedures.**A. Right to Protest**

- (i) Any actual Proposer who claims to be aggrieved in connection with a specific solicitation process may submit a protest in writing to the Director of Purchasing within seven (7) calendar days after he or she knows or should have known the facts giving rise to the protest.

All Proposers should know and shall be deemed responsible for knowing the facts documented in the Institution's procurement files on the day the Institution opens the bid files for public inspection.

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Any issues raised by the protesting party after the seven (7) calendar day period shall not be considered as part of the protest.

(ii) *Signature on Protest Constitutes Certificate.* The signature of an attorney or protesting party on a request for consideration, protest, motion, or other document constitutes a certificate by the signer that the signer has read such document, that to the best of the signer's knowledge, information, and belief formed after reasonable inquiry, it is well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law, and that it is not interposed for any improper purpose, such as to harass, limit competition, or to cause unnecessary delay, or needless increase in the cost of the procurement or of the litigation. If a request for consideration, protest, pleading, motion, or other document is signed in violation of this subsection before or after appeal to the Chancellor, the Chancellor upon motion or upon his/her own initiative, may impose upon the person who signed it, a represented party, or both, an appropriate sanction, which may include an order to pay to the other party or parties, including the affected Institution, the amount of the reasonable expenses incurred because of the filing of the protest, a petition for a stay of award, pleading, motion, or other paper, including reasonable attorneys' fees.

(iii) Neither a protest nor a stay of award shall proceed under this section unless the protesting party posts a protest bond (**See Attachment 6.11**). The protesting party shall post, with the Director of Purchasing of the Institution, at the time of filing a notice of protest, a bond payable to the Institution in the amount of five percent (5%) of the lowest cost proposal evaluated or five percent (5%) of the highest revenue proposal evaluated. Such protest bond shall be in form and substance acceptable to the Institution and shall be immediately payable to the Institution conditioned upon a decision by the Chancellor that:

1. A request for consideration, protest, pleading, motion, or other document is signed, before or after appeal to the Chancellor, in violation of subsection A. (ii);
2. The protest has been brought or pursued in bad faith; or
3. The protest does not state on its face a valid basis for protest.

(iv) The Institution shall hold such protest bond for at least eleven (11) calendar days after the date of the final determination by the Institution. If the protesting party appeals the determination in accordance with subdivision B.(vii), the Institution shall hold such protest bond until instructed by the Chancellor to either keep the bond or return it to the protesting party.

(v) At the time of filing notice of a protest of a procurement in which the lowest evaluated cost proposal is less than one million dollars (\$1,000,000), or in which the highest evaluated revenue proposal is less than one hundred thousand dollars (\$100,000), a minority or small business protesting party may submit a written petition to the Director of Purchasing for exemption from the protest bond requirement of subsection A.(iii). Such a petition must include clear evidence of minority or small business status. On the day of receipt, the petition shall be given (may be faxed) to the Chancellor or designee. The Chancellor has five (5) business days in which to make a determination. If an exemption from the protest bond requirement is granted, the protest shall proceed as though the bond were posted. Should the Chancellor deny an exemption from the requirement, the protesting party shall post the bond with the Director of Purchasing of the Institution as required in subsection A.(iii) within three (3) business days of the determination. For the purposes of this section, "minority business" is defined as solely owned or at least fifty-one percent (51%) owned by a person or persons who control the daily operation of such business and who is disabled (a person having a physical or mental impairment that in the written opinion of the person's licensed physician, substantially limits one (1) or more of the major life activities of such person, including caring for oneself, and performing manual tasks, which include writing, walking, seeing, hearing, speaking, and breathing); African American (persons having origins in any of the Black racial groups of Africa); Asian American (persons having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the subcontinent, or the Pacific Islands); Hispanic American (persons of Cuban, Mexican, Puerto Rican, Central or South American, or other Spanish or Portuguese origin, culture, or descent, regardless of race,); or Native American

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(persons having origins in any of the original peoples of North America). For purposes of this section, "small business" is defined as one which is independently owned and operated, has total gross receipts of no more than two million dollars (\$2,000,000) for the most recently ended federal tax year, and employs no more than thirty (30) persons on a full-time basis.

B. Authority to Resolve Protest

- (i) The Director of Purchasing of the Institution has the authority to resolve the protest. If deemed necessary, the Director of Purchasing may request a meeting with the protesting party to seek clarification of the protest issues.
- (ii) The final determination of the Director of Purchasing shall be given in writing and submitted to the protesting party.
- (iii) The protesting party may request that the final determination of the Director of Purchasing be considered by the Vice President of Financial & Administrative Affairs of the Institution. The request for consideration shall be made in writing to the Vice President of Financial & Administrative Affairs within seven (7) calendar days from the date of the final determination by the Director of Purchasing.
- (iv) The Vice President of Financial & Administrative Affairs has the authority to review and resolve the protest. If deemed necessary, the Vice President of Financial & Administrative Affairs may request a meeting with the protesting party to seek clarification of the protest issues. The final determination of the Vice President of Financial & Administrative shall be given in writing and submitted to the protesting party.
- (v) The protesting party may request that the final determination of the Vice President of Financial & Administrative Affairs be considered by the President or Director of the Institution. The request for consideration shall be made in writing to the President or Director within seven (7) calendar days from the date of the final determination by the Vice President of Financial & Administrative Affairs.
- (vi) The Institution shall have no longer than sixty (60) calendar days from receipt of the protest to resolve the protest.
- (vii) The protesting party may request that the final determination of the President/Director be considered by the Chancellor. The request for consideration shall be made in writing to the Chancellor within seven (7) calendar days from the date of the final determination by the President/Director. The determination of the Chancellor or designee is final and shall be given in writing and submitted to the protestor.
- (viii) In the event that the Institution fails to acknowledge receipt of a protest within fifteen (15) days of receipt of a protest or fails to resolve the protest within sixty (60) calendar days, the protesting party may request that the Chancellor consider the protest at a meeting.

C. Stay of Award

Prior to the award of a contract, a Proposer who has protested may submit to the Vice President of Financial & Administrative Affairs a written petition for stay of award. Such stay shall become effective upon receipt by the Vice President of Financial & Administrative Affairs. The Director of Purchasing shall not proceed further with the solicitation process or the award of the contract until the protest has been resolved in accordance with this section, unless the Chancellor makes a written determination that continuation of the solicitation process or the award of the contract without delay is necessary to protect substantial interests of the Institution. It shall be the

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responsibility of the Vice President of Financial & Administrative Affairs to seek such determination by the Chancellor.

D. Protest Subsequent to Award

The Tennessee Claims Commission has exclusive jurisdiction to determine all monetary claims against the state for the negligent deprivation of statutory rights.

E. Protest Bond

A protest bond may be presented to the Institution in form and substance compliant with the Protest Bond format, **Attachment 6.11**. Any protest bond presented to the Institution that represents a deviation from the attached format shall be considered for acceptability by the Institution on a case by case basis.

5 PROPOSAL EVALUATION & CONTRACT AWARD

5.1 Evaluation Categories and Maximum Points

The Institution will consider qualifications and experience, technical approach, and cost in the evaluation of proposals. The maximum points that shall be awarded for each of these categories are detailed below.

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	20
Technical Approach	50
Cost Proposal	30

5.2 Evaluation Process

The proposal evaluation process is designed to award the Contract not necessarily to the Proposer of least/best cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.

- 5.2.1 The RFP Coordinator will use the RFP **Attachment 6.5**, Technical Proposal and Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.
- 5.2.1.1 The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP **Attachment 6.5**, Technical Proposal and Evaluation Guide, Technical Proposal Section A). If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document its determination of whether: (1) the proposal meets requirements for further evaluation; (2) the Institution will request clarifications or corrections; or, (3) the Institution will determine the proposal non-responsive to the RFP and reject it.
- 5.2.1.2 A Proposal Evaluation Team, appropriate to the scope and nature of the RFP, will evaluate each Technical Proposal that appears responsive to the RFP.
- 5.2.1.3 Each Proposal Evaluation Team member will independently, evaluate each proposal against the evaluation criteria in this RFP, rather than against other proposals, and will score each in accordance with the RFP **Attachment 6.5**, Technical Proposal and Evaluation Guide.
- 5.2.1.4 The Institution reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or

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discussion shall be limited to specific sections of the proposal identified by the Institution. The subject Proposer shall put any resulting clarification in writing as may be required by the Institution.

- 5.2.2 After Technical Proposal evaluations are completed, the RFP Coordinator will open the Cost Proposals and use the RFP **Attachment 6.6**, Cost Proposal and Scoring Guide to calculate and document the Cost Proposal scores.
- 5.2.3 For each responsive proposal, the RFP Coordinator will add the Technical Proposal scores (Qualifications & Experience + Technical Approach) to the Cost Proposal score - refer to RFP **Attachment 6.7**, Proposal Score Summary Matrix.

5.3 Contract Award Process

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

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

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

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

- 5.3.3 The Institution will also make the RFP files available for public inspection as in the RFP Section 2, Schedule of Events.

- 5.3.4 The Proposer with the apparent best-evaluated proposal must agree to and sign a contract with the Institution which shall be substantially the same as the RFP **Attachment 6.2**, *Pro Forma* Contract.

However, the Institution reserves the right, at its sole discretion, to add terms and conditions or to revise *Pro Forma* Contract requirements in the Institution's best interests subsequent to this RFP process. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.

- 5.3.5 The Proposer with the apparent best-evaluated proposal must sign and return the Contract written by the Institution pursuant to this RFP no later than the Award of Contract Date in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed Contract by the deadline, the Institution may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.
- 5.3.6 If the Institution determines that the apparent best-evaluated proposal is non-responsive and rejects the proposal, the RFP Coordinator will re-calculate scores for each responsive Cost Proposal to determine the new, apparent best-evaluated proposal.

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ATTACHMENT 6.1



**TENNESSEE BOARD OF REGENTS
HIGHER EDUCATION SYSTEM
Minority / Ethnicity Form**

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

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

(SCHOOL SPECIFIC)**W-9 Supplemental Vendor Information**Name of
Business _____

Phone # _____

Fax # _____

Email Address _____ (Of Primary Contact Person)

Company Ownership Type (Please Select One):

- Government
- Non-Profit
- Majority Owned Business
- Small Business *
- Woman Owned **
- Minority Owned ***

Preference for Reporting Purposes: If company ownership qualifies in multiple categories listed above, then please specify the one/only category that the owner wishes to be considered for State reporting purposes.

If Minority Owned, then please select one of the following:

- African American
- Native American
- Hispanic American
- Asian American
- Other Minority Specify: _____

(SCHOOL SPECIFIC)**Ownership Definitions:***** Small Business:**

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

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

Type of Business:	Annual Gross Sales	No. of Employees
Agriculture, Forestry, Fishing	\$500,000	9
Service Industry	\$500,000	9
Retail Trade	\$750,000	9
Educational	\$1,000,000	9
Finance, Insurance & Real Estate	\$1,000,000	9
Transportation, Commerce & Utilities	\$1,000,000	9
Wholesale Trade	\$1,000,000	19
Architectural, Design, Engineering	\$2,000,000	30
Construction	\$2,000,000	30
Information Systems, Technology	\$2,000,000	30
Marketing, Communications, Public Relations	\$2,000,000	30
Medical, Healthcare	\$2,000,000	30
Manufacturing	\$2,000,000	99

**** Woman Owned:**

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

***** Minority Owned:**

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

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

- a) African American (a person having origins in any of the black racial groups of Africa);
- b) Native American (a person having origins in any of the original peoples of North America);
- c) Hispanic American (a person of Mexican, Puerto Rican, Cuban, Central or South American, or

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other Spanish culture or origin, regardless of race);

- d) Asian American (a person having origins in any of the original people of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands).

ATTACHMENT 6.2

PRO FORMA CONTRACT

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

CONTRACT BETWEEN (YOUR SCHOOL)

AND [CONTRACTOR NAME]

This Contract, by and between (YOUR SCHOOL), hereinafter referred to as the “Institution” and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the “Contractor,” is for the provision of bookstore management and operation, as further defined in the “SCOPE OF SERVICES.”

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

[ADDRESS]

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

A. SCOPE OF SERVICES:

A.1. [DESCRIBE IN DETAIL THE SERVICES THE CONTRACTOR IS TO PROVIDE TO THE INSTITUTION AND THE SERVICES THAT THE INSTITUTION IS TO PROVIDE TO THE CONTRACTOR – THIS MAY BE A SUMMARY WITH DETAILED SPECIFICATIONS IN AN ATTACHMENT.]

B. CONTRACT TERM:

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

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

C. COMPENSATION TERMS AND CONDITIONS:

C.1. Vendor Compensation to the College

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

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

SERVICE UNIT/MILESTONE [DUE DATE] AMOUNT
 [SERVICE UNIT/MILESTONE EVENT] \$[NUMBER AMOUNT]
 [SERVICE UNIT/MILESTONE EVENT] \$[NUMBER AMOUNT]

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

- C.4. Travel Compensation. No Travel Compensation paid during the term of this Contract.
- C.5. Payment of Invoice. The payment of an invoice by the Institution shall not prejudice the Institution's right to object to or question any invoice or matter in relation thereto. Such payment by the Institution shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Institution, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.7. Deductions. The Institution reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the Institution any amounts which are or shall become due and payable to the Institution by the Contractor.
- C.8. Retention of Final Payment. An amount of [WRITTEN DOLLAR AMOUNT] [\$NUMBER AMOUNT], representing [WRITTEN NUMBER] percent [NUMBER %] of the maximum total compensation payable under this Contract, shall be withheld by the Institution until [WRITTEN NUMBER] [NUMBER] days after final completion of the services to be performed by the Contractor under this Contract.
- D. TERMS AND CONDITIONS:
- D.1. Required Approvals. The Institution is not bound by this Contract until it is approved by the appropriate officials in accordance with applicable Tennessee laws and regulations as shown on the signature page of this Contract.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials.
- D.3. Ethnicity. This Contract shall not be executed until the Contractor has completed the Minority/Ethnicity Form.
- D.4. Termination for Convenience. The Institution may terminate this Contract without cause for any reason. Termination under this Section D. 4 shall not be deemed a Breach of Contract by the Institution. The Institution shall give the Contractor at least sixty [60] days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the Institution be liable to the Contractor for

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compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.5. Termination for Cause. If the Contractor fails to perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any term of this Contract, the Institution shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services; provided, however, Institution shall have the option to give Contractor written notice and a specified period of time in which to cure. Notwithstanding the above, the Contractor shall not be relieved of liability to the Institution for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.6. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Institution. If such subcontracts are approved by the Institution, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination". Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.7. Conflicts of Interest. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.8. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Records. The Contractor shall maintain documentation for all charges against the Institution under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Institution, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the Institution, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that the parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the Institution, agrees to carry

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adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.13. Institution Liability. The Institution shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, epidemics or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations, including Institution policies and guidelines in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the Tennessee Claims Commission in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the Institution or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407 (**TENNESSEE SPECIFIC**).
- D.17. Severability. If any terms or conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.18. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. ADDITIONAL TERMS AND CONDITIONS:

E.1. Communications and Contacts.

The Institution:

[NAME AND TITLE OF INSTITUTION CONTACT PERSON]
 [INSTITUTION NAME]
 [ADDRESS]
 [TELEPHONE NUMBER]
 [FACSIMILE NUMBER]

The Contractor:

[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]
 [CONTRACTOR NAME]
 [ADDRESS]
 [TELEPHONE NUMBER]
 [FACSIMILE NUMBER]

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

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

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E.3. **Breach.** A party shall be deemed to have breached the Contract if any of the following occurs (However, this list is not exclusive.):

- failure to perform in accordance with any term or provision of the Contract;
- partial performance of any term or provision of the Contract;
- any act prohibited or restricted by the Contract, or
- violation of any warranty.

For purposes of this Contract, these items shall hereinafter be referred to as a “Breach.”

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

- (1) In event of a Breach by Contractor, the Institution shall have available the remedy of actual damages and any other remedy available at law or equity.
- (2) Liquidated Damages— [INCLUDE THIS SECTION ONLY IF APPLICABLE AND ADD ATTACHMENT AS DESCRIBED BELOW] In the event of a Breach, the Institution may assess Liquidated Damages. The Institution shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor’s obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as the amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages provisions contained in the above referenced Attachment [NUMBER] and agrees that the amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the Institution in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the Institution pursuant to the indemnity provision or other section of this Contract.

The Institution may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the Institution exercises its option to declare a Partial Default, or the Institution terminates the Contract. The Institution is not obligated to assess Liquidated Damages before availing itself of any other remedy. The Institution may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or in equity; provided, however, Contractor shall receive a credit for Liquidated Damages previously withheld except in the event of a Partial Default.

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

In the event the Institution declares a Partial Default, the Institution may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the Institution of providing the defaulted service, whether said service is provided by the Institution or a third party. To determine the amount the Contractor is being paid for any particular service, the Institution shall be entitled to receive within five (5) days of any request, pertinent material from Contractor. The Institution shall make the final and binding determination of the amount.

The Institution may assess Liquidated Damages against the Contractor for any failure to perform. Upon Partial Default, the Contractor shall have no right to recover from the

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Institution any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the Institution in the event a Partial Default is declared.

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

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

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

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

- E.5. **Performance Bond.** Contractor shall furnish a performance bond in the amount equal to One Hundred Thousand Dollars (**\$125,000.00**) guaranteeing full and faithful performance of all undertakings and obligations under this Contract for the initial Contract term and all extensions thereof. The bond shall be in the manner and form prescribed by the Institution, must be issued through a company licensed to issue such a bond in the State of Tennessee.

The Contractor shall provide the bond to the Institution no later than the effective date of this Contract. Failure to provide the performance bond prior to the deadline as required shall result in contract termination.

- E.6. **Insurance.** The Contractor shall maintain a commercial general liability policy. The policy shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of \$1,000,000 per occurrence, \$3,000,000 in the aggregate. The Contractor shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law, with Employer's Liability Limits of \$100,000. The Contractor shall deliver to the Institution a certificate of insurance no later than the effective date of the Contract. If any policy providing insurance required by the Contract is cancelled prior to the policy expiration date, the Contractor, upon receiving a notice of cancellation, shall give immediate notice to the Institution.

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

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- E.7. Competitive Procurements. If this Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or services, such procurements shall be made on a competitive basis, when practical.
- E.8. Inventory/Equipment Control.
- No equipment shall be purchased under this Contract.
- E.9. Institution Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the Institution for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the Institution in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the Institution for the residual value of the property at the time of loss.
- E.10. Contract Documents. Included in this Contract by reference are the following documents:
- a. This Contract document and its attachments
 - b. The Request for Proposal and its associated amendments
 - c. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the interpretation of this Contract, these documents shall govern in order of precedence as listed above.

- E.11. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

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 any agency, 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, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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 this 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.

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

- E.12. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the Institution hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.
- E.13. Hold Harmless. The Contractor agrees to indemnify and hold harmless the Institution as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the Institution in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the Institution.

In the event of any such suit or claim, the Contractor shall give the Institution immediate notice thereof and shall provide all assistance required by the Institution in the Institution's defense. The Institution shall

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

- E.14. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- E.15. Prohibition on Hiring Illegal Immigrants. Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124 **(TENNESSEE SPECIFIC)**, requires that Contactor attest in writing **(See Attachment 6.10)** that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance ("the Attestation"), which is attached and hereby incorporated as Attachment A.

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

IN WITNESS WHEREOF:

[CONTRACTOR LEGAL ENTITY NAME]:

[NAME AND TITLE]

Date

[INSTITUTION NAME]:

(SCHOOL SPECIFIC)

[NAME AND TITLE]

Date

APPROVED:

TENNESSEE BOARD OF REGENTS (IF APPLICABLE) (TENNESSEE SPECIFIC):

John Morgan, Chancellor

Date

ATTACHMENT 6.3**PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Proposer must complete and sign this Technical Proposal Transmittal. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the individual is not the Proposer's chief executive, attach evidence showing the individual's authority to bind the proposing entity.

PROPOSER LEGAL ENTITY NAME: _____

The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:

- 1) This proposal constitutes a commitment to provide all services as defined in the RFP Attachment 6.2, *Pro Forma* Contract, Scope of Services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.2, *Pro Forma* Contract. A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the Institution may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.
- 2) The information detailed in the proposal submitted herewith in response to RFP-3019 is accurate.
- 3) The proposal submitted herewith in response to RFP-3019 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.
- 4) The Proposers shall 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;
 - e) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
 - f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
 - g) the condition that 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 Proposer in connection with the Procurement under this RFP.
- 5) The Proposer shall comply with all of the provisions in the subject RFP and shall accept all terms and conditions set out in the RFP Attachment 6.2, *Pro Forma* Contract.
- 6) The Proposer shall provide a performance bond in accordance with the requirements of the RFP. Failure to provide the Institution with the required performance bond will be cause for rejection of proposal.

SIGNATURE & DATE: _____

(SCHOOL SPECIFIC)**ATTACHMENT 6.4****PROJECT NARRATIVE AND REQUIREMENTS**

Jackson State Community College is soliciting proposals for the management and operation of the bookstores at the Jackson Campus; the Lexington-Henderson County Center in Lexington, Tennessee; the Savannah-Hardin County Center in Savannah, Tennessee; and the Humboldt Higher Education Center in Humboldt, Tennessee. If awarded, a contract will be awarded by Jackson State Community College to the proposer who is evaluated to be the best, as measured by the Technical and Cost requirements specified in this document. It is expected that the term of the contract will be July 1, 2011 through June 30, 2012, with the option to renew up to a period of **four (4)** additional one (1) year terms.

A. GENERAL INFORMATION1. Descriptive Profile –

Jackson State Community College is a state-supported College governed by the Tennessee Board of Regents. Outlined below is a brief profile of the College.

Fall 2010 Enrollment: Full Time Students = 2812 (12 credit hours or more)
Part Time Students = 2567 (11 credit hours or less)

Full Time Personnel: Administrators, Faculty & Staff = 249
Adjunct Instructors = 210

Academic Divisions: Arts & Sciences, Professional & Technical Studies, Nursing

The College presently maintains one full-service bookstore at the Jackson campus. The bookstores at the Lexington Center Campus, the Savannah Hardin-County Center Campus, and the Humboldt Center Campus are normally open 1 full week before the beginning of classes each semester and 1 full week after classes begin each semester; but actual operating hours must be coordinated with the Center Directors.

Bookstore facilities/space:

Jackson – 2,350 sq ft (including Manager's office)
Lexington – 150 sq ft
Savannah – 144 sq ft
Humboldt – 175 sq ft

Addresses of each location are as follows:

Jackson State Community College
2046 North Parkway
Jackson, Tennessee 38301

Lexington-Henderson County Center
932 East Church Street
Lexington, Tennessee 38351
(Approximately 27 miles from the Main Campus)

(SCHOOL SPECIFIC)

Savannah-Hardin County Center
 840 South Pickwick Street
 Savannah, Tennessee 38372
 (Approximately 53 miles from the Main Campus)

Humboldt Higher Education Center
 1751 Main Street
 Humboldt, Tennessee 38343
 (Approximately 21 miles from the Main Campus)

2. Operational Schedule:

Main Campus:

Minimum Hours of Operation:

8:00 AM – 4:30 PM Monday - Thursday

8:00 AM – 12:00 PM/Noon on Friday

Off-site / Center Campuses:

Will normally operate one (1) full week prior to, and one (1) full week after the beginning of classes each semester. Additional operating hours will be coordinated with the Center Director.

3. Special Operating Schedule:

Special operating hours shall be established and mutually agreed upon with the Vice President of Finance and Administrative Services for summer, fall and spring registration, as well as for events other than the registration process.

Note: The College may adjust operating schedule as required by needs of the College. All bookstore sales will be conducted by a staff member of the bookstore.

4. JSCC Bookstore annual sales data for the past 4 fiscal years:

- July 1, 2009 – June 30, 2010 = \$2,075,259.50
- July 1, 2008 – June 30, 2009 = \$1,723,358.55
- July 1, 2007 – June 30, 2008 = \$1,838,574.25
- July 1, 2006 – June 30, 2007 = \$1,749,825.22

B. REQUIREMENTS – SPECIFICATIONS

1. Employment of Company

The Vendor shall operate on its own account and manage the activity of the Bookstore and provide adequate services which are deemed in the best interest of the students, faculty and staff of the College at no monetary reimbursement from the College.

It will be the duty of the Vendor to establish wages, employ, terminate, establish leave policies and attend to all other functions necessary to obtain and maintain adequately trained employees and promote labor relations. Employees of the Vendor shall be informed that they are expected to conform to the College's policies and regulations.

The College retains the right to have removed from the campus or center any employees of the Vendor. Removal will be accomplished through Vendor officials.

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Contractor will provide a qualified, experienced, professional and trained staff to maintain a high level of acceptance and operation of the bookstore, and will provide qualified back-up personnel on a timely basis whenever needed.

Student Employees

For student employees, the rate of pay shall not be less than the Federal minimum wage with a maximum limit of fifteen (15) hours per week, per student. (NOTE – The Institution currently does not provide work-study students to the bookstore).

2. Rights to Sell Items

Under the rights granted the Vendor's firm, the firm shall sell books and merchandise considered typical sale items for the College bookstore, as well as operate concessions, souvenir sales, pennants, etc. for campus activities and related events as specified by the College. The Vendor will also be expected to provide service to the off-campus locations served by the College when requested.

Operating supplies normally sold through a Central Stores operation are to be stocked and sold through the Bookstore at cost plus to the College or at retail less discount. A listing of all types of items to be sold will be published and distributed to all **(YOUR SCHOOL)** offices.

3. Textbooks

The vendor and the College shall determine acceptable procedures for the ordering of new and used textbooks and establish deadlines for requisitions for each term. The vendor shall obtain specified textbooks and supplies, both required and recommended, prior to the opening of each term. The vendor shall be required to work with individual department heads or designees to help determine the books needed.

The vendor must make available ISBN numbers to students in accordance to Tennessee Code Annotated, Title 49, Chapter 7, Part 1 and the Tennessee Board of Regents and College Policies **(TENNESSEE SPECIFIC)**.

4. Copyrights and Royalties

The use of the College official trademark/logo or symbol on such store items to be sold shall be done with prior written approval of the College.

5. Commission

The percent of commission agreed upon and accepted by the College shall not be subject to reduction during the initial period or subsequent renewals, in which the contract is in force.

Please note that the cost proposal must be submitted in a separate sealed proposal.

6. Contract Renewal

Contract renewals will be expressed in June of the current contract period for the next period beginning July 1 to June 30 of the following year. Option to renew will be on a year-to-year basis, but not to exceed an aggregate total of **sixty (60) months**.

7. Pricing

The vendor shall submit proposed pricing for each category of items to be sold, including written policy on:

- a. New Textbooks
- b. Used Textbooks

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- c. Discontinued Textbooks
- d. Refund and Exchange
- e. General Pricing
- f. E-Books
- g. Textbook Rentals

Proposals should reflect an effort to assure the most affordable pricing for students.

8. Check Cashing

The vendor is expected to establish its own policy regarding check cashing and/or acceptance for items purchased.

9. Credit Cards

Visa, Mastercard, Discover and American Express will be accepted by the Bookstore. The Vendor is to establish its credit card policy. The Vendor must comply with all PCI and Red Flag Rule Requirements as well as any State and Federal Regulations.

10. Security

The vendor shall provide a general measure of security which meets the approval of **(YOUR SCHOOL)** Administration (for example: Security Cameras). Implementation of individual security measures must be coordinated with the **(YOUR SCHOOL)** Office of the Vice President of Financial and Administrative Affairs.

The vendor shall provide security guard service for the Jackson Campus bookstore during the 2 registration weeks each year (1 week for Fall Semester registration and 1 week for Spring Semester registration). The actual dates for this security guard service must be coordinated with the Office of the Vice President of Financial and Administrative Affairs.

11. Facilities

The College will make available to the successful vendor the present bookstore facilities at the **(YOUR SCHOOL)** Main Campus and at each off-site location. The successful vendor will furnish all equipment, fixtures and furnishings for each bookstore.

12. Reports and Payments

The Vendor will submit a monthly sales report in a format acceptable to the College. The sales report will show total sales and will be accompanied by full remittance due the College in accordance with the terms of the Contract. Monthly payments and report must be submitted to the College within fifteen (15) days after the close of each month of the Contract. At the end of the College's fiscal year, June 30, the Vendor shall submit to the College, within ninety (90) days, a statement from a certified public accounting firm of the Vendor's choice, an accounting of the sales and commissions due and paid to the College. If the annual total commission earned exceeds the annual amount guaranteed the College, the Vendor will pay to the College any additional commission owed within thirty (30) days of the accounting.

C. SUMMARY OF CONTRACTOR'S AND COLLEGE'S RESPONSIBILITIES

For the purpose of establishing a ready reference to the obligations and responsibilities of the Contractor and the College, the following is listed.

1. CONTRACTOR'S (Vendor's) RESPONSIBILITIES:

- a. Employment, salary and supervision of all personnel, including fringe benefits.

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- b. Insurance - bodily injury, products, and property, Worker's Compensation.
- c. Janitorial supplies.
- d. Textbook and supply purchasing.
- e. Telephone expenses - long distance calls and other home office lines.
- f. Office expenses.
- g. Accounting and auditing expenses.
- h. Repair and maintenance to College property and equipment used caused by negligence on the part of the Contractor, with determination to be made by the College.
- i. Provide back-up for managers involved in training and assistance in implementing better procedures and systems.
- j. Provide top professional help in planning new facilities, renovations, and other methods of meeting changing needs.
- k. Internal controls over purchases, issues, sales of goods and cash receipts.
- l. Catalog of all supply items normally stocked in a Central Stores operation (including price).
- m. All local, county, state and federal licenses required.
- n. All local, county, state and federal taxes required.
- o. Custodial services.
- p. Utilities, paid to **(YOUR SCHOOL)**, at a Pro-rated cost based on SQ.FT.
- q. Painting and other physical facility maintenance.
- r. Trash removal to trash bins.
- s. Flatten pasteboard boxes.
- t. Contractor will provide the ability to interface with the College's Banner Student and Banner Financial Accounting Systems and/or with other **(YOUR SCHOOL)** operating systems **(SCHOOL SPECIFIC)**.
- u. General security measures (see #10 above)
- v. Security guard services during Fall & Spring Semester registration weeks.
- w. Provide network services for the Bookstore.

2. THE COLLEGE'S RESPONSIBILITIES:

- a. Make available Bookstore facilities therein and owned by the College.
- b. Change or re-key all locks and alarm codes. (NOTE: One set of keys will be retained by the College Security Office for emergency purposes).
- c. Local Telephone Service.
- d. Trash removal.

ATTACHMENT 6.5

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A		
PROPOSER NAME:		
SECTION A — MANDATORY REQUIREMENTS		
<p>The Proposer must address ALL Mandatory Requirements section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). The RFP Coordinator will review all mandatory requirements, including but not limited to the following:</p> <ul style="list-style-type: none"> ▪ Proposal received on or before the Proposal Deadline. ▪ Technical Proposal copies and Cost Proposal packaged separately. ▪ Technical Proposal contains NO cost data. ▪ Proposer did NOT submit multiple proposals in a different form. ▪ Technical Proposal does NOT contain any restrictions of the rights of the Institution or other qualification of the proposal. <p>The RFP Coordinator will also review the proposal to determine if the Mandatory Requirement Items (below) are met and mark each with pass or fail. For each requirement that is not met, the Proposal Evaluation Team must review the proposal and attach a written determination.</p> <p>NOTICE: In addition to these requirements, the Institution will also evaluate compliance with ALL RFP requirements.</p>		
Proposal Page # (to be completed by Proposer)	Mandatory Requirement	Institution Use ONLY
		Pass/Fail
	<p>A.1 Provide the Proposal Transmittal and Statement of Certifications and Assurances (RFP Attachment 6.3) completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract.</p> <p><i>Each Proposer must sign the Proposal Transmittal and Statement of Certifications and Assurances without exception or qualification.</i></p>	
	<p>A.2 Provide the following as documentation of financial responsibility and stability.</p> <ul style="list-style-type: none"> ▪ a current written bank reference, in the form of a standard business letter, indicating that the proposer's business relationship with the financial institution is in positive standing ▪ two current written, positive credit references, in the form of standard business letters, from vendors with which the Proposer has done business or, documentation of a positive credit rating determined by a accredited credit bureau within the last 6 months ▪ the Proposer's audited financial statements for the past 2 years ▪ Successful Proposer must provide and maintain a commercial general liability policy. The policy shall provide coverage which includes, but is not limited to, bodily injury, 	

	<p>personal injury, death, property damage and medical claims, with minimum limits of \$1,000,000 per occurrence, \$3,000,000 in the aggregate. The Proposer shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law, with Employer's Liability Limits of \$100,000. The successful Proposer shall deliver to the Institution a certificate of insurance no later than the effective date of the contract. If any policy providing insurance required by the contract is cancelled prior to the policy expiration date, the Proposer, upon receiving a notice of cancellation, shall give immediate notice to the Institution.</p> <p><i>(NOTE - Each proposer must include a statement in their original proposal agreeing to all of the requirements in this commercial general liability insurance paragraph).</i></p>	
	<p>A.3 Provide the following as required documentation:</p> <ul style="list-style-type: none"> ▪ Minority/Ethnicity Form ▪ Vendor Application 	
	<p>A.4 Provide a Statement of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) (TENNESSEE SPECIFIC) and, if so, the nature of that conflict.</p> <p><i>Any questions of conflict of interest shall be solely within the discretion of the Institution, and the Institution reserves the right to cancel any award.</i></p>	

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B

PROPOSER NAME:

SECTION B — QUALIFICATIONS & EXPERIENCE

The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (with the associated item references). A Proposal Evaluation Team, made up of three or more Institution employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

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

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items	Institution Use ONLY		
			Possible Points Score	Points Awarded
	B.1 Describe the Proposer's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company). List the names and addresses of any Stockholders who own ten percent (10%) or more interest in the Proposer's firm. Detail the name, mailing address, and telephone number of the person the Institution should contact regarding the proposal			
	B.2 Provide a Statement of whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years, and if so, an explanation providing relevant details.			
	B.3 Provide a Statement of whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony, and if so, an explanation providing relevant details.			
	B.4 Provide a Statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.			
	B.5 Provide a Statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.			

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items			
	<p>B.6 Provide a Statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFP.</p>			
	<p>B.7 Provide a brief, descriptive Statement indicating the Proposer's credentials to deliver the services sought under this RFP.</p>			
	<p>B.8 Indicate how long the Proposer has been performing the services required by this RFP and include the number of years in Central Stores & Bookstore business.</p>			
	<p>B.9 Indicate the Proposer organization's number of employees, client base, and location of offices. Include the address & contact information of the office that will service this (INSERT SCHOOL) Account, and include the Name, address, office phone #, and cell phone # of the management personnel to be contacted if problems arise or emergencies occur.</p>			
	<p>B.10 Provide a narrative description of the proposed project team and its organizational structure, list its member. Provide Qualifications and Resume' of proposed onsite Director/Manager candidates.</p>			
	<p>B.11 Provide a statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform.</p> <p><i>(NOTE - All subcontractors must be approved in advance by the Institution's Vice President of Financial & Administrative Affairs).</i></p>			
	<p>B.12 Provide customer references for similar projects representing both <u>three</u> of the larger accounts currently serviced by the vendor and three completed projects as well as a list, if any, of all current contracts with the Institution or other Tennessee Institutions of Higher Education and all those completed within the previous five year period.</p> <p>Each reference must include:</p> <ul style="list-style-type: none"> ▪ the company name and business address; ▪ the name, title, and telephone number of the company contact knowledgeable about the project work; and ▪ a brief description of the service provided and 			

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items									
	<p>the period of service.</p> <p>The list of contracts with the Institution or higher education must include:</p> <ul style="list-style-type: none"> ▪ the contract number; ▪ the contract term; and ▪ the procuring Institution or agency for each reference. <p><i>Each evaluator will generally consider the results of reference inquiries by the Institution regarding <u>all</u> references provided (both Institution and non-Institution). Current or prior contracts with the Institution are not a prerequisite and are not required for the maximum evaluation score possible, and the existence of such contracts with the Institution will not automatically result in the addition or deduction of evaluation points.</i></p>									
Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;"> Total Raw Weighted Score </td> <td style="width: 10%; text-align: center;"> X 20 </td> <td style="width: 40%; text-align: right;"> = SCORE: </td> </tr> <tr> <td style="text-align: center;"> maximum possible raw weighted score <i>(i.e., 5 x the sum of item weights above)</i> </td> <td style="text-align: center;"> <i>(maximum section score)</i> </td> <td></td> </tr> </table>				Total Raw Weighted Score	X 20	= SCORE:	maximum possible raw weighted score <i>(i.e., 5 x the sum of item weights above)</i>	<i>(maximum section score)</i>		
Total Raw Weighted Score	X 20	= SCORE:								
maximum possible raw weighted score <i>(i.e., 5 x the sum of item weights above)</i>	<i>(maximum section score)</i>									

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C

PROPOSER NAME:

SECTION C — TECHNICAL APPROACH

The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (with the associated item references). A Proposal Evaluation Team, made up of three or more Institution employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value

1 = poor

2 = fair

3 = satisfactory

4 = good

5 = excellent

Proposal Page # (to be completed by Proposer)	Technical Approach Items	Institution Use ONLY		
		Possible Points Score	Points Awarded	
	C.1 Provide a narrative that illustrates the Proposer's understanding of the RFP requirement.			
	C.2 Provide a narrative that illustrates how the Proposer will provide bookstore services to all locations.			
	C.3 Provide a narrative that illustrates the type of soft goods that will be offered above and beyond textbooks.			
	C.4 Provide a narrative that illustrates how the Proposer plans to fit into the College's environment and what the Proposer perceives their role to be within the College.			
	C.5 Provide a narrative that illustrates how the Proposer plans to integrate student Financial Aid into their services with the College's student and accounting systems.			
	C.6 Provide a narrative that illustrates how the Proposer plans to work with the College to meet state requirements associated with the Tennessee Code Annotated, Title 49, Chapter 7, Part 1, (49-7-141) (TENNESSEE SPECIFIC) - See Attachment 6.13.			
	C.7 Provide a narrative that illustrates how the Proposer plans to work with and address the needs of faculty.			
	C.8 Provide a narrative that illustrates how the Proposer will ensure availability of used textbooks.			
	C.9 Provide a narrative that illustrates the Proposer's current procedures on Rented textbooks with current clients and the Proposer's proposal for Rented textbooks for the Jackson State Community College Bookstores.			

	C.10 Provide a narrative that illustrates the planned improvements to the bookstore areas, and how the Proposer plans to ensure quality customer service.									
Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;"> Total Raw Weighted Score </td> <td style="width: 10%; text-align: center; vertical-align: middle;"> X 50 </td> <td style="width: 40%; text-align: right; vertical-align: middle;"> = SCORE: </td> </tr> <tr> <td style="text-align: center;"> maximum possible raw weighted score <i>(i.e., 5 x the sum of item weights above)</i> </td> <td style="text-align: center; vertical-align: middle;"> <i>(maximum section score)</i> </td> <td></td> </tr> </table>				Total Raw Weighted Score	X 50	= SCORE:	maximum possible raw weighted score <i>(i.e., 5 x the sum of item weights above)</i>	<i>(maximum section score)</i>		
Total Raw Weighted Score	X 50	= SCORE:								
maximum possible raw weighted score <i>(i.e., 5 x the sum of item weights above)</i>	<i>(maximum section score)</i>									

ATTACHMENT 6.6

COST PROPOSAL & SCORING GUIDE

NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as shown.

PROPOSER NAME:

SIGNATURE & DATE:

NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer company president, evidence SHALL be attached showing the Signatory's authority to bind the Proposer.

COST PROPOSAL SCHEDULE

The proposed costs, detailed below, shall indicate the proposed price for providing the entire scope of service including all services as defined in the RFP Attachment 6.2. Pro Forma Contract, Scope of Services for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with a resulting contract between the Proposer and the Institution. All monetary amounts are United States currency.

Cost Item Description	Proposed Cost					Institution Use Only		
	Year 1	Year 2	Year 3	Year 4	Year 5	Sum	Possible Points Score	Total Cost
Minimum Annual Guaranteed Commission								
Commission to College: % of Net Bookstore Sales _____ in excess of \$ _____								
Capital Investments								
Other Financial Considerations								
The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.	Evaluation Cost Amount: (sum of all weighted cost amounts above)							
The Highest Rated Cost Proposal out of all Proposals will be awarded 30 Points								

Formula for All other Proposer's Cost Score:

<u>Total Cost of Proposal</u> Cost of Highest/Best Proposal	X 30 (maximum points)	=	Score:	
--	---------------------------------	----------	---------------	--

PROPOSAL SCORE SUMMARY MATRIX
(RFP# 3019)

Proposer's Name:	
-------------------------	--

Category	Maximum Possible Score	Proposer's Actual Score
Qualifications and Experience (Attachment 6.5 - Section B)		
Technical Approach (Attachment 6.5 - Section C)		
Cost Proposal (Attachment 6.6)		
Proposer's Total Score:		

ATTACHMENT 6.8

PERFORMANCE BOND

The Surety Company issuing bond shall be licensed to transact business in the State of Tennessee by the Tennessee Department of Commerce and Insurance (**TENNESSEE SPECIFIC**). Bonds shall be certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached.

KNOW ALL BY THESE PRESENTS:

That we,

(Name of Principal)

(Address of Principal)

as Principal, hereinafter called the Principal, and

(Name of Surety)

(Address of Surety)

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

(Dollar Amount of Bond)

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

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

WHEREAS, the Obligee has engaged the Principal for a sum not to exceed

(Contract Maximum Liability)

to complete Work detailed in the Scope of Services detailed in the State of (**INSERT STATE**) Request for Proposal bearing the RFP Number:

(RFP Number)

a copy of which said Request for Proposal and the resulting Contract are by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, if the Principal shall fully and faithfully perform all undertakings and obligations under the Contract hereinbefore referred to and shall fully indemnify and hold harmless the Obligee from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Obligee any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material, and Work used by the Principal and any immediate or remote subcontractor or furnisher of material under the Principal in the performance of said Contract, in lawful money of the United States of America, as the same shall become due, then this obligation or bond shall be null

and void, otherwise to remain in full force and effect.

AND for value received, it is hereby stipulated and agreed that no change, extension of time, alteration, or addition to the terms of the Contract or the Work to be performed there under or the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration, or addition to the terms of the Contract or the Work or the specifications.

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

_____ day of _____, _____ .

WITNESS:

(Name of Principal)

(Name of Surety)

(Authorized Signature of Principal)

(Signature of Attorney-in-Fact)

(Name of Signatory)

(Name of Attorney-in-Fact)

(Title of Signatory)

(Tennessee License Number of Surety)
(TENNESSEE SPECIFIC)

(TENNESSEE SPECIFIC)**ATTACHMENT 6.9**

TENNESSEE BOARD OF REGENTS

Higher Education System

Vendor Application Form

General Instructions

1. **Company Name and Bid Address.** Enter your company's name and the mailing address to where bids are to be mailed.
2. **Address to which payments are to be mailed.** Enter your company's mailing address where payments are to be mailed. If the same as the bid address, leave blank.
3. **Telephone (toll free).** Enter your company's toll-free telephone number.
4. **Telephone (other).** Enter your company's other (toll) telephone number.
5. **Fax.** Enter your company's fax number.
6. **Name of Contact Person.** Enter the name of the person who will serve as the company's contact person for bid purposes.
7. **Email Address of Contact Person.** Enter the email address of the person listed in #6.
8. **Company URL.** Enter your company's web address (URL).
9. **Federal Identification Number (FEIN):** Enter your company's federal identification number (FEIN).
10. **Social Security Number.** If applicant is an individual or if your company does not have an FEIN, enter your social security number.
11. **Type of Organization.** Choose and select **one** of the listed types of organizations that best describes your company.
12. **Kind of Ownership.** Choose and select **one** of the listed kinds of ownership that apply to your company. (See Minority and Woman Owned Business Ownership Clarifications below.)
13. **Minority Ethnicity Code.** For classification purposes to satisfy purchasing and reporting requirements of the State of Tennessee, this information is needed. Choose and select **one** of the listed minority ethnicity codes that describes your company's ownership. (See Minority Business Ownership Clarification below.)
14. **Annual Gross Sales.** For classification purposes to satisfy purchasing and reporting requirements of the State of Tennessee, this information is needed. Please choose and select **one** of the listed sales volume categories that best describes your company's annual gross sales amount. (See Small Business Ownership Clarification below.)
15. **Type of Business.** For classification purposes to satisfy purchasing and reporting requirements of the State of Tennessee, this information is needed. Choose and select **one** of the listed types of businesses that best describes your company. (See Small Business Ownership Clarification below.)
16. **Number of Employees.** For classification purposes to satisfy purchasing and reporting requirements of the State of Tennessee, this information is needed. Please specify the number of employees currently employed with your company. (See Small Business Ownership Clarification below.)
17. **Excluded from Federal Procurement or Non-procurement Programs.** Are you or any of the principals of your company presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department agency from participation in bid processes? Answer yes or no.
18. **Preference for Reporting Purposes.** If your company qualifies in multiple categories as small, woman owned and/or minority, please specify in which category that you desire for your company to be considered for reporting and classification purposes.
19. **Comments.** List any additional information that you may wish to add to the application.
20. **Commodities.** As part of the vendor application process, please specify the commodities (goods and/or services) that are available for purchase from the applicant. The commodity code listing is enclosed.
21. **Certification.** Sign form and provide information as requested.

(TENNESSEE SPECIFIC)**Small Business Ownership Clarification:**

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

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

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

Minority Ownership Clarification:

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

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

- a) African American (a person having origins in any of the black racial groups of Africa;
- b) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- c) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
- d) Native American (a person having origins in any of the original peoples of North America.

Woman Owned Business Clarification:

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

(TENNESSEE SPECIFIC)

TENNESSEE BOARD OF REGENTS

HIGHER EDUCATION SYSTEM

Vendor Application Form

Complete all information and sign.

Tennessee Board of Regents
Purchasing and Contracts Office
1415 Murfreesboro Road/Suite 350
Nashville, TN 37217
Phone: (615) 366-4436
Fax: (615) 366-3902

<p>1. Company Name & Bid Address:</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>2. Address to which payments are to be mailed (if same as #1, leave blank):</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>3. Telephone (toll free):</p>	<p>4. Telephone (other):</p>
<p>5. Fax:</p>	<p>6. Name of Contact Person:</p>
<p>7. Email Address of Contact Person:</p>	<p>8. Company URL:</p>
<p>9. Federal Identification Number (FEIN):</p>	<p>10. Social Security Number (if no FEIN):</p>
<p>11. Type of Organization (Check One):</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Non-Profit Org.</p> <p><input type="checkbox"/> Corporation</p> <p>State of Incorporation: _____</p> <p>Year of Incorporation: _____</p>	<p>12. Kind of Ownership (Check one):</p> <p><input type="checkbox"/> Govt. (GO)</p> <p><input type="checkbox"/> Non-Profit (NO)</p> <p><input type="checkbox"/> Majority (MJ)</p> <p><input type="checkbox"/> Minority</p> <p><input type="checkbox"/> Woman (WO)</p> <p><input type="checkbox"/> Small (SM)</p>
<p>13. Minority Ethnicity Code (Check One):</p> <p><input type="checkbox"/> African American (MA)</p> <p><input type="checkbox"/> Native American (MN)</p> <p><input type="checkbox"/> Hispanic American (MH)</p> <p><input type="checkbox"/> Asian American (MS)</p> <p><input type="checkbox"/> Other Minority (MO)</p> <p>Specify: _____</p>	<p>14. Annual Gross Sales (Check One):</p> <p><input type="checkbox"/> \$0 - \$499,999</p> <p><input type="checkbox"/> \$500,000 - \$749,999</p> <p><input type="checkbox"/> \$750,000 - \$999,999</p> <p><input type="checkbox"/> \$1,000,000 - \$1,999,999</p> <p><input type="checkbox"/> \$2,000,000 and over</p>

(TENNESSEE SPECIFIC)

<p>15. Type of Business (Check One):</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><input type="checkbox"/> Agriculture, Forestry & Fishing</td> <td style="width: 50%; border: none;"><input type="checkbox"/> Medical / Healthcare</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Architectural / Design / Engineering</td> <td style="border: none;"><input type="checkbox"/> Service Industry</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Finance, Insurance & Real Estate</td> <td style="border: none;"><input type="checkbox"/> Mining</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Construction</td> <td style="border: none;"><input type="checkbox"/> Retail Trade</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Educational</td> <td style="border: none;"><input type="checkbox"/> Wholesale Trade</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Manufacturing</td> <td style="border: none;"><input type="checkbox"/> Transportation, Commerce & Utilities</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Marketing / Communications / Public Relations</td> <td style="border: none;"><input type="checkbox"/> Information Systems / Technology</td> </tr> </table>	<input type="checkbox"/> Agriculture, Forestry & Fishing	<input type="checkbox"/> Medical / Healthcare	<input type="checkbox"/> Architectural / Design / Engineering	<input type="checkbox"/> Service Industry	<input type="checkbox"/> Finance, Insurance & Real Estate	<input type="checkbox"/> Mining	<input type="checkbox"/> Construction	<input type="checkbox"/> Retail Trade	<input type="checkbox"/> Educational	<input type="checkbox"/> Wholesale Trade	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Transportation, Commerce & Utilities	<input type="checkbox"/> Marketing / Communications / Public Relations	<input type="checkbox"/> Information Systems / Technology	<p>16. Number of Employees:</p> <p>_____</p>
<input type="checkbox"/> Agriculture, Forestry & Fishing	<input type="checkbox"/> Medical / Healthcare														
<input type="checkbox"/> Architectural / Design / Engineering	<input type="checkbox"/> Service Industry														
<input type="checkbox"/> Finance, Insurance & Real Estate	<input type="checkbox"/> Mining														
<input type="checkbox"/> Construction	<input type="checkbox"/> Retail Trade														
<input type="checkbox"/> Educational	<input type="checkbox"/> Wholesale Trade														
<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Transportation, Commerce & Utilities														
<input type="checkbox"/> Marketing / Communications / Public Relations	<input type="checkbox"/> Information Systems / Technology														

<p>17. Excluded from Federal Procurement or Nonprocurement Programs? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>18. Preference for reporting purposes: <input type="checkbox"/> Small <input type="checkbox"/> Minority <input type="checkbox"/> Woman-Owned</p>
---	--

19. Comments:

20. Commodities: Please provide the 3-digit commodity codes (from the enclosed list) for goods and/or services for which your company would like to be provided bid opportunities. If additional space is needed to enter commodities, please attach separate sheet.

Class	Class	Class	Class	Class	Class	Class	Class	Class	Class	Class	Class

21. Certification: I hereby certify that I am an authorized representative of the above company and that all the information as completed above is accurate and true.

Authorized Signature _____ Title _____ Date _____

Name (Printed): _____

(TENNESSEE SPECIFIC)**NIGP COMMODITY CODE CLASSES**

<u>Code</u>	<u>Description</u>
005	ABRASIVES
010	ACOUSTICAL TILE, INSULATING MATERIALS AND SUPPLIES
015	ADDRESSING, COPYING, DUPLICATING MACHINE SUPPLIES
019	AGRICULTURAL CROPS, GRAINS (FRUITS, NUTS, AND VEG)
020	AGRICULTURAL EQUIP AND ACCESSORIES
022	AGRICULTURAL EQUIPMENT AND IMPLEMENT PARTS
025	AIR COMPRESSORS AND ACCESSORIES
031	AIR CONDITIONING, HEATING, VENTILATING EQUIPMENT
035	AIRCRAFT AND AIRPORT EQUIP, PARTS, AND SUPPLIES
037	AMUSEMENT, DECORATIONS, ENTERTAINMENT, GIFTS, TOYS
040	ANIMALS, BIRDS, MARINE LIFE, AND POULTRY, LIVE
045	APPLIANCES AND EQUIPMENT, HOUSEHOLD TYPE
050	ART EQUIPMENT AND SUPPLIES
052	ART OBJECTS
055	AUTO ACCESSORIES (CARS, BUSES, TRAILERS, TRUCKS)
060	AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS
065	AUTOMOTIVE AND TRAILER BODIES, ACCESSORIES, PARTS
070	AUTOMOTIVE VEHICLES, RELATED TRANSPORTATION EQUIP
071	AUTOMOBILES, SCHOOL BUSES, SUVs, AND VANS
072	TRUCKS (INCL. DIESEL, GASOLINE, ELECTRIC, HYBRID)
073	TRAILERS
075	AUTOMOTIVE SHOP, RELATED EQUIPMENT AND SUPPLIES
080	BADGES/NAME TAGS, AWARDS, EMBLEMS, PLATES, JEWELRY
085	BAGS, BAGGING, TIES, AND EROSION SHEETING, ETC.
090	BAKERY EQUIPMENT, COMMERCIAL
095	BARBER AND BEAUTY SHOP EQUIPMENT AND SUPPLIES
100	BARRELS, DRUMS, KEGS, AND CONTAINERS
105	BEARINGS (SEE CLASS 060 FOR WHEEL BEARINGS)
110	BELTS AND BELTING: AUTOMOTIVE AND INDUSTRIAL
115	BIOCHEMICALS, RESEARCH
120	BOATS, MOTORS, AND MARINE EQUIPMENT
125	BOOKBINDING SUPPLIES
135	BRICKS, CLAY, MATERIALS, STONE, TILE PRODTs
140	BROOM, BRUSH, AND MOP MFG MACHINERY AND SUPPLIES
145	BRUSHES (SEE CLASS 485 FOR JANITORIAL TYPE)
150	BUILDER'S SUPPLIES
155	BUILDINGS, STRUCTURES (FABRICATED AND PREFAB)
160	BUTCHER SHOP AND MEAT PROCESSING EQUIPMENT
165	CAFETERIA AND KITCHEN EQUIPMENT, COMMERCIAL
175	CHEMICAL LABORATORY EQUIPMENT AND SUPPLIES
180	CHEMICAL RAW MATERIALS (MFG, JANITORIAL, LAUNDRY)
190	CHEMICALS AND SOLVENTS, COMMERCIAL (IN BULK)
192	CLEANING PRODUCTS, DETERGENTS, SOLVENTS, STRIPPERS
193	CLINICAL LABORATORY REAGENTS AND TESTS
195	CLOCKS, WATCHES, JEWELRY AND PRECIOUS STONES
200	CLOTHING (ATHLETIC, UNIFORM, WEATHER, WORK)
201	CLOTHING ACCESSORIES
204	COMPUTER HARDWARE, PERIPHERALS (MICROCOMPUTERS)
206	COMPUTER HARDWARE, PERIPHERALS (MINI, MAIN FRAME)
207	COMPUTER ACCESSORIES AND SUPPLIES

(TENNESSEE SPECIFIC)

208 COMPUTER SOFTWARE: MICROCOMPUTERS
209 COMPUTER SOFTWARE: MINI/MAINFRAME COMPUTERS
210 CONCRETE/METAL PRODUCTS, CULVERTS, PILINGS, SEPTIC
220 CONTROLLING, MONITORING, RECORDING INSTRUMENTS
225 COOLERS, DRINKING WATER (WATER FOUNTAINS)
232 CRAFTS, GENERAL
233 CRAFTS, SPECIALIZED
240 CUTLERY, COOKWARE, DISHES, GLASSWARE, UTENSILS
245 DAIRY EQUIPMENT AND SUPPLIES
250 DATA PROCESSING CARDS AND PAPER
255 DECALS AND STAMPS
257 DEFENSE SYSTEM EQUIPMENT, WEAPONS, ACCESSORIES
260 DENTAL EQUIPMENT AND SUPPLIES
265 DRAPERIES, CURTAINS, AND UPHOLSTERY MATERIAL
269 DRUGS AND PHARMACEUTICALS
271 DRUG AND FEEDING ADMIN, IRRIGATION EQUIP, SUPPLIES
279 EIGHTEENTH (18TH) CENTURY REPRODUCTION GOODS
280 ELECTRICAL CABLES AND WIRES (NOT ELECTRONIC)
285 ELECTRICAL EQUIPMENT, SUPPLIES (NO CABLE AND WIRE)
287 ELECTRONIC EQUIPMENT, PARTS, AND ACCESSORIES
290 ENERGY COLLECTING EQUIP, ACCESSORIES (SOLAR, WIND)
295 ELEVATORS, ESCALATORS, MOVING WALKS (BLDG TYPE)
305 ENGINEERING, ARCHITECT, SURVEYING EQUIP/SUPPLIES
310 ENVELOPES, PLAIN
312 ENVIRONMENTAL PROTECTIVE EQUIP (INSIDE/OUTSIDE)
315 EPOXY BASED FORMULATIONS (ADHESIVES, COATINGS)
318 FARE COLLECTION EQUIPMENT AND SUPPLIES
320 FASTENERS: BOLTS, NUTS, RIVETS, SCREWS, ETC.
325 FEED, BEDDING, VITAMINS, SUPPLEMENTS FOR ANIMALS
330 FENCING
335 FERTILIZERS AND SOIL CONDITIONERS
340 FIRE PROTECTION EQUIPMENT AND SUPPLIES
345 FIRST AID AND SAFETY EQUIPMENT AND SUPPLIES
350 FLAGS, FLAG POLES, BANNERS, AND ACCESSORIES
360 FLOOR COVERING (INSTALL, REMOVAL EQUIP/SUPPLIES)
365 FLOOR MAINTENANCE MACHINES, PARTS, ACCESSORIES
370 FOOD PROCESSING AND CANNING EQUIPMENT, SUPPLIES
375 FOODS: BAKERY PRODUCTS (FRESH)
380 FOODS: DAIRY PRODUCTS (FRESH)
385 FOODS, FROZEN
390 FOODS: PERISHABLE
393 FOODS: STAPLE GROCERY AND GROCER'S MISC ITEMS
395 FORMS, CONTINUOUS: COMPUTER PAPER, FORM LABELS
400 FOUNDRY CASTINGS, EQUIPMENT, AND SUPPLIES
405 FUEL, OIL, GREASE AND LUBRICANTS
410 FURNITURE: HEALTH CARE, HOSPITAL, DOCTOR'S OFFICE
415 FURNITURE: LABORATORY
420 FURNITURE: CAFETERIA, DORM, LIBRARY, LOBBY, SCHOOL
425 FURNITURE: OFFICE
430 GASES, CONTAINERS, EQUIP: LAB, MEDICAL, WELDING
435 GERMICIDES, CLEANERS, RELATED SANITATION PRODUCTS
440 GLASS AND GLAZING SUPPLIES
445 HAND TOOLS, ACCESSORIES AND SUPPLIES

(TENNESSEE SPECIFIC)

450 HARDWARE AND RELATED ITEMS
460 HOSE, SUPPLIES (INDUSTRIAL, COMMERCIAL, GARDEN)
465 HOSPITAL, SURGICAL EQUIP, INSTRUMENTS, SUPPLIES
470 HOSPITAL SPECIALIZED EQUIP: HANDICAPPED, DISABLED
475 HOSPITAL, MEDICAL ACCESSORIES, SUNDRY ITEMS
485 JANITORIAL SUPPLIES, GENERAL LINE
490 LAB EQUIP, SUPPLIES (ANALYTICAL AND RESEARCH)
493 LAB EQUIP, SUPPLIES (BIOCHEMISTRY, CHEM, SCIENCE)
495 LAB FIELD EQUIP, SUPPLIES (BIOLOGY, GEOLOGY, ZOO)
500 LAUNDRY, DRY CLNG EQUIP, SUPPLIES, COMMERCIAL
505 LAUNDRY, DRY CLNG COMPOUNDS, DETERGENTS, SUPPLIES
510 LAUNDRY TEXTILES AND SUPPLIES
515 LAWN MAINTENANCE EQUIPMENT AND ACCESSORIES
520 LEATHER AND SHOE ACCESSORIES, EQUIPMENT, SUPPLIES
525 LIBRARY AND ARCHIVAL EQUIPMENT, MACHINES, SUPPLIES
530 LUGGAGE, BRIEF CASES, PURSES AND RELATED ITEMS
540 LUMBER, SIDING, AND RELATED PRODUCTS
545 MACHINERY AND HARDWARE, INDUSTRIAL
550 MARKERS, PLAQUES AND TRAFFIC CONTROL DEVICES
553 MANUFACTURING COMPONENTS AND SUPPLIES
555 METAL, PAPER, PLASTIC STENCILS, STENCILING DEVICES
556 MASS TRANSPORTATION-TRANSIT BUS
557 MASS TRANSPORTATION-TRANSIT BUS PARTS
558 MASS TRANSPORTATION-RAIL VEHICLES AND SYSTEMS
559 MASS TRANSPORTATION-RAIL VEHICLE PARTS, ACCESS
560 MATERIAL HANDLING, CONVEYORS, STORAGE EQUIPMENT
565 MATTRESS, PILLOW MANUFACTURING MACHINERY, SUPPLIES
570 METALS: BARS, PLATES, RODS, SHEETS, STRIPS, TUBING
575 MICROFICHE, MICROFILM EQUIP, ACCESSORIES, SUPPLIES
578 MISCELLANEOUS PRODUCTS (NOT OTHERWISE CLASSIFIED)
580 MUSICAL INSTRUMENTS, ACCESSORIES, AND SUPPLIES
590 NOTIONS, RELATED SEWING ACCESSORIES, SUPPLIES
593 NUCLEAR EQUIP COMPONENTS, ACCESSORIES, SUPPLIES
595 NURSERY (PLANTS) STOCK, EQUIPMENT, AND SUPPLIES
600 OFFICE MACHINES, EQUIPMENT, AND ACCESSORIES
605 OFFICE MECHANICAL AIDS, SMALL MACHINES, APPARATUS
610 OFFICE SUPPLIES: CARBON PAPER AND RIBBONS
615 OFFICE SUPPLIES, GENERAL
620 OFFICE SUPPLIES: ERASERS, PENS, PENCILS
625 OPTICAL EQUIPMENT, ACCESSORIES, AND SUPPLIES
630 PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER
635 PAINTING EQUIPMENT AND ACCESSORIES
640 PAPER AND PLASTIC PRODUCTS, DISPOSABLE
645 PAPER (FOR OFFICE AND PRINT SHOP USE)
650 PARK, RECREATIONAL, SWIMMING POOL EQUIP, SUPPLIES
652 PERSONAL HYGIENE, GROOMING EQUIPMENT, SUPPLIES
655 PHOTOGRAPHIC EQUIPMENT, FILM, AND SUPPLIES
658 PIPE, TUBING, AND ACCESSORIES (NOT FITTINGS)
659 PIPE AND TUBING FITTINGS
660 PIPES, TOBACCOS, SMOKING ACCESS; ALCOHOLIC BVGS
665 PLASTICS, RESINS, FIBERGLASS
670 PLUMBING EQUIPMENT, FIXTURES, AND SUPPLIES
675 POISONS: AGRICULTURAL AND INDUSTRIAL

(TENNESSEE SPECIFIC)

680 POLICE EQUIPMENT AND SUPPLIES
685 POULTRY EQUIPMENT AND SUPPLIES
690 POWER GENERATION EQUIP, ACCESSORIES, SUPPLIES
691 POWER TRANSMISSION EQUIPMENT
700 PRINTING PLANT EQUIPMENT AND SUPPLIES
710 PROSTHETIC DEVICES, HEARING/READING AIDS
715 PUBLICATIONS, AUDIOVISUAL MATERIALS, BOOKS
720 PUMPING EQUIPMENT AND ACCESSORIES
725 RADIO COMM, PHONE, PHONE EQUIP, ACCESS, SUPPLIES
730 RADIO/TELECOMM TESTING, MEASURING, ANALYZING EQUIP
735 RAGS, SHOP TOWELS, AND WIPING CLOTHS
740 REFRIGERATION EQUIPMENT AND ACCESSORIES
745 ROAD/HWY BUILDING MATERIALS (ASPHALTIC)
750 ROAD/HWY BUILDING MATERIALS (NOT ASPHALTIC)
755 ROAD/HWY ASPHALT, CONCRETE HNDLG, PROCESSING EQUIP
760 ROAD/HWY EQUIP (EARTH HNDLG, GRADING, MOVING)
765 ROAD/HWY EQUIPMENT (EXCEPT EQUIP IN 755 AND 760)
770 ROOFING MATERIALS AND SUPPLIES
775 SALT (SODIUM CHLORIDE)
780 SCALES AND WEIGHING APPARATUS
785 SCHOOL EQUIPMENT, TEACHING AIDS, AND SUPPLIES
790 SEED, SOD, SOIL, AND INOCULANTS
795 SEWING AND TEXTILE MACHINERY AND ACCESSORIES
800 SHOES AND BOOTS
801 SIGNS, SIGN MATERIALS, SIGN MAKING EQUIPMENT, ETC
803 SOUND SYSTEMS, COMPONENTS, AND ACCESSORIES
804 SPACECRAFTS, ACCESSORIES AND COMPONENTS
805 SPORTING GOODS, ATHLETIC, ATHLETIC FACILITY EQUIP
810 SPRAYING EQUIP (HOUSEHOLD, NURSERY PLANT, PAINT)
815 STEAM/HOT WATER FITTINGS, ACCESSORIES, SUPPLIES
820 STEAM/HOT WATER BOILERS, STEAM HEATING EQUIPMENT
825 STOCKMAN EQUIPMENT AND SUPPLIES
830 TANKS: MOBILE, STATIONARY, UNDERGROUND
832 TAPE (NOT MEASURING/OPTICAL/SEWING/SOUND/VIDEO)
840 TELEVISION EQUIPMENT AND ACCESSORIES
845 TESTING APPARATUS AND INSTRUMENTS
850 TEXTILES, FIBERS, HOUSEHOLD LINENS, PIECE GOODS
855 THEATRICAL EQUIPMENT AND SUPPLIES
860 TICKETS, COUPON BOOKS, SALES BOOKS, ETC.
863 TIRES AND TUBES (INCL. RECAPPED/RETREADED TIRES)
864 TRAIN CONTROLS, ELECTRONIC
865 TWINE AND STRING
870 VENETIAN BLINDS, AWNINGS, AND SHADES
875 VETERINARY EQUIPMENT AND SUPPLIES
880 VISUAL EDUCATION EQUIPMENT AND SUPPLIES
883 VOICE RESPONSE SYSTEMS
885 WATER AND WASTEWATER TREATING CHEMICALS
890 WATER SUPPLY, SEWAGE TREATMENT, RELATED EQUIP
895 WELDING EQUIPMENT AND SUPPLIES
898 X-RAY/RADIOLOGICAL EQUIPMENT AND SUPPLIES
905 AIRCRAFT AND AIRPORT OPERATIONS SERVICES
906 ARCHITECTURAL SERVICES, PROFESSIONAL
907 ARCHITECTURAL/ENGINEERING SRVS, NON-PROFESSIONAL

(TENNESSEE SPECIFIC)

908 BOOKBINDING AND REPAIRING SERVICES
909 BUILDING CONSTRUCTION SERVICES, NEW
910 BUILDING MAINTENANCE, INSTALL, REPAIR SERVICES
912 CONSTRUCTION SERVICES, GENERAL
913 CONSTRUCTION SERVICES, HEAVY
914 CONSTRUCTION SERVICES, TRADE (NEW CONSTRN)
915 COMMUNICATIONS AND MEDIA RELATED SERVICES
918 CONSULTING SERVICES
920 DATA PROCESS, COMPUTER, PRGRMMING, SOFTWARE SRVS
924 EDUCATIONAL SERVICES
925 ENGINEERING SERVICES, PROFESSIONAL
926 ENVIRONMENTAL AND ECOLOGICAL SERVICES
928 EQUIP MAINT, REPAIR SRVS (AUTOS, TRAILERS, BUSES)
929 EQUIP MAINT/REPAIR SRVS (AG, CONSTRUCTION)
931 EQUIP MAINT/REPAIR SRVS(APPLIANCE/ATHLETIC)
934 EQUIP MAINT/REPAIR SRVS (LAUNDRY/LAWN/PAINTING)
936 EQUIP MAINT/REPAIR SERVICES (GENERAL EQUIP)
938 EQUIP MAINT/REPAIR SRVS (HOSPITAL, LAB, TESTING)
939 EQUIP MAINT/REPAIR SRVS (OFFICE, PHOTO, RADIO)
940 EQUIP MAINT, REPAIR, CONSTRUCTION FOR RAILROADS
941 EQUIP MAINT/REPAIR: POWER GENERATION/TRANSMISSION
944 FARMING AND RANCHING SERVICES, ANIMAL AND CROP
945 FISHING, HUNTING, TRAPPING, GAME PROPAGATION
946 FINANCIAL SERVICES
947 FORESTRY SERVICES
948 HEALTH RELATED SERVICES
952 HUMAN SERVICES
953 INSURANCE AND INSURANCE SERVICES
954 LAUNDRY AND DRY CLEANING SERVICES
956 LIBRARY SERVICES (INCL RESEARCH/SUBSCRIPTION SRVS)
958 MANAGEMENT SERVICES
959 MARINE CONSTRUCTION, MARINE EQUIPMENT
961 MISC SERVICES, NO. 1 (NOT OTHERWISE CLASSIFIED)
962 MISC SERVICES, NO. 2 (NOT OTHERWISE CLASSIFIED)
963 NON-BIDDABLE MISCELLANEOUS ITEMS
965 PRINTING PREPARATIONS: MATS, NEGATIVES AND PLATES
966 PRINTING AND TYPESETTING SERVICES
967 PRODUCTION AND MANUFACTURING SERVICES
968 PUBLIC WORKS AND RELATED SERVICES
971 REAL PROPERTY RENTAL OR LEASE
975 RENTAL/LEASE SRVCS (AG, AUTO, MARINE, HEAVY EQUIP)
977 RENTAL/LEASE SRVCS (APPLIANCES, FURNITURE, HRDWRE)
979 RENTAL/LEASE SRVCS (ENGINEERING, HOSPITAL, LAB)
981 RENTAL/LEASE OF GENERAL EQUIP
983 RENTAL/LEASE SRVCS (CLOTHING, LAWN, PAINTING)
984 RENTAL/LEASE SRVCS (COMPUTERS, DATA/WORD PROCESS)
985 RENTAL/LEASE SRVCS (OFFICE/PRINT/RADIO/PHONE)
988 ROADSIDE, GROUNDS, RECREATIONAL, PARK SERVICES
989 SAMPLING AND SAMPLE PREP SERVICES (FOR TESTING)
990 SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES
992 TESTING AND CALIBRATION SERVICES
998 SALE OF SURPLUS AND OBSOLETE ITEMS

(TENNESSEE SPECIFIC)**LISTING OF TBR SYSTEM INSTITUTIONS
AND
THE UT SYSTEMS OF HIGHER EDUCATION****(TENNESSEE SPECIFIC)**

Tennessee Board of Regents, Central Office
Austin Peay State University
East Tennessee State University
Middle Tennessee State University
Tennessee State University
Tennessee Technological University
University of Memphis
Chattanooga State Technical Community College
Cleveland State Community College
 TTC-Athens
Columbia State Community College
 TTC-Pulaski
 TTC-Hohenwald
Dyersburg State Community College
 TTC-Newbern
 TTC-Ripley
 TTC-Covington
Jackson State Community College
 TTC-Jackson
 TTC-Whiteville
 TTC-Crump
 TTC-McKenzie
 TTC-Paris
Motlow State Community College
 TTC-Shelbyville
 TTC-Murfreesboro
 TTC-McMinnville
Nashville State Community College
 TTC-Nashville
 TTC-Dickson
Northeast State Technical Community College
 TTC-Elizabethton
Pellissippi State Technical Community College
 TTC-Knoxville
Roane State Community College
 TTC-Oneida/Huntsville
 TTC-Harriman
 TTC-Jacksboro
 TTC-Crossville
Southwest Tennessee Community College
 TTC-Memphis
Volunteer State Community College
 TTC-Livingston
 TTC-Hartsville
Walters State Community College
 TTC-Morristown
University of Tennessee – Chattanooga
University of Tennessee – Knoxville

(TENNESSEE SPECIFIC)

University of Tennessee – Martin
 University of Tennessee – Memphis
 University of Tennessee – Tullahoma

ATTACHMENT 6.10**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

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

**SIGNATURE &
DATE:**

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

(TENNESSEE SPECIFIC)**ATTACHMENT 6.11****Protest Bond**

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

KNOW ALL BY THESE PRESENTS:

That we,

(Name of Protestor)

(Address of Protestor)

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

(Name of Surety)

(Address of Surety)

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

\$ _____
 (Dollar Amount of Bond)

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

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

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

(RFP Number)

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

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

(TENNESSEE SPECIFIC)

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

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

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

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

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

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

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

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

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

On this _____ day of _____ in the year _____

WITNESS:

(Name of Protestor)

(Authorized Signature of Protestor)

(Name and Title of Signatory)

(Name of Surety)

(Signature of Attorney-in-Fact)

(Name of Attorney-in-Fact)

(Tennessee License Number of Surety)

(TENNESSEE SPECIFIC)**ATTACHMENT 6.12**

NOTICE OF INTENT TO ATTEND
(INSERT YOUR SCHOOL) BOOKSTORE RFP #XXXX PRE-PROPOSAL
CONFERENCE

Per Request for Proposal for #XXXX (Bookstore Operation), Section 1.10, **(INSERT YOUR SCHOOL)** will host a Pre-Proposal Conference in the **(INSERT LOCATION)** at **(INSERT TIME)** CT on **(INSERT DAY AND DATE)**. Due to space constraints, each Company will be limited to a maximum of 2 attendees to this Pre-proposal conference. Please list the following information for your Company Representatives that will be attending this Bookstore RFP # Pre-Proposal Conference:

Company Name: _____

Company Representative:

Name: _____

Title: _____

Phone #: _____

Email Address: _____

Company Representative:

Name: _____

Title: _____

Phone #: _____

Email Address: _____

****Email this completed Notice of Intent to Attend the Pre-proposal Conference to: (INSERT NAME OF RESPONSIBLE PERSON) at: Email: (INSERT EMAIL ADDRESS) or Fax (INSERT FAX NUMBER) no later than (INSERT TIME) CT on (INSERT DATE).**

(TENNESSEE SPECIFIC)**ATTACHMENT 6.13****49-7-141. Minimizing cost of textbooks and course materials. —**

(a) The University of Tennessee system and the Tennessee board of regents **(TENNESSEE SPECIFIC)** shall develop policies for minimizing the cost of textbooks and course materials used at public institutions of higher education while maintaining quality of education and academic freedom. These policies shall require that:

(1) Faculty members submit lists of required textbooks and course materials to any on-campus bookstore in a timely manner to ensure that a sufficient quantity of the textbooks and materials are available for purchase when courses begin and that the lists, along with other relevant information concerning textbooks and course materials, including, but not limited to any International Standard Book Number (ISBN), are made available to students on the institution's web site, using existing computer software;

(2) Any on-campus bookstore disclose to faculty members on a per course basis the costs to students of purchasing the required textbooks and course materials and that faculty members affirmatively acknowledge the price of the textbooks and materials before an order is completed;

(3) Faculty members consider the least costly practices in assigning textbooks and course materials, such as adopting the least expensive edition of a textbook available when educational content is comparable to a more costly edition as determined by the faculty member and working closely with publishers and bookstores to create bundles and packages only if they deliver cost savings to students;

(4) Any on-campus bookstore selling textbooks to students as part of a bundled package with other study products recommended by the publisher also provide students the option of purchasing the textbooks and other study products separately from each other, if possible;

(5) Any on-campus bookstore actively promote and publicize book buy-back programs;

(6) Copies of textbooks shall be made available for student use at no cost through the academic department or through the reserve system of the institution's library; provided, that the textbooks have been furnished at no charge by the publisher for this purpose; and

(7) All textbook inventory and monitoring required of any on-campus bookstore by any policy adopted shall be accomplished by existing bookstore staff.

(b) As used in subsection (a), “bundled” means a group of objects joined together by packaging or required to be purchased as an indivisible unit.

[Acts 2007, ch. 504, § 1.]