



# **Request for Proposal**

**Custodial Services for Motlow Smyrna Campus which consists of Art Walker Building, Marylou Apple Building, and Hiatt-Spivey Building**

**RFP #: 25-01**

**Proposal Due 11/15/2024**

**Time: 12:00pm CT**

---

*Electronic copies of this Request for Proposal available at the following website:*  
<https://www.motlow.edu/financial/business-office/>

## CONTENTS

### SECTION

- 1 INTRODUCTION
- 2 RFP SCHEDULE OF EVENTS
- 3 PROPOSAL REQUIREMENTS
- 4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION
- 5 PROPOSAL EVALUATION & CONTRACT AWARD

### RFP ATTACHMENTS:

- 6.1 Ownership Ethnicity Form
- 6.2 *Pro Forma* Contract
- 6.3 Proposal Transmittal/Statement of Certifications & Assurances
- 6.4 RFP Requirements
- 6.5 Technical Proposal & Evaluation Guide
- 6.6 Cost Proposal & Scoring Guide
- 6.7 Reference Questionnaire
- 6.8 Listing of Eligible Institutions
  
- 6.9 Sample Protest Bond
- 6.10 Proposers Exceptions to the Pro Forma Agreement
- 6.11 Proposer Checklist for Prevention of Common RFP Mistakes that lead to Proposal Rejection

# **1 INTRODUCTION**

## **1.1 Background**

Motlow State Community College is a public, multi-campus college offering certificates, associate degrees, and flexible learning pathways for early transfer, college preparation, and workforce training. Students are prepared for employment, career advancement, and four-year college or university transfer. The College serves an eleven-county area comprised of full-time, part-time, traditional, and non-traditional age students from diverse socio-economic populations with disparate educational and cultural backgrounds. The College offers high quality accredited educational programs and a variety of support services emphasizing and promoting student success.

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

## **1.2 Statement of Procurement Purpose**

Motlow State Community College has issued this Request for Proposal (RFP) to define the Institution's minimum service requirements; solicit proposals; detail proposal requirements; and, outline the Institution's process for evaluating proposals and selecting a contractor to provide the requested services.

Through this RFP, Institution seeks to procure necessary goods and/or services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are small, minority, women, and service-disabled veteran owned, the opportunity to do business with the Institution. Vendors must complete the Ownership Ethnicity Form (See Attachment 6.1 for form and classification definitions). In addition, all small, minority, women and service-disabled veteran owned businesses are strongly encouraged to register with the Governor's Office of Diversity Business Enterprise (Go-DBE) to attain official certification. The Institution shall work with the successful Proposer and the Go-DBE Office regarding registration/certification.

The Institution intends to secure a contract for the performance of custodial services at the Motlow Smyrna Campus at Smyrna, Tennessee.

See Attachment 6.4 for additional information and requirements.

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

The RFP Attachment 6.2, *Pro Forma* Contract details substantially represents the contract document that the successful Proposer selected by the Institution MUST agree to and sign. A Proposal that limits or changes any of the terms or conditions contained in the Pro Forma Contract may be considered non-responsive.

## **1.4 Coverage and Participation**

It is acknowledged that Motlow State Community College is issuing this proposal, with the option for other Tennessee Board of Regents institutions to utilize the resulting Contract. A listing of these institutions is provided in Attachment 6.8. After the initial term of the resulting Contract, and each year of the Contract thereafter, the Institution reserves the right to re-negotiate more favorable terms/pricing if more institutions provided in Attachment 6.8 choose to join the resulting Contract.

## 1.5 Nondiscrimination

The Contractor shall abide by all applicable federal and state laws pertaining to discrimination and hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of classifications protected by Federal or State law. Accordingly, the Contractor shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

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

Barbara Scales  
5002 Motlow College Blvd  
Smyrna, TN 37167  
(615) 220-7976  
Email address: [bscales@mscc.edu](mailto:bscales@mscc.edu)

## 1.6 Assistance to Proposers with a Disability

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

## 1.7 RFP Communications

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

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

Emily O'Neal  
Motlow State Community College  
6015 Ledford Mill Road, Tullahoma, Tennessee 37388  
Phone: (931) 393-1533  
[purchasingcontracts@mscc.edu](mailto:purchasingcontracts@mscc.edu)

1.7.2 The Institution has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:

### **RFP 25-01**

1.7.3 Any oral communication shall be considered unofficial and non-binding with regard to this RFP. Only the Institution's official, responses and communications, as defined in Section 1.7.7 below, shall be considered binding with regard to this RFP. The Institution's official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.

1.7.4 The Solicitation Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline in the RFP Section 2, Schedule of Events.

1.7.5 Each Proposer shall assume the risk of the method of dispatching any communication or proposal to the Institution. The Institution assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital "postmarking" of a communication or proposal to the Institution by the specified deadline date shall not substitute for actual receipt of a communication or proposal by the Institution.

1.7.6 The Institution reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification.

1.7.6.1 The Institution will convey all official responses and communications and reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP. Such communication may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the Institution. For Internet posting, please refer to the following website: <https://www.motlow.edu/financial/business-office/>.

1.7.7 Any data or factual information provided by the Institution (in this RFP, an RFP Amendment or any other communication relating to this RFP) is for informational purposes only. The Institution will make reasonable efforts to ensure the accuracy of such data or information, however it is the Proposer's obligation to independently verify any data or information provided by the Institution. The Institution expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Proposers.

## 1.8 Notice of Intent to Propose

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

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

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

## 1.9 Proposal Deadline

Proposals must be submitted no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond to the written RFP and any RFP exhibits, attachments, or amendments. A late proposal shall not be accepted, and a Proposer's failure to submit a proposal before the deadline shall cause the proposal to be disqualified. It is the responsibility of the Proposer to ascertain any additional requirements with respect to packaging and delivery to the Institution. Proposers should be mindful of any potential delays whether foreseeable or unforeseeable.

## 1.10 Pre-Proposal Conference (Mandatory)

A Pre-Proposal Conference will be held at the time and date listed in the RFP Section 2, Schedule of Events. The purpose of the conference is to discuss the RFP scope of goods and/or services. No oral questions will be entertained prior to the pre-proposal conference. Oral responses to any question(s) at the Pre-Proposal Conference shall be considered tentative and non-binding with regard to this RFP. Additional Questions, as well as any questions asked at the Pre-Proposal Conference, concerning the RFP must be submitted in writing prior to the Written Comments Deadline date in the RFP Section 2, Schedule of Events. To ensure accurate, consistent responses to all known potential Proposers, the official response to all questions will be issued by the Institution as described in RFP Section 1.7 above and on the date detailed in the RFP Section 2, Schedule of Events. Pre-Proposal Conference attendance is mandatory, and each potential Proposer may be limited to a maximum number of attendees depending upon space limitations. The conference will be held at:

Motlow State Community College  
Hiatt-Spivey Building  
5006 Motlow College  
Boulevard  
Smyrna, TN 37167

**1.11 Written Questions/Answer Period**

A question and answer period deadline is defined 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 regarding the scope of goods and/or 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.

**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.

<b>RFP SCHEDULE OF EVENTS</b>		
<b>NOTICE: The Institution reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. The Institution will communicate any adjustment to the Schedule of Events to the potential Proposers from whom the Institution has received a Notice of Intent to Propose.</b>		
<b>EVENT</b>	<b>TIME</b>	<b>DATE (all dates are Institution business days)</b>
1. Institution Issues RFP	4:30 PM	10-14-2024
2. Disability Accommodation Request Deadline	12 PM	10-17-2024
3. Pre-Proposal Conference (Mandatory)– Hiatt-Spivey Building – 5006 Motlow College Boulevard, Smyrna TN 37167 –Meet Steve Daubs in Hiatt-Spivey Lobby for mandatory meeting.	9 AM	10-22-2024
4. Final Written Questions Deadline	4:30 PM	10-24-2024
5. Institution Responds to all Questions	4:30 PM	10-28-2024
6. Notice of Intent to Propose Due	4:30 PM	10-31-2024
7. Proposal Deadline	12 PM	11-15-2024
8. Proposal Opening	1:00 PM	11-15-2024
9. Institution Completes Technical Proposal Evaluations	12 PM	11-25-2024
10. Institution Opens Cost Proposals	1:00 PM	11-25-2024
11. Institution Issues Intent to Award Letter and Opens RFP Files for Public Inspection	12 PM	11-27-2024
12. Insurance Certificate Deadline	12 PM	12-5-2024
13. Award of Contract	12 PM	12-18-2024
14. Contract Effective Date	12:01 AM	1-01-2025

### 3 PROPOSAL REQUIREMENTS

Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. The Institution reserves the right to further clarify and request amended proposals and/or to negotiate with the best evaluated Proposer subsequent to award recommendation but prior to contract execution if deemed necessary by Institution. Any amendment or negotiation shall be within the scope of the original procurement. Institution may initiate negotiations which serve to alter the bid/proposal in a way favorable to the Institution. For example, prices may be reduced, time requirements may be revised, etc. In no event shall negotiations increase the cost or amend the proposal such that the apparent successful Proposer no longer offers the best proposal.

#### 3.1 Proposal Form and Delivery

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

3.1.2 Proposers may submit either **electronically** or **hard copy**.

3.1.3 Electronic submission of Proposals and Client References (B.12) will be accepted via email to [purchasingcontracts@mscc.edu](mailto:purchasingcontracts@mscc.edu). Motlow State is not responsible for the timely receipt of submission electronically (e.g., email attachment size limits, file share application compatibility, etc.). It is the responsibility of the Proposer to ensure documents are delivered and accessible per deadline.

3.1.3.1 When submitting **electronically**, email subject line should be:

**“Proposal for RFP 25-01”**

3.1.3.2 Electronic files must be organized as follows:

Each Proposer must submit two (2) separate attachments; one (1) Technical Proposal document (i.e., Attachment 6.5, Qualifications & Experience, Technical, exhibits, appendices, attachments, etc.), and one (1) Cost Proposal file.

3.1.3.3 See Section B.12. for submission of Client References. Client References may be submitted via email to [purchasingcontracts@mscc.edu](mailto:purchasingcontracts@mscc.edu) directly from the client submitting the reference.

3.1.4 When submitting a **hard copy** Proposal:

3.1.4.1 Each Proposer must submit one (1) print version, and one (1) \*electronic, version of the Technical Proposal to the Institution in a sealed package that is clearly marked:

**“Technical Proposal for RFP 25-01 – DO NOT OPEN”**

\*Electronic copy must be submitted on a flash drive with the Technical Proposal submission in the file format that the original RFP documents were advertised (i.e., Word, Excel, etc.) and in the order defined in Section 3.1.3.2 above).

3.1.4.2 **The Proposer must sign and date the Technical Proposal. Failure to submit one technical proposal with a signature may be cause for rejection of the proposal. The signature should be on Attachment 6.5, Technical Proposal and Evaluation Guide, and must be an individual who has the authority to legally bind the Proposer.**

3.1.4.3 Each Proposer must submit one (1) print version, one (1) \*electronic version of the Cost Proposal to the Institution in a separate, sealed package that is clearly marked:

**“Cost Proposal for RFP 25-01 – DO NOT OPEN”**

\*Electronic copy must be submitted on a flash drive with the Cost Proposal submission in the format that the original RFP documents were advertised (i.e., Word, Excel, etc. and in the order defined in Section 3.1.3.2 above).

- 3.1.4.4 The Proposer must sign and date the Cost Proposal. Failure to submit one cost proposal with a signature may be cause for rejection of the proposal. The signature should be on Attachment 6.6, Cost Proposal and Scoring Guide, and must be an individual who has the authority to legally bind the Proposer.
- 3.1.4.5 The Cost Proposal must be submitted to the Institution in a sealed package separate from the Technical proposal.
- 3.1.4.6 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 25-01”**
- 3.1.4.7 Email shall be sent to with tracking number to notify Motlow that a hard copy has been sent.
- 3.1.5 The Institution must receive all proposals in response to this RFP, at the following address, no later than the Proposal Deadline time and date in the RFP Section 2, Schedule of Events. Late proposals will not be considered and will remain unopened and filed in the RFP file.

**Electronic Submissions:**  
[purchasingcontracts@mscc.edu](mailto:purchasingcontracts@mscc.edu)

**Physical Submissions:**  
 Emily O’Neal  
 Purchasing and Contracts Specialist  
 Motlow State Community College  
 6015 Ledford Mill Rd.  
 Tullahoma, TN 37388  
 Phone: 615-393-1533

- 3.1.6 Proposals must be typewritten or hand-written in ink.

### **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: A Technical Proposal must not include any pricing or cost information. This includes references to items that are included “free” or “at no additional cost”, etc. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the Technical Proposal, the Institution may deem the Response to be non-responsive and 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 must duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate). The order of the response to the Technical Proposal and Evaluation Guide must be preserved.
- 3.2.3 Each proposal should be concisely prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English 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 a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.



- 3.2.5 The Institution may, at its sole discretion, determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference sections of the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide **(including using Attachment 6.5 as a table of contents as specified in 3.2.2 hereof)**;
- 3.2.6 The Institution may at its sole discretion, determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide.
- 3.2.7 **The Proposer must sign and date the Technical Proposal. 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.**
- 3.2.8 In the event of a discrepancy between the original Technical Proposal and the digital copy, the original, signed document will take precedence.
- 3.3 Cost Proposal**
- 3.3.1 The Cost Proposal must be submitted to the Institution in a sealed package separate from the Technical proposal.
- 3.3.2 The Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.6, Cost Proposal and Scoring Guide.
- 3.3.3 Each Proposer shall ONLY record the proposed cost exactly as required by the Cost Proposal and Evaluation Guide and shall NOT record any other rates, amounts, or information. See Section C.4 of Attachment 6.4 for instruction on providing additional/optional cost rates.
- 3.3.4 The proposed cost shall incorporate all costs for services under the Contract for the total contract period.
- 3.3.5 **The Proposer must sign and date the Cost 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.**
- 3.3.6 In the event of a discrepancy between the original Cost Proposal and the digital copy, the original, signed document will take precedence.

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

## 4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION

### 4.1 Proposer Required Review and Waiver of Objections

Each Proposer must carefully review this RFP and all attachments, including but not limited to defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). All such Comments must be made in writing and received by the Institution no later than the Written Comments Deadline in the RFP Section 2, Schedule of Events. This will allow issuance of any necessary amendments and help prevent the necessity of cancelling the RFP.

Any proposed alternatives, revisions or additions to the Pro Forma Contract (Attachment 6.2) must be made in writing. **Should the Proposer fail to include proposed alternatives, revisions or additions to the Pro Forma by the Written Comments deadline and/or in its Technical Proposal Response, such alternatives, revisions or additions will not be considered.** A proposal that limits or changes any of the terms or conditions contained in the Pro Forma Contract may be considered non-responsive.

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

### 4.2 RFP Amendment and Cancellation

The Institution reserves the unilateral right to amend this RFP at any time. If an RFP amendment is issued, the Institution will communicate such amendment to the potential Proposers. Each proposal submitted must be in response to the final written RFP and any exhibits, attachments, and amendments.

### 4.3 Proposal Prohibitions and Right of Rejection

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

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

4.3.3 A proposal of alternate goods and/or goods and/or services (*i.e.*, a proposal that offers goods and/or services different from those requested by this RFP) shall be considered non-responsive and rejected.

4.3.4 A Proposer may not restrict the rights of the Institution or otherwise qualify a proposal. The Institution may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.5 A Proposer shall not submit more than one proposal that offers the goods and/or services requested by this RFP. Submitting more than one proposal shall result in the disqualification of the Proposer unless specifically provided for in this RFP.

4.3.6 A Proposer shall not submit multiple proposals in different capacities. This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and a second Proposer submitting a proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime contractor. Submitting multiple proposals in different capacities may result in the disqualification of all Proposers knowingly involved.

4.3.7 The Institution shall reject a proposal if the Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer. Regardless of the time of detection, the Institution shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.

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

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

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

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

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

#### **4.4 Incorrect Proposal Information**

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

#### **4.5 Proposal of Additional Goods and/or services**

If a proposer offers related goods and/or services in addition to those required by and described in this RFP, the additional goods and/or services may be added to the Contract before contract signing at the sole discretion of the Institution. Proposers must provide a detailed description of each related product and/or service offered in addition to those specified in this RFP to be considered for inclusion in the contract as a separate attachment. Costs associated with additional related goods and/or services must be provided on a separate attachment in the Cost Proposal. Please note that proposed additional goods and/or services will not be used in evaluating the proposal.

#### **4.6 Assignment & Subcontracting**

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

4.6.2. If a Proposer intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.5., Section B, Qualifications & Experience Requirements, Item B.10.).

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

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

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

#### **4.7 Right to Refuse Personnel**

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

#### **4.8 Insurance**

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

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

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

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

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

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

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

#### **4.10 Financial Stability**

The successful Proposer will be required to provide information to Institution to demonstrate financial stability and capability prior to award of contract. These requirements are located in Attachment 6.5 of this RFP.

#### **4.11 Service Location and Work Space (OPTIONAL)**

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 Steve Daubs at (931) 393-1575. The Contractor is responsible for securing the work area. The Institution will not accept shipments on behalf of the Contractor.

#### **4.12 Proposal Withdrawal**

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

#### **4.13 Proposal Errors and Amendments**

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

#### **4.14 Proposal Preparation Costs**

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

#### **4.15 Continued Validity of Proposals**

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

#### **4.16 Disclosure of Proposal Contents**

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

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

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

#### **4.17 Contract Approval**

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

#### **4.18. Contractor Performance**

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

#### **4.19. Contract Amendment**

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

#### **4.20. Severability**

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

#### **4.21 Next Ranked Proposer**

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

#### **4.22 Policy and Guideline Compliance**

This proposal request and any award made hereunder are subject to the policies and guidelines of the Tennessee Board of Regents ([www.tbr.edu](http://www.tbr.edu)).

#### **4.23 Protest Procedures**

Refer to the following Internet URL to obtain the Institution's bid protest procedures:

<https://policies.tbr.edu/policies/purchasing-policy>

A sample protest bond format is provided as Attachment 6.9. A protest shall be considered waived if the subject matter of the protest was known or should have been known to the protester before the Written Comments Deadline and the Protester did not raise the issue in a Written Comment.

## 5 PROPOSAL EVALUATION & CONTRACT AWARD

### 5.1 Evaluation Categories and Maximum Points

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

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience (Technical Proposal – Section B)	175
Technical Requirements (Technical Proposal – Section C)	265
Cost Proposal	300

### 5.2 Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Proposer offering the lowest cost, but rather to the responsive and responsible Proposer deemed by the Institution to offer the best combination of attributes based upon the evaluation criteria.

“Responsive Proposer” is defined as a Proposer that has submitted a response that conforms in all material respects to the RFP. “Responsible Proposer” is defined as a Proposer that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

#### 5.2.1 Technical Response Evaluation

The Solicitation Coordinator will use the RFP Attachment 6.5, Technical Proposal and Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

5.2.1.1 The Solicitation Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.5, Technical Proposal and Evaluation Guide, Section A). If the Solicitation Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Chief Procurement Officer will review the proposal and document his/her determination of whether: (1) the proposal meets requirements for further evaluation; (2) the Institution will request clarifications; or (3) the Institution will determine the proposal to be non-responsive to the RFP and reject it. A determination that a proposal is non-responsive must be approved by the Chief Business Officer before notice may be sent out that the proposal has been rejected.

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

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

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

#### 5.2.2 Cost Proposal Evaluation

After the Technical Proposal evaluation has been completed, the Solicitation Coordinator will open the Cost Proposals and use the RFP Attachment 6.6, Cost Proposal and Scoring Guide to calculate and document the Cost Proposal scores.

5.2.3 Total Proposal Score

The Solicitation Coordinator will calculate the sum of the Technical Proposal scores and the Cost Proposal scores and record the resulting number as the total score for the subject Proposal.

**5.3 Contract Award Process**

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

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

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

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

5.3.3 The Institution will make the RFP files available for public inspection as in the RFP Section 2, Schedule of Events following issuance of the Intent to Award.

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

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

5.3.5 The Proposer with the apparent best-evaluated proposal must sign and return the Contract no later than the Award of Contract Date in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed Contract by the deadline, the Institution may determine that the Proposer is non-responsive to the RFP terms and reject the proposal.

5.3.6 If the Institution determines that the apparent best-evaluated proposal is non-responsive and rejects the proposal, the Solicitation Coordinator will re-calculate scores for each responsive Cost Proposal to determine the new, apparent best-evaluated proposal.



TAX/ MINORITY / ETHNICITY FORM

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.

**This form must be completed in full.**

<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><input type="checkbox"/> Service-Disabled Veteran****(see reverse side for definition)</p> <p><input type="checkbox"/> Persons with Disabilities, Disabled Business Enterprise (DSBE)</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. 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    <input type="checkbox"/> Service-Disabled Veteran    <input type="checkbox"/> Persons with Disabilities</p>	
<p>6. Is Contractor or Contractor's parent company located outside the U.S.    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>If yes, state Country: _____</p>	
<p>7. Certification: I certify that all the information completed above is accurate and true.</p> <p>_____</p> <p>Signature <span style="float: right;">Date</span></p> <p>Name (Printed): _____</p> <p>Title: _____</p>	

**\*Minority Ownership Clarification:**

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

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

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

**\*\*Woman-Owned Business Clarification:**

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

**\*\*\*Small Business Ownership Clarification:**

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

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

**\*\*\*\*Service-Disabled Veteran Business Enterprise (SDVBE) Clarification**

Tennessee Service-Disabled Veteran owned mean any person who served honorably on active duty in the Armed Forces of the United States with at least a twenty percent (20%) disability that is service-connected meaning that such disability was incurred or aggravated in the line of duty in the active military, naval or air service. "Tennessee service disabled veteran owned business" means a service-disabled veteran owned business that is a continuing, independent, for profit business located in the state of Tennessee that performs a commercially useful function.

Tennessee Service-Disabled Veteran owned means a service-disabled owned business that is a continuing, independent, for profit business located in the state of Tennessee that performs a commercially useful function, and

- 1. is at least fifty-one percent (51%) owned and controlled by one (1) or more service-disabled owned veterans;
- 2. In the case of a business solely owned by (1) service-disabled veteran and such person's spouse, is at least fifty percent (50) owned and controlled by the service-disabled veteran; or
- 3. In the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned and controlled by one (1) or more service-disabled veteran and whose management and daily business operations are under the control of one (1) or more service-disabled veteran.

**\*\*\*\*\*Persons with Disabilities, Disabled Business Enterprise (DSBE)**

Business owned by persons with disabilities" means a business owned by a person with a disability that is a continuing, independent, for-profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more persons with a disability; 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 persons with a disability and whose management and daily business operations are under the control of one (1) or more persons with a disability:

Person with a disability" means an individual who meets at least one (1) of the following:

- (A) Has been diagnosed as having a physical or mental disability resulting in marked and severe functional limitations that is expected to last no less than twelve (12) months;
- (B) Is eligible to receive social security disability insurance (SSDI); or
- (C) Is eligible to receive supplemental security income (SSI) and has a disability as defined in subdivision (A)

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

**ATTACHMENT 6.2  
PRO FORMA CONTRACT**

The *Pro Forma Contract* set forth in this 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  
MOTLOW STATE COMMUNITY COLLEGE  
AND  
[CONTRACTOR NAME]**

This Contract is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Motlow State Community College, hereinafter referred to as the “Institution” and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the “Contractor,” is for the provision of [BRIEF DESCRIPTION OF THE SERVICE], as further defined in the "SCOPE OF GOODS AND/OR SERVICES."

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

[ADDRESS]

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

A. SCOPE OF GOODS AND/OR SERVICES:

A.1. The Contractor shall provide [DESCRIBE IN DETAIL THE GOODS AND/OR SERVICES THE CONTRACTOR IS TO PROVIDE TO THE INSTITUTION AND THE GOODS AND/OR SERVICES THAT THE INSTITUTION IS TO PROVIDE TO THE CONTRACTOR – THIS MAY BE A SUMMARY WITH DETAILED SPECIFICATIONS IN AN ATTACHMENT.] The scope of goods and/or services and Contractor’s specific responsibilities are defined in Attachment A of this Agreement.

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 goods and/or 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 FIVE] 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.

[THESE DATES SHOULD BE COMPLETE WHEN RFP IS ISSUED]

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the Institution under this Contract exceed **[WRITTEN DOLLAR AMOUNT] [\$NUMBER AMOUNT]**. The Service Rates in Attachment B include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the Institution requests work and the Contractor performs the work in accordance with the Contract requirements.
- 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.
- C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates in Attachment 6.6 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 identified in Attachment B.

The Contractor shall submit monthly invoices, in form and substance acceptable to the Institution with all of 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.

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

- 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. To ensure payment is made in a timely manner, the Contractor shall submit ALL invoices for Motlow State Community College to [motlowaccounts payable@mccc.edu](mailto:motlowaccounts payable@mccc.edu).

- 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.

D. STANDARD TERMS AND CONDITIONS:

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

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

- D.4. Termination for Convenience. The Institution may terminate this Contract, in whole or in part, without cause for any reason. Termination under this Section D. 4 shall not be deemed a Breach of Contract by the Institution. The Institution shall give the Contractor at least 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 compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount based upon such termination.

- D.5. Termination for Cause. If the Contractor fails to perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any term of this Contract, the Institution shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed goods and/or 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 goods and/or services performed under this Contract without obtaining the prior written approval of the Institution. If such subcontracts are approved by the Institution, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination". Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.7. Conflicts of Interest. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.8. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Records. The Contractor shall maintain documentation for all charges against the Institution under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Institution, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the Institution, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, quarterly, progress reports to the Institution as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, 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 goods and/or 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 public liability insurance, issued by a carrier licensed to do business in the State of Tennessee, in the amount of at least one million dollars (\$1,000,000) per occurrence, with an endorsement naming the Institution as an additional insured under the policy, and any other forms of insurance required by law, including, but not limited to, workers compensation insurance. The Contractor shall provide proof of all insurance required under this section prior to execution of this Contract. Contractor shall pay applicable taxes incident to this Contract.

D.14. Institution Liability. The Institution shall have no liability except as specifically provided in this Contract.

D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, epidemics or any other similar cause.

D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations, including Institution policies and guidelines in the performance of this Contract.

D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the Tennessee Claims Commission in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the Institution or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.

D.18. Severability. If any terms or conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. ADDITIONAL TERMS AND CONDITIONS:

E.1. Communications and Contacts.

The Institution:

Renee Austin, Executive Vice President – Business and Finance  
Motlow State Community College  
6015 Ledford Mill Rd  
Tullahoma, TN 37388  
615-393-1640  
Raustin1@mscc.edu

The Contractor:

[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]  
[CONTRACTOR NAME]  
[ADDRESS]

[TELEPHONE NUMBER]  
[FACSIMILE NUMBER]  
[EMAIL ADDRESS]

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 goods and/or services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the Institution any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

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

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

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

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

- (1) In event of a Breach by Contractor, the Institution shall have available the remedy of actual damages and any other remedy available at law or equity.
- (2) Partial Default— In the event of a Breach, the Institution may declare a Partial Default. In which case, the Institution shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the Institution will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the Institution may revise the time periods contained in the notice written to the Contractor.

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

Upon Partial Default, the Contractor shall have no right to recover from the Institution any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the Institution in the event a Partial Default is declared.

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

- E.4. 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. Insurance. The Contractor shall maintain a commercial general liability policy. The commercial general liability policy shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of \$1,000,000 per occurrence, \$3,000,000 in the aggregate. The Contractor shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law. The Contractor shall deliver to the Institution both certificates of insurance no later than the effective date of the Contract. If any policy providing insurance required by the Contract is cancelled prior to the policy expiration date, the Contractor, upon receiving a notice of cancellation, shall give immediate notice to the Institution.

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

- E.6. Competitive Procurements. If this Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, and/or services, such procurements shall be made on a competitive basis, when practical.

- E.7. Inventory/Equipment Control  
All equipment to be used in the execution of this contract is to be contractor-furnished and will be the contractor's full responsibility for usage and maintenance.

- E.8. 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.9. Contract Documents. Included in this Contract by reference are the following documents:

- a. This Contract document and its attachments
- b. The Request for Proposal #25-01 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.10. 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 goods and/or services are endorsed.
- E.11. 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, including reasonable attorney's fees, 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 paragraph or otherwise enforce the obligations of the Contractor to the Institution hereunder.

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

- E.12. 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.13. Prohibition on Hiring Illegal Immigrants. T.C.A. § 12-3-309 prohibits State entities from contracting to acquire goods and/or services from any person who knowingly utilizes the service of illegal immigrants in the performance of the contract and by signing this Contract, the Contractor attests that the Contractor shall not knowingly utilize the goods and/or services of illegal immigrants in the performance of the Contract and will not knowingly utilize the goods and/or services of any subcontractor, if permitted under the Contract, who will utilize the goods and/or services of illegal immigrants in the performance of the Contract. By signing this Contract, the Contractor attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the goods and/or services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the goods and/or services of any subcontractor who will utilize the goods and/or services of an illegal immigrant in the performance of this Contract.

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

- E.14. Sales and Use Tax. The Contractor attests that it has registered with or have received an exemption from the Department of Revenue for the collection of Tennessee sales and use tax. This registration or exemption requirement is a material requirement of this Contract. The Contractor shall comply, and shall require any subcontractor to comply, with all laws and regulations governing the remittance of sales and use taxes on the sale of goods and services made by the Contractor, or the Contractor's subcontractor.
- E.15. Contract Reporting. The Contractor shall assist with the Institution's state and federal reporting requirements by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the Institution in form and substance as required by the Institution.
- E.16. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- E.17. Boycott of Israel. The Contractor certifies that is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total potential value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.
- E.18. Click-Wrap Agreements. The Contractor agrees that click-wrap agreements shall not be binding upon the Institution. No employee has the actual or apparent authority to enter into click-wrap agreements on behalf of the Institution without the approval of the Institution's Procurement and/or Contracts Office. No employee has the authority to modify, amend, or supplement this Contract through a click-wrap agreement. This Contract can only be modified, amended, or supplemented under these terms through a written amendment in accordance with the Institution's and TBR's procedures, policies, and guidelines.
- E.19. Binding Contract. The Contractor fully understands that this Contract is not binding except and until all appropriate State officials' approvals and signatures have been obtained, and the fully executed document returned to the Contractor.

**IN WITNESS WHEREOF:**

**[CONTRACTOR LEGAL ENTITY NAME]:**

---

**[NAME AND TITLE]**

**Date**

**MOTLOW STATE COMMUNITY COLLEGE**

---

**NAME AND TITLE]**

**Date**

**APPROVED:**

**TENNESSEE BOARD OF REGENTS:**

---

Flora Tydings, Chancellor

Date

## **CONTRACTOR RESPONSIBILITIES**

### **Contract Requirement:**

The requirement exists to contract for custodial services for Motlow State Community College at the Smyrna Campus that is comprised of the following: Art Walker Building, Marylou Apple Building, and Hiatt-Spivey Building. Motlow State Community College reserves the right to award the contract(s) in any combination of facilities or as a whole. The form of this agreement shall be a contract from Motlow State Community College, referencing this Request for Proposal and the Contractor's signed returned proposal.

### **Contract Scope**

1. It is the responsibility of the contractor to furnish competent and skilled custodial work personnel and floor specialists, in order to assure quality performance. A comprehensive list of contract employees who will be working on campus at any time must be updated in a timely fashion to ensure proper identification.

Performance must be in keeping with high standards for an educational institution from the perspectives of sanitation, public relations and protection of the physical facility.

2. Contractor shall replace any personnel who the Institution, in its reasonable opinion, determines to be unsatisfactory. Contractor will be given at least twenty-four (24) hours notice to replace such personnel.

3. The contractor shall be responsible for safeguarding against loss, theft, or damage of all Motlow property, materials, equipment and accessories which might be exposed to the contractor's personnel. Contractor shall provide a procedure for redemption of any such loss, theft or damage. Nothing in this provision shall be deemed to waive any legal or contractual rights or remedies of the Institution.

4. Guns, knives or other dangerous weapons shall not be allowed on campus property.

5. Alcohol and drugs are prohibited on campus. No personnel shall be under the influence of any drug, or carry the odor of alcoholic beverages, and shall not carry, ingest or be under the influence of any drug or alcoholic beverage while at the facilities.

6. Use of all tobacco products are prohibited in all buildings and grounds of the Institution.

7. Personnel shall use only those telephones designated by the Institution for contractor's use. Contractor shall reimburse the Institution for personal, excessive or unauthorized use of Institution telephones by personnel.

8. Motlow State Community College shall be responsible for providing all paper products, trash can liners, hand sanitizer and soap dispenser liquid for MSCC facilities. The contractor shall furnish all other equipment, supplies, tools, and materials as required for the performance of custodial services.

9. All floor care products shall be compatible with Johnson Floor Care Products to ensure integrity of existing floor finish.

10. Contractor is responsible for making sure that all are secure at all times while working their shift. Contractor to ensure all entrance doors to all buildings are locked and any security systems reset before leaving after cleaning crews are complete with their shift.

11. Contractor will be issued appropriate keys and or access codes, which should be properly handled to maintain property security and safety. Contractor will provide a plan to ensure control of all issued keys. In the event a key is lost or stolen, contractor will immediately notify Motlow State Community College. Additionally, contractor shall be fully responsible for the replacement of any keys that are lost.

12. Contractor personnel shall wear an easily visible nametag clearly showing the company name, the individual's name, and a photograph of the individual, at all times while at the Institutions.

13. For bidding purposes, Motlow Smyrna Campus consists of Art Walker Building that is a total of approximately 16,975 square feet, Marylou Apple Building that is a total of approximately 33,041 square feet, and Hiatt-Spivey Building that is a total of approximately 82,000 square feet.

### **Contractor Responsibilities:**

1. The contractor shall furnish all labor, materials, equipment and supervision to perform the services required at the frequencies specified, and to maintain these facilities in the highest standards. Contractor is to provide an on-site supervisor for custodial crew working hours, at Smyrna Campus. This supervisor is not to be responsible for daily cleaning tasks as part of their routine duties. The contractor shall agree to give his personal attention to this agreement and shall at all times have an experienced and competent supervisor responsible for work in

progress. All supervisors shall have an intimate knowledge of the various cleaning tasks, equipment and materials so as to be able to both properly train and direct the cleaners in their individual tasks, and to maintain and control an effective inspection and follow-up program.

2. A representative of the contractor shall be appointed within twenty-four (24) hours after receipt of contract, and their contact information provided to Motlow State Community College at that time. This person shall be available as deemed necessary by Motlow State Community College for purposes of reporting problems, requesting schedule changes, etc. This individual shall be someone other than the job supervisor and they shall be the sole contact person for routine matters.

3. The contractor agrees to make every reasonable effort to minimize damage to existing surfaces and structures of all kinds in the performance of the agreement. Contractor shall be responsible for the repair/replacement to the satisfaction of Motlow State Community College, of any damage to the facility caused by any employee of the contractor.

4. Contractor is to report any inoperable area lighting or any other maintenance and safety issues as may be observed during the performance of their duties.

5. The contractor shall develop and maintain a manual containing clearly defined routines, records, requirements, and instructions for the custodial procedures to be done. This manual is subject to review and evaluation by the Institution at any time.

6. Contractor is to own, or have in possession, all equipment to be used on site. All equipment shall be maintained properly, and kept in clean condition. A listing of all chemicals and equipment which will be used by the contractor must be submitted for approval prior to initial service under the contract. Changes may be made only after duly authorized in writing. All chemicals and equipment must meet or exceed OSHA requirements and commonly recognized safety requirements. Safety Data Sheets (SDS) will be maintained on each job site for all chemicals used in the cleaning processes.

7. The contractor must furnish all needed safety equipment and protective devices necessary for the safety of all their employees.

8. All housekeeping shall be done with a minimum of disruption to normal campus functions and shall not start prior to 3:00 pm daily (Monday-Friday) and shall be completed prior to 7:00 am (Monday-Friday). Required custodial services are for five (5) days (nights) per week. The time frame for the additional refresh service will start daily at 8 am (Monday-Friday) and end at 9 pm. After standard hours, special events such as sporting events, will require custodial support and will require a quote for hourly service. Institution will provide every effort to provide a one-week advance notice to the contractor.

9. The first week in July a floor-care schedule will be sent to the institution (Assistant Director of Facilities – Steve Daubs) for the year for review and approval. Also, the contractor is to communicate with the institution and set up a schedule for all summer semester floor care by April.

**Schedule of Tasks:**

<b>EXTENT OF SERVICE</b>	<b>DAILY</b>	<b>WEEKLY</b>	<b>MTHL</b>	<b>QRTL</b>	<b>SEMI-ANNUAL</b>	<b>ANNUAL</b>
<b>RESTROOM CLEANING</b>						
1. Disinfect all sinks & fixtures	x					
2. Disinfect all toilets, urinals and fixtures	x					
3. Disinfect all doors and partition handles	x					
4. Disinfect sanitary receptacles	x					
5. Empty trash and sanitary receptacles	x					
6. Replace trash liners, sanitary waxbags and fill all dispensers	x					
7. Clean all horizontal surfaces	x					
8. Sweep & mop floors (disinfect)	x					
9. Clean all glass and mirrors	x					
10. Clean partitions		x				
11. Spot clean walls, doors, jams and windows		x				
12. Replace Urinal mats and screens			x			
13. Dust ceiling, light fixtures, sills and ledges				x		
14. Vacuum supply and return air vents				x		
15. Clean trash receptacles					x	
16. Clean floor with low speed scrubber						x
17. Deep clean floor, wall, grout lines with Kaivac & square scrubber or with similar type of equipment						x
<b>CLASSROOM/LABS CLEANING</b>						
1. Spot dust mop & spot wet mop floors	x					
2. Disinfect door handles (inside & out)	x					
3. Empty trash/recycle receptacles	x					
4. Straighten and clean furniture	x					
5. Spot vacuum if carpeted	x					
6. Clean whiteboards and trays	x					
7. Dust mop & mop floors (disinfect)		x				
8. Vacuum classrooms if carpeted		x				
9. Wipe all horizontal surfaces, incl. student desks	x					
10. Dust monitor/TB/overhead projector		x				
11. Spot carpet cleaning			x			
12. Buff all VCT flooring			x			
13. Window cleaning interior			x			
14. Dust light fixtures and items mounted on wall				x		
15. Vacuum supply and return air vents			x			
16. Clean trash/ recycle receptacles					x	
17. Top scrub VCT floors						x
18. Strip & wax all VCT floors						x
19. Clean all carpet utilizing extracting equipment						x

<b>EXTENT OF SERVICE</b>	<b>D AILY</b>	<b>WEEKLY</b>	<b>M THU</b>	<b>QRTL</b>	<b>SEMI-ANNUAL</b>	<b>ANNUAL</b>
<b>CORRIDOR, STAIRWAYS &amp; ELEVATOR CLEANING</b>						
1. Clean and disinfect drinking fountain(s)	X					
2. Empty trash/ recycle receptacles	X					
3. Clean all door glass	X					
4. Spot dust mop and spot wet mop floors	X					
5. Spot sweep and spot mop stairways	X					
6. Clean elevator doors	X					
7. Vacuum mats	X					
8. Disinfect door handles (inside & out)	X					
9. Clean all horizontal surfaces, windows, door and walls		X				
10. Dust mop & mop floors (disinfect)		X				
11. Sweep and mop stairways		X				
12. Window cleaning interior			X			
13. Buff VCT flooring			X			
14. Vacuum all supply and return air vents			X			
15. Dust ceiling area and light fixtures				X		
16. Clean all carpet utilizing extracting equipment						X
17. Top scrub VCT flooring						X
18. Strip & wax all VCT Floors						X
<b>OFFICE CLEANING</b>						
1. Empty trash/ recycle receptacles	X					
2. Spot mop floor, spot vacuum & dust mop	X					
3. Dust all furniture, including desks, chairs, tables, book shelves, cabinets, shelves, & telephones		X				
4. Disinfect door handles ( inside & out)	X					
5. Vacuum all carpet or wet mop hard floors			X			
6. Vacuum all supply and return air vents			X			
7. Spot clean carpets		X				
8. Wipe down window ledges			X			
9. Window cleaning exterior 10' from ground level			X			
10. Dust ceiling area and light fixtures				X		
11. Clean trash/ recycle receptacle					X	
13. Top scrub and wax all VCT floors						X
14. Strip & wax all VCT floors						X
15. Clean all carpet utilizing extracting equipment						X
16. Clean interior windows			X			

<b>EXTENT OF SERVICE</b>	<b>DAILY</b>	<b>WEEKLY</b>	<b>MTWTF</b>	<b>QRTL</b>	<b>SEMI-ANNUAL</b>	<b>ANNUAL</b>
<b>ENTRANCE &amp; LOBBY CLEANING</b>						
1. Empty trash/ recycle receptacle	X					
2. Spot mop floor , spot vacuum & dust mop	X					
3. Dust all horizontal surfaces	X					
4. Clean all entrance way doors glass and areas	X					
5. Sweep outside entrance ways	X					
6. Disinfect door handles (inside and out)	X					
7. Vacuum all mats	X					
8. Buff VCT floors		X				
9. Spot clean carpets		X				
10. Mop floors (w et) , sweep floors		X				
11. Vacuum supply and return air units			X			
12. Dust ceiling area and light fixtures			X			
13. Window cleaning exterior 10' from ground level				X		
14. Clean trash/ recycle receptacle					X	
15. Clean all carpet utilizing extracting equipment						X
16. Top scrub & wax all VCT						X
17. Strip & w ax all VCT						X
18. Clean all interior windows			X			
<b>ADDITIONAL SERVICE ITEMS</b>						
1. Provide staff person to perform refresher services 8 hrs. a day Monday-Friday 1st shift . To consist of restocking and spot cleaning restrooms and any provide cleaning of reported spills or messes. Moo re County Campus only.	X					
2. Empty all outside trash cans around building and in parking lots	X					
3. Clean outside entrances & pick up trash on grounds, including cigarette butts, within 50 feet of building	X					
4. Clean exterior windows below 10 ft from ground level			X			
5. Clean all building exterior windows						X
6. Notify building contact of any irregularities (i.e., defective plumbing, unlocked doors, lights left on, inventory	X					
7. Contractor/ customer service visit			X			
8. Formal contract review					X	
<b>ADDITIONAL INFORMATION AND REQUIRMENTS</b>						
1. All carpet flooring must be cleaned by start of Fall Semester						
2. All VCT floorng must be stripped & waxed by start of Fall Semester						
3. Contractor is responsible to get all trash to supplied dumpsters						
4. Top scrubbing of VCT floorng is to occur between fall and spring semesters.						



**Facility Locations:**

Motlow State Community College  
Smyrna County Campus  
5006 Motlow College  
Boulevard  
Smyrna, TN 37167

**Contacts:**

Steve Daubs  
Motlow State Community College,  
Moore County Campus  
931-393-1575

**ATTACHMENT B**

<b>ANNUAL CONTRACT RATES</b>					
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Cost Item Description</b>					
<b>D.1</b> Motlow – Art Walker Building					
<b>D.2</b> Motlow – Marylou Apple Building					
<b>D.3</b> Motlow – Hiatt-Spivey Building					
D.4 For additions or deletions of cleaning area, cost per square foot.					

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>CONTRACT NUMBER:</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (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.**

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

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

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

1. This proposal constitutes a commitment to provide all goods and/or services as defined in the RFP Attachment 6.2, *Pro Forma* Contract, Scope of Goods and/or Services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.2, *Pro Forma* Contract. A Proposal that limits or changes any of the terms or conditions contained in the Pro Forma Contract may be considered by the Institution, in its sole discretion, non-responsive and may be rejected.
2. The information detailed in the proposal submitted herewith in response to the RFP is accurate.
3. The proposal submitted herewith in response to the RFP shall remain valid for at one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
4. The Proposer shall comply with all applicable State and Federal laws and regulations, including Institution policies and guidelines in the submission of its Proposal and, if the successful Proposer, in the performance of the Contract.
5. The Proposer shall comply with all of the provisions in the subject RFP.
6. The Proposer agrees that this proposal pricing is for the TBR Colleges. The Proposer:

- does**
- does not**

Agree to extend the proposal pricing to Austin Peay State University, East Tennessee State University, Middle Tennessee State University, Tennessee State University, Tennessee Technological University, University of Memphis, the University of Tennessee System of Higher Education, and the State of Tennessee Departments to utilize the resulting Agreement. A list of Eligible Institutions is included in Attachment 6.8.

7. The Proposer certifies, by signature below and submission of this proposal, to the best of its knowledge and belief, that it and its principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with, obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.
8. The Proposer understands and agrees that Proposer shall be paid by Check or ACH payment OR the method agreed upon between the Institution and the Proposer. By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to §12-12-106. For reference purposes, the list is currently available online at: [https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/other/Debarred\\_Vendors.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/other/Debarred_Vendors.pdf)

**SIGNATURE & DATE:**

## RFP REQUIREMENTS

### Overview

Motlow State Community College (hereinafter Institution) is soliciting proposals from qualified proposers for the procurement of Custodial Services for Motlow Smyrna Campus.

The Contract resulting from this Request for Proposal (RFP) shall be for a maximum period of five (5) years, inclusive of any applicable renewals.

The following are requirements to respond to this Request for Proposal and should be used as a strict guideline in the preparation of a proposal. Each Proposer must use the Technical Proposal and Evaluation Guide (Attachment 6.5) to organize, reference, and draft its Technical Proposal. **Each Proposer must duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate).** The order of the response to the Technical Proposal and Evaluation Guide must be preserved.

The Institution expects all Proposers to submit a complete and thorough response to the specifications identified in this RFP. In response to each specification, Proposers must clearly identify the specification to which they are responding and thoroughly explain how their solution fulfills the requirement of that specification.

Interested Proposers are to provide proposals, including but not limited to, the following requirements.

- A. Financial Stability Mandatory Requirements** (Proposers to indicate in Attachment 6.5, Section A page reference numbers of its Proposal to these requirements)

***Notice: There are no exceptions to the items requested. If proposer fails to submit the mandatory requirements in the format requested below, the proposal shall be deemed non-responsive, and the institution shall reject it.***

- B. Qualifications and Experience Requirements** (Proposers to indicate in Attachment 6.5, Section B page reference numbers of its Proposal to these requirements)

- C. Technical Requirements** (Proposers to indicate in Attachment 6.5, Section C page reference numbers of its Proposal to these requirements). Proposer shall validate in its response its understanding of these requirements and its ability to provide the required goods and/or services.

- D. Cost Proposal**

***Notice: No cost or pricing (including required or optional pricing) information shall be included in the Technical Proposal. Inclusion of cost or pricing information including notations that items are "free of charge" or are "at no additional cost" in the Technical Proposal may make the proposal non-responsive, and the Institution may reject it at its sole discretion.***

- D.1. Prior to the start of each contract year, the Institution and the Successful Proposer shall agree on the tiered pricing that will apply to the upcoming year. This shall be based upon the number of schools participating.

Proposer's optional costs for additional goods /goods and/or services related to this RFP must be provided on a separate document with the Cost Proposal.

- D.2. Price increases may be requested only at the Contract's renewal. The Contractor should submit any price increase requests to the Institution at least ninety (90) days prior to the Contract renewal date. At its sole discretion, the Institution may approve the price increase and renew the Contract, or reject the increase by deleting the affected item(s) from the Contract or terminating the Contract. The Contractor must be able to provide sufficient written justification of price increase at Institution's request.

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A			
SECTION A — MANDATORY REQUIREMENTS			
<p><b>TECHNICAL PROPOSAL &amp; EVALUATION GUIDE</b></p> <p><b>SECTION A: MANDATORY REQUIREMENTS.</b> The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.</p> <p>The Solicitation Coordinator will review the Proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Chief Procurement Officer must review the Proposal and attach a written determination. A determination that a proposal is non-responsive must be approved by the Chief Business Officer before notice may be sent out that the Proposal has been rejected. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each Proposal for compliance with <u>all</u> RFP requirements.</p>			
<b>PROPOSER LEGAL ENTITY NAME:</b>			
<ul style="list-style-type: none"> <li>• The Proposal must be delivered to the Institution no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.</li> <li>• The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).</li> <li>• The Technical Proposal must NOT contain cost or pricing information of any type.</li> <li>• The Technical Proposal must NOT contain any restrictions of the rights of the State/Institution or other qualification of the Proposal.</li> <li>• A Proposer may submit alternate Proposal; however, Proposer must submit a proposal that offers the goods and/or services requested by the RFP..</li> <li>• A Proposer must NOT submit multiple Proposals in different forms (as a prime and a sub-contractor).</li> </ul>			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.1.	Provide the Proposal Transmittal and Statement of Certifications and Assurances (RFP Attachment 6.3.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest ( <i>e.g.</i> , employment by the State of Tennessee or Institution) and, if so, the nature of that conflict.  NOTE: Determination of conflict of interest shall be solely within the discretion of the Institution, and the Institution reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Proposer’s business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, on bank letterhead, signed, and dated within the past three (3) months.	

	<b>A.4.</b>	Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, on reference's letterhead, signed, and dated within the past three (3) months.	
	<b>A.5.</b>	Provide <b>EITHER</b> : <b>(a)</b> an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.); <b>OR</b> <b>(b)</b> a Dun & Bradstreet short-form report, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer.	
	<b>A.6.</b>	Provide an Ownership Ethnicity Form (Attachment 6.1).	
	<b>A.7.</b>	Provide a copy of a current certificate of liability insurance. If Proposer's current limits/coverages do not meet the requirements of Section 4.8 above, prior to contract award, the successful Proposer will be required to submit a valid, current certificate of insurance that meets the requirements of Section 4.8.	

**TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B**

<b>PROPOSER NAME:</b>	
-----------------------	--

**SECTION B — QUALIFICATIONS & EXPERIENCE**

The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).  
**A Proposal Evaluation Team, made up of three or more Institution employees, will independently evaluate and score the proposal’s “qualifications and experience” responses.**

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items	Points Awarded
	<b>B.1</b> Describe the Proposer’s form of business ( <i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, email address and telephone number of the person the Institution should contact regarding the proposal.	
	<b>B.2</b> Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer’s company within the last ten years, and if so, an explanation providing relevant details.	
	<b>B.3</b> Provide a statement of whether the Proposer or any of the Proposer’s principals, 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>B.4</b> 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>B.5</b> Provide a statement of whether, in the last ten years, 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.	
	<b>B.6</b> 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.	
	<b>B.7</b> Provide a brief, descriptive statement indicating the Proposer’s credentials to deliver the requested goods and/or services. Indicate how long the Proposer has been performing the services required by this RFP and include the number of years in business.	
	<b>B.8</b> Indicate the Proposer organization’s number of employees, client base, and location of offices (list all offices in the State of Tennessee).	



	<p><b>B.9</b> Provide a narrative description of the proposed project team and its organizational structure, list its members, and include resumes. (The Institution reserves the right to approve any changes in the proposed project team). Information about each project team member shall include, but not be limited to, the following:</p> <ol style="list-style-type: none"> <li>1. Contact Name</li> <li>2. Title</li> <li>3. Years with the Proposer's firm.</li> </ol>	
	<p><b>B.10</b> 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><b>B.11</b> Provide a statement of whether or not the Proposer has any current contracts with higher education institutions or has completed any contracts with higher education institutions within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <ol style="list-style-type: none"> <li>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</li> <li>(b) the procuring higher education institution;</li> <li>(c) a brief description of the contract's scope of services;</li> <li>(d) the contract period; and</li> <li>(e) the contract number.</li> </ol> <p>Also provide contract list for similar projects representing three of the larger accounts currently serviced by the Proposer (do not include Motlow). Include the same information on these contracts as (a) through (e) above.</p> <p>Proposers must provide a list of three (3) contracts, if any, that have been cancelled in the last five (5) year period and the reason for cancellation.</p> <p>Also, provide a list of all contracts, if any, in the last five (5) years that Proposer has completed and were not renewed.</p> <p>NOTES:</p> <ul style="list-style-type: none"> <li>▪ Current or prior contracts with higher education institutions are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with higher education institutions will <u>not</u> automatically result in the addition or deduction of evaluation points.</li> </ul>	
	<p><b>B.12</b> Provide customer references from individuals who are <u>not</u> current or former Institution employees for projects similar to the goods and/or services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> <li>▪ two (2) accounts Proposer currently services that are similar in size to the Institution; <u>and</u></li> <li>▪ three (3) completed projects/contracts</li> </ul> <p>References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a</p>	

currently serviced account. The standard reference questionnaire, which must be used and completed, is provided at RFP Attachment 6.7. References that are not completed as required may be deemed non-responsive and may not be considered.

The Proposer will be solely responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below.

Client References may be submitted electronically or physically.

Electronic Submission:

- (a) Electronic submission of Client References will be accepted via email to [purchasingcontracts@mscc.edu](mailto:purchasingcontracts@mscc.edu).
- (b) Client References must be received directly from the client providing the reference or submitted by Proposer with original signature from the client providing the reference.

Physical Submission

- (a) Add the Proposer's name to the standard reference questionnaire at RFP Attachment 6.7. and make a copy for each reference.
- (b) Send a reference questionnaire and new, standard #10 envelope to each reference.
- (c) Instruct the reference to:
  - (i) complete the reference questionnaire;
  - (ii) sign and date the completed reference questionnaire;
  - (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;
  - (iv) sign his or her name in ink across the sealed portion of the envelope; and
  - (v) return the sealed envelope directly to the Proposer (the Proposer may wish to give each reference a deadline, such that the Proposer will be able to collect all required references in time to include them within the sealed Technical Response).
- (d) Do NOT open the sealed references upon receipt.
- (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.

NOTES:

- The Institution will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required.
- The Institution will not review more than the number of required references indicated above.
- While the Institution will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the Institution reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.

The Institution is under no obligation to clarify any reference information.

*(Maximum Section B Score = 175)*

**TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C**

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.

**SECTION C -- Technical Requirements**

**Points  
Awarded**

**C. Technical Requirements** In section C., Proposers are asked to verify their ability to provide the required goods and/or services, as well as describe in detail their goods and/or services. Proposals will be scored based on those descriptions. Proposers to indicate in Attachment 6.5, Section C) page reference numbers of its Proposal to these requirements).

**C.1. General Requirements**

1. Proposer shall validate in its response its understanding that goods and/or services proposed meet the RFP requirements.
2. Proposer shall include in its response a narrative that outlines Proposer's experience especially as it is directly related to educational facilities.

**C..2. Minimum Implementation/Training Requirements**

1. Proposer shall validate in its response its plan for providing adequate resources to deliver the scope of services of this RFP and accomplish required objectives, including plans for staffing/supervision, equipment and products to be used.

Plan should include:

- A. Proposer's process of conducting background checks on prospective staff, including factors used in evaluating such checks.
- B. Proposer's process for certification of personnel and providing such certification to the Institution.
- C. Proposer's process for training of personnel and providing copies of training to the Institution.
- D. Equipment that Proposer will use to accomplish the required duty schedule, including what equipment is to be stored on Institution's site and what equipment is to be brought to the work site for specific duties.
- E. Information on floor care products compared to Johnson Floor Care products, if other than Johnson brand is to be used.
- F. Efforts to promote environmentally friendly products and processes as relates to this RFP.
- G. Procedures to protect/safeguard Institution's facilities during performance of duties, inclusive of supervisory procedures for distributing key/entry devices to Proposer's staff.

	<p>2. Proposer shall validate in its response its understanding that Proposer shall provide a timeline of the steps in the implementation process, inclusive of training for custodial services. This timeline of steps shall include both the timeline of steps provided by the Proposer and the timeline of steps provided by the Institution. It is the expectation of the Institution to have custodial services by the end of June 30, 2024.</p> <p>3. Proposer shall validate it its response its understanding that Proposer shall define its expectation of Institutional assistance during the implementation process (key employees, institutional tasks/customizations).</p>	
	<p><b>C.3. <u>Customer Service</u></b></p> <p>1. Proposer shall provide their standard customer service guidelines and procedures.</p> <p>2. Proposer shall describe its standard process for Institution to file service/personnel complaints and processes for resolving those complaints.</p>	
	<p><b>C.4. <u>Minimum Report/Contract Monitoring Requirements</u></b></p> <p>1. Proposer shall validate in its proposal its understanding that Proposer shall provide a planned schedule of progress reports, customer satisfaction walkthroughs, and meetings.</p> <p>2. Proposer shall validate in its proposal its understanding that both announced and unannounced inspections will be conducted by Institution's staff.</p>	
	<p><b>C.5 <u>Diversity Reporting</u></b></p> <p>Reporting</p> <p>The Institution is required to report to the Governor's Office of Diversity Business Enterprise (GODBE) annual expenditures for businesses with the following classifications (see Attachment 6.1 for definitions of these classifications):</p> <p>Small  Women  Service-Disabled Veterans  Persons with Disabilities  Minority:</p> <p style="margin-left: 40px;">a. African American  b. Hispanic American  c. Asian American  d. Native American  e. Other Minorities</p> <p>The Proposer may be required, on a quarterly basis and if applicable, to provide subcontractor spend information, to each Institution, for the categories listed above to the Institutions listed in Attachment 6.9. For reporting purposes, contractors are permitted to only be classified in one of the above categories.</p>	

(Maximum Score Section C.1 – C.5 = 265)		

	<b>C.6 <u>Additional Goods /Goods and/or services</u></b>	
	<p><b><u>Notice: No cost or pricing (including required or optional pricing) information shall be included in the Technical Proposal. Inclusion of cost or pricing information including notations that items are “free of charge” or are “at no additional cost” in the Technical Proposal may make the proposal non-responsive, and the Institution may reject it.</u></b></p> <p>Proposer shall describe any related goods /goods and/or services available from the proposer in addition to those required in this RFP. The additional related goods /goods and/or services may be added to the contract before contract signing or during the term of the agreement, at the sole discretion of TBR. Proposer must fully describe the related goods /goods and/or services in its Technical Proposal response. <b><u>Costs associated with additional related goods /goods and/or services must be provided in the Cost Proposal only.</u></b></p> <p>Additional Goods /Goods and/or services shall not be scored. If Proposer is not quoting any additional goods /goods and/or services, it must state this in its Technical Response.</p>	
(Maximum Score Section C.6 = 0)		

**ATTACHMENT 6.6**

<b>COST PROPOSAL &amp; SCORING GUIDE</b>					
<b>NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as shown.</b>					
<b>PROPOSER NAME:</b>					
<b>SIGNATURE &amp; DATE:</b>					
<p><i>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.</i></p>					
<b>COST PROPOSAL SCHEDULE</b>					
<p>The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of service including all goods and/or services as defined in the RFP Attachment 6.2. <i>Pro Forma</i> Contract, Scope of Goods and/or 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 any resulting contract between the Proposer and the Institution. All monetary amounts are United States currency.</p>					
	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Cost Item Description</b>					
Motlow Smyrna – Art Walker Building					
Motlow Smyrna – Marylou Apple Building					
Motlow Smyrna – Hiatt-Spivey Building					
For additions or deletions of cleaning area, cost per square foot.					
For information purposes, please specify hourly rates for all positions. (Not included in cost evaluation)					
Supervisor					
Custodians					
Day-time Porter					
<p><i>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.</i></p>				<p><b>Evaluation Cost Amount:</b> <i>(sum of all weighted cost amounts above)</i></p>	
<p><b>Lowest Evaluation Cost Amount</b></p> <hr style="width: 50%; margin: 0 auto;"/> <p><b>Evaluation Cost Amount Being Evaluated</b></p>			<p><b>X Number</b> <i>(maximum section score)</i></p>		<p><b>= SCORE:</b></p>

**ATTACHMENT 6.7****REFERENCE QUESTIONNAIRE**

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

The Proposer will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.5., Technical Response & Evaluation Guide, Section B, Item B.12.), and for enclosing the sealed reference envelopes within the Proposer's Technical Response.

**RFP #25-01 REFERENCE QUESTIONNAIRE**

**REFERENCE SUBJECT:** Proposer's Name (completed by Proposer before reference is requested)

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

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

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

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

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

<b>NAME:</b>	
<b>TITLE:</b>	
<b>TELEPHONE #</b>	
<b>E-MAIL ADDRESS:</b>	

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

(4) **What is the level of your overall satisfaction with the reference subject as a vendor of the goods or services described above?**

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

**1            2            3            4            5**

least satisfied

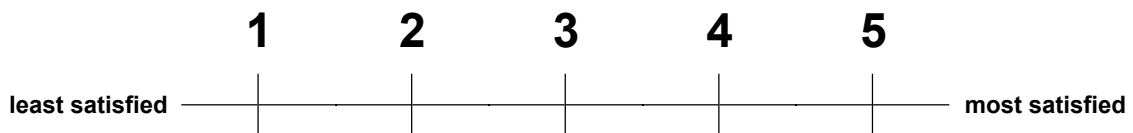
most satisfied



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

- (5) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
  
- (6) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
  
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?
  
- (8) In what areas of goods or service delivery does/did the reference subject excel?
  
- (9) In what areas of goods or service delivery does/did the reference subject fall short?
  
- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

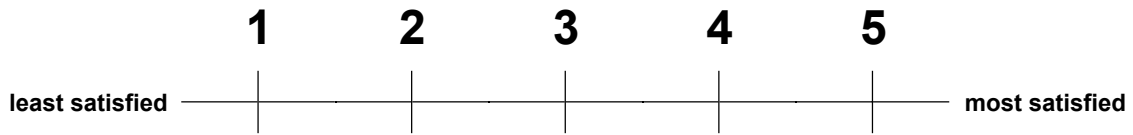
*Please respond by circling the appropriate number on the scale below.*



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

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

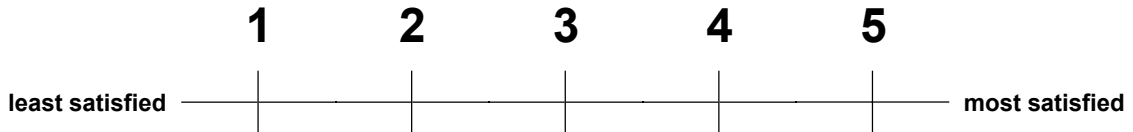
*Please respond by circling the appropriate number on the scale below.*



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

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

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



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

**REFERENCE SIGNATURE:**

(by the individual completing this request for reference information)

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

**DATE:**

**LISTING OF SYSTEM INSTITUTIONS  
THE UT SYSTEMS OF HIGHER EDUCATION AND STATE OF TENNESSEE**

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

**Sample 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. 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 25-01

**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;

**AND**, neither a protest nor a stay of award shall proceed under the laws of the State of Tennessee 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), 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);

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 o

**Proposer to list any and all exceptions to the Pro Forma agreement.**

Exception 1.	
TBR Pro Forma Contract Section	
Proposers Response:	

Exception 2.	
TBR Pro Forma Contract Section	
Proposers Response:	

Exception 3.	
TBR Pro Forma Contract Section	
Proposers Response:	

Exception 4.	
TBR Pro Forma Contract Section	
Proposers Response:	

Exception 5.	
TBR Pro Forma Contract Section	
Proposers Response:	

Exception 5.	
TBR Pro Forma Contract Section	
Proposers Response:	

Exception 5.	
TBR Pro Forma Contract Section	
Proposers Response:	

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

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

STATED BY EACH REQUIREMENT

\_\_\_ Bank Reference (Attachment 6.5A. 3.)

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

Positive Credit Verification (Attachment 6.5A.4.):

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

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

**AND**

\_\_\_ Official document or letter from accredited credit bureau within last three (3) months (Attachment 6.5 A.5.a.) Not Acceptable: Marketing materials which state credit rating

**OR**

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

\_\_\_ Current Certificate of Insurance with RFP (Attachment 6.5A.7.)

- Acknowledgement:
  - If Proposer does not have required insurance limits at time of submission, Proposer must still submit valid and current insurance certificate.
  - However, successful Proposer will have an opportunity to submit certificate with required limits prior to TBR awarding the contract.

\_\_\_ Completed Minority/Ethnicity Form (Attachment 6.5A.6.)

\_\_\_ Statement regarding Conflict of Interest (Attachment 6.5A.2.)

\_\_\_ Signed and dated “Proposal Transmittal and Statement of Certifications and Assurances” form (Attachment 6.3)

2. Submission of Proposal

\_\_\_ On-Time Submittal (§1.9; Attachment 6.5.A.)

- Deadline is in Section 2 – Schedule of Events
- Submission by deadline includes Technical Proposal and Cost Proposal
- Late Proposals will be IMMEDIATELY DISQUALIFIED (Attachment 6.5. A.)

\_\_\_ Separately Sealed Cost & Technical Proposals (Attachment 6.5.A.)

\_\_\_ **NO Cost Data** of **ANY** type (required cost or optional cost) in Technical Proposal (§§3.21, 3.3, Attachment 6.5. A.)

- **Including ANY costs in Technical Proposal may result in IMMEDIATE DISQUALIFICATION**

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

Correct Format (§3):

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

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

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

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

3. Pro Forma Agreement

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

\* This checklist does not represent either a complete list of, or replacement for, the mandatory requirements listed in the RFP. This checklist is ONLY A TOOL meant to assist in the prevention of disqualification.

\*\* Please also note that notations on proposals that materials submitted be kept confidential will not be honored. All bid documents and contracts become public records.