



TENNESSEE TECHNOLOGICAL UNIVERSITY

Request for Proposal

Snack Vending Machine Services

Proposal Due
Date/Time:

May 17, 2024
3:00 p.m. Central Standard

Electronic copies of this Request for Proposal available at www.tntech.edu/purchasing. Click on the "Upcoming Bid Opportunities" link and then on the appropriate document link(s) or by contacting Donna Wallis at dwallis@tntech.edu

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1 INTRODUCTION

1.1 Introduction

Tennessee Tech University is a four-year comprehensive university located in Cookeville, Tennessee, and is the state's only technological university, currently enrolling more than 10,000 students. Tennessee Tech offers more than 200 academic programs through its various academic divisions – the College of Agriculture and Human Ecology, College of Arts and Sciences, College of Business, College of Education, College of Engineering, College of Fine Arts, College of Graduate Studies, the College of Interdisciplinary Studies, and the Whitson-Hester School of Nursing. Tennessee Tech also offers the PhD in education, engineering, and environmental science and maintains seven research centers, including three Centers of Excellence, (the Center for Energy Systems Research; the Center for Manufacturing Research; and the Center for the Management, Utilization and Protection of Water Resources). The Appalachian Center for Craft, a Tennessee Tech satellite campus and an academic program offered through the College of Fine Arts, is a nationally accredited School of Art, Craft and Design, offering a Bachelor of Fine Arts degree with concentrations in clay, fibers, glass, metals and woods. Tennessee Tech has consistently achieved high rankings for academic excellence and affordability.

1.2 Statement of Purpose

Tennessee Tech wishes to secure a contract for a qualified vendor to provide machine vended snack products on its campus, on a revenue-sharing basis.

Tennessee Technological University has issued this Request for Proposal (RFP) to define the university's minimum service requirements; solicit proposals; detail proposal requirements; and, outline the university's process for evaluating proposals and selecting the Contractor.

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

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

The RFP Attachment 6.2, *Pro Forma* Contract details Tennessee Tech's required:

- Scope of Services in Section A;
- Contract Term in Section B;
- Contractor Responsibilities and Requirements in Section C;
- Tennessee Tech Responsibilities and Requirements in Section D;
- Financial Terms in Section E;
- Standard Terms and Conditions in Section F; and
- Special Terms and Conditions in Section G.

The *Pro Forma* Contract substantially represents the contract document that the Proposer selected by Tennessee Tech must agree to and sign. Proposers should review all sections of the Pro Forma Contract (including legal terms and conditions) and submit any questions regarding the Pro Forma Contract with the written questions to be submitted by the deadline identified in RFP Section 2, Schedule of Events. Sections not addressed shall be deemed to be accepted by Proposer. Tennessee Tech reserves the right to modify the terms of the Pro Forma Contract during the contract

negotiation phase; however, such modifications shall not be such that the apparent successful Proposer no longer offers the best proposal.

1.4 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in Tennessee Tech's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with Tennessee Tech or in the employment practices of the university's contractors. Accordingly, all vendors entering into contracts with Tennessee Tech 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.

Tennessee Tech 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.

Greg Holt
Compliance Officer
Tennessee Tech University
Box 5037
Cookeville, TN 38505
Phone: 931-372-6062
gholt@tntech.edu

1.5 Assistance to Proposers with a Disability

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

1.6 Coverage and Participation

Tennessee Tech is issuing this RFP on behalf of all State of Tennessee higher education institutions and agencies, Tennessee Board of Regents System Institutions and University of Tennessee System Institutions that desire to purchase under the resulting Agreement. The Proposer may elect to extend the contract to any or all of these institutions by providing a written acknowledgement of such extension in its proposal. A listing of these institutions is provided in Attachment 6.8.

1.7 RFP Communications

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

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

Donna Wallis
Director of Purchasing and Contracts
Derryberry Hall
1 William L. Jones Drive, Suite 301
Box 5144
Cookeville, TN 38505
Phone: 931-372-3492
Fax: 931-372-3727
dwallis@tntech.edu

- 1.7.2 Tennessee Tech has assigned the following RFP identification that must be referenced in all communications regarding the RFP: **RFP – SNACK VENDING MACHINE SERVICES**
- 1.7.3 Each Proposer shall assume the risk of the method of dispatching any communication or proposal to Tennessee Tech. Tennessee Tech assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or electronic “postmarking” of a communication or proposal to Tennessee Tech by a deadline date shall not substitute for actual receipt of a communication or proposal by Tennessee Tech.
- 1.7.4 Tennessee Tech will convey all official responses and communications pursuant to this RFP by posting them on its website at <https://www.tntech.edu/purchasing/bidopportunities.php>. It is the responsibility of each bidder to monitor this site in order to obtain any new and/or additional information that may be distributed relative to this RFP. Proposals must address all additional correspondence as needed.
- 1.7.5 Only Tennessee Tech’s official, written responses and communications shall be considered binding with regard to this RFP. Any oral communications shall be considered unofficial and non-binding with regard to this RFP.
- 1.8 Written Question/Answer Period**
- 1.8.1 A written question and answer period deadline is identified in the RFP Section 2, Schedule of Events. The purpose of the written question/answer period is to allow Proposers to submit any questions they may have in regard to the RFP. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by Tennessee Tech as described in RFP Sections 1.6, *et seq.*, above and on the date in the RFP Section 2, Schedule of Events.
- 1.8.2 It is the responsibility of each Proposer to examine the RFP, including all attachments and submit questions within the identified time period. Tennessee Tech is not obligated to address questions not received within the question/answer period identified in the Schedule of Events.
- 1.8.3 Tennessee Tech reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. Tennessee Tech’s official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.
- 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.

2 RFP SCHEDULE OF EVENTS

The following Schedule of Events represents Tennessee Tech'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., Central Time.

RFP SCHEDULE OF EVENTS		
NOTICE: Tennessee Tech reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.		
EVENT	TIME	DATE (all dates are University business days)
1. Tennessee Tech Issues RFP		April 12, 2024
2. Disability Accommodation Request Deadline	4:30 p.m.	April 26, 2024
3. Written Questions/Comments Deadline	4:30 p.m.	April 26, 2024
4. Tennessee Tech Responds to Questions/Comments		May 3, 2024
5. Technical and Financial Proposal Deadline	3:00 p.m.	May 17, 2024
6. Tennessee Tech Completes Technical Proposal Evaluations		June 7, 2024
7. Tennessee Tech Opens Financial Proposals and Calculates Scores		June 10, 2024
8. Tennessee Tech Issues Intent to Award Letter <u>and</u> Opens RFP Files for Public Inspection		June 14, 2024
9. Award of Contract		June 28, 2024

3 PROPOSAL REQUIREMENTS

Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. There will be no best and final offer procedure. However, Tennessee Tech reserves the right to further clarify or negotiate with the best evaluated Proposer subsequent to award recommendation but prior to contract execution if deemed necessary by university. Tennessee Tech may initiate negotiations which serve to alter the bid/proposal in a way favorable to the university. For example, prices may be reduced, time requirements may be revised, etc. In no event shall negotiations decrease the financial return to Tennessee Tech 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 Financial Proposal (as described below).

3.1.2 Each Proposer must submit one (1) original, and one (1) electronic* copy of the Technical Proposal to Tennessee Tech in a sealed package that is clearly marked:

“Technical Proposal in Response to RFP – SNACK VENDING MACHINE SERVICES -- Do Not Open”

*Electronic copy shall be on a USB drive packaged with the Technical Proposal.

3.1.3 Each Proposer must submit one (1) original, and one (1) electronic* copy of its Financial Proposal to Tennessee Tech in a separate, sealed package that is clearly marked:

“Financial Proposal in Response to RFP – SNACK VENDING MACHINE SERVICES -- Do Not Open”

*Electronic copy shall be on a USB drive packaged with the Financial Proposal.

3.1.4 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 Financial Proposals for RFP – SNACK VENDING MACHINE SERVICES”

3.1.5 Tennessee Tech 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.

Tennessee Technological University
Purchasing and Contracts Office
1 William L. Jones Drive
Derryberry Hall, Room 301
Box 5144
Cookeville, TN 38505

3.1.6 A proposal must be typewritten or hand-written in ink. A Proposer may not deliver a proposal orally or solely by means of electronic transmission.

3.2 Technical Proposal

- 3.2.1 The RFP Attachment 6.5, Technical Proposal and Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. This guide includes mandatory and general requirements as well as technical queries requiring a written response.
- NOTICE: NO FINANCIAL INFORMATION SHALL BE INCLUDED IN THE TECHNICAL PROPOSAL. THIS INCLUDES REFERENCES TO ITEMS THAT ARE INCLUDED "FREE" OR "AT NO ADDITIONAL COST", ETC. INCLUSION OF FINANCIAL INFORMATION IN THE TECHNICAL PROPOSAL MAY MAKE THE PROPOSAL NON-RESPONSIVE, AND TENNESSEE TECH MAY REJECT IT AT ITS SOLE DISCRETION.***
- 3.2.2 Each Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Each Proposer should duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate).
- 3.2.3 Each proposal should be economically prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible). All proposal pages should 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 Tennessee Tech may determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference sections of the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide.
- 3.2.6 Tennessee Tech may determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide.
- 3.2.7 The Proposer must sign and date the Technical Proposal. Digital or electronic signatures are acceptable as the original signature. Failure to submit one (1) original with a signature will be cause for rejection of the proposal.
- 3.3 Financial Proposal**
- 3.3.1 The Financial Proposal must be submitted to Tennessee Tech in a sealed package separate from the Technical proposal.
- 3.3.2 Each Financial Proposal must be recorded on an exact duplicate of the RFP Attachment 6.6, Financial Proposal and Scoring Guide.
- 3.3.3 Each Proposer shall ONLY record the proposed financial information exactly as required by the Financial Proposal and Evaluation Guide and shall NOT record any other rates, amounts, or information.
- 3.3.4 The proposed financial information shall incorporate all pricing and revenue information for the total contract period.

- 3.3.5 The Proposer must sign and date the original Financial Proposal. Digital or electronic signatures are acceptable as the original signature. Failure to submit one (1) original with a signature shall be cause for rejection of the proposal.
- 3.3.6 If a Proposer fails to submit a Financial Proposal as required, Tennessee Tech shall determine the proposal to be non-responsive and reject it.

4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION

4.1 Proposer Required Review and Waiver of Objections

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

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

4.2 RFP Amendment and Cancellation

Tennessee Tech reserves the unilateral right to amend this RFP in writing at any time. If an RFP amendment is issued, Tennessee Tech will convey such amendment to the potential Proposers by posting it on its website at <https://www.tntech.edu/purchasing/bidopportunities.php>. Each proposal must respond to the final written RFP and any exhibits, attachments, and amendments.

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

4.3 Proposal Prohibitions and Right of Rejection

- 4.3.1 Tennessee Tech 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. Tennessee Tech may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. Tennessee Tech may consider any proposal that does not meet the requirements of this RFP to be non-responsive, and the university may reject such a proposal.
- 4.3.3 A proposal of alternate services (*i.e.*, a proposal that offers services different from those requested by this RFP) shall be considered non-responsive and rejected.
- 4.3.4 A Proposer may not restrict the rights of Tennessee Tech or otherwise qualify a proposal. Tennessee Tech may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected. A copy of Tennessee Tech’s impermissible clauses is available by requesting a copy from the RFP Coordinator.

- 4.3.5 A Proposer should not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, Tennessee Tech may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.
- 4.3.6 A Proposer shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Proposer unless specifically provided for in this proposal.
- 4.3.7 A Proposer shall not submit multiple proposals in different forms. This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and permitting a second Proposer to submit another proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime contractor. Submitting multiple proposals in different forms may result in the disqualification of all Proposers knowingly involved.
- 4.3.8 Tennessee Tech shall reject a proposal if the Financial 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, Tennessee Tech shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.
- 4.3.9 Tennessee Tech shall not contract with or consider a proposal from:
- 4.3.9.1 an individual who is, or within the past six months has been, a state employee. An individual shall be deemed a state employee until such time as all compensation and terminal leave has been paid. Contracts with a company or corporation in which a controlling interest is held by any state employee or the employee's spouse shall be considered, for the purpose of applying this rule, to be a contract with the individual.
- 4.3.9.2 a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
- 4.3.9.3 a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- 4.3.9.4 any individual, company, or other entity involved in assisting Tennessee Tech in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and such individual, company, or other entity may not submit a proposal in response to this RFP.
- 4.3.10 Tennessee Tech reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with this RFP. If Tennessee Tech 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 Tennessee Tech determines that a Proposer has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive and shall be rejected.

4.5 Proposal of Additional Services

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

Tennessee Tech may, upon mutual agreement with the Contractor, require changes altering, adding to or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. Such adjustment(s) require the written consent of the Contractor, which shall not be unreasonably withheld.

4.6 Assignment and Subcontracting

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

4.7 Right to Refuse Personnel

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

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 Tennessee Tech a certificate of insurance no later than the effective date of the contract. If any policy providing insurance required by the contract is cancelled prior to the policy expiration date, the Proposer, upon receiving a notice of cancellation, shall give immediate notice to Tennessee Tech.

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

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

4.9 Licensure

The apparent successful Proposer must hold all necessary, applicable business and professional licenses. Tennessee Tech may require any or all Proposers to submit evidence of proper licensure upon request. Failure to provide this information as requested is considered a breach of the Contract.

4.10 Sales and Use Tax.

Before the Contract resulting from this RFP is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at TN.Revenue@tn.gov.

4.11 Financial Stability

The successful Proposer may be required to provide information to Tennessee Tech to demonstrate financial stability and capability prior to award of contract.

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 Tennessee Tech, 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 Tennessee Tech.

4.14 Proposal Preparation Costs

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

4.15 Continued Validity of Proposals

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

4.16 Disclosure of Proposal Contents

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

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

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

4.17 Contractor Registration

All Proposers should complete the vendor registration process with Tennessee Tech and become a registered vendor. When applicable, Tennessee Tech shall work with Proposers and the Governor's Office of Diversity Business Enterprise (Go-DBE) for Proposers to obtain official state certification. Although registration with Tennessee Tech is not required to make a proposal, a resulting contract from this RFP process cannot be finalized without the successful proposer being registered with Tennessee Tech.

Refer to the following Internet URL to begin the registration process:

<https://www.tbr.edu/purchasing/how-do-business-tbr>

4.18 Contract Approval

The RFP and the contractor selection processes do not obligate Tennessee Tech 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 Tennessee Tech obligations pursuant thereto shall commence only after the contract is signed by the Contractor and all other university/State officials as required by state laws and regulations.

4.19 Contract Cancellation

Tennessee Tech reserves the right to cancel the contract with a one hundred twenty (120) day written notice.

4.20 Contract Term

Tennessee Tech intends to enter into a contract with an expected effective period beginning on August 5, 2024, and ending five (5) years thereafter.

4.21 Contract Monitoring

The Contractor’s deliverables and services provided pursuant to this Contract shall be subject to monitoring and evaluation by Tennessee Tech, by a duly appointed representative(s). The Contractor shall submit reports to Tennessee Tech as requested, and/or as specified in the Contract.

4.22 Severability

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

4.23 Policy and Guideline Compliance

This proposal request and any award made hereunder are subject to the policies and guidelines of Tennessee Tech.

4.24 Next Ranked Proposer

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

4.25 Protest Procedures.

Protest procedures are available upon request from the RFP Coordinator.

5 PROPOSAL EVALUATION & CONTRACT AWARD

5.1 Evaluation Categories and Maximum Points

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

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	10
Technical Approach	50
Financial Proposal	40

5.2 Evaluation Process

The proposal evaluation process is designed to award the Contract not necessarily to the Proposer of greatest financial return to Tennessee Tech, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.

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

- 5.2.1.1 The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.5, Technical Proposal and Evaluation Guide, Technical Proposal Section A). If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Chief Procurement Officer will review the proposal and document his/her determination of whether: (1) the proposal meets requirements for further evaluation; (2) Tennessee Tech will request clarifications; or (3) the university 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, will evaluate each Technical Proposal that appears responsive to the RFP.
- 5.2.1.3 Each Proposal Evaluation Team member will independently evaluate each proposal against the evaluation criteria in this RFP, rather than against other proposals, and will score each in accordance with the RFP Attachment 6.5, Technical Proposal and Evaluation Guide.
- 5.2.1.4 Tennessee Tech reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by Tennessee Tech. Proposer shall put any resulting clarification in writing as may be required by Tennessee Tech.
- 5.2.2 After Technical Proposal evaluations are completed, the RFP Coordinator will open the Financial Proposals and use the RFP Attachment 6.6, Financial Proposal and Scoring Guide to calculate and document the Financial Proposal scores.
- 5.2.3 For each responsive proposal, the RFP Coordinator will add the Technical Proposal score to the Financial Proposal score (refer to RFP Attachment 6.7, Proposal Score Summary Matrix).

5.3 Contract Award Process

- 5.3.1 The RFP Coordinator will forward the results of the proposal evaluation process to the appropriate Tennessee Tech official who will consider the proposal evaluation process results and all pertinent information available to make a determination about the contract award. Tennessee Tech 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 Tennessee Tech official.

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

NOTE: 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 Tennessee Tech will make the RFP files available for public inspection for a defined period following issuance of the Intent to Award and prior to Contract award. **By submitting a Proposal, the Proposer understands and agrees that its Proposal will become available to the public.**
- 5.3.4 The Proposer with the apparent best-evaluated proposal must agree to and sign a contract with Tennessee Tech which shall be substantially the same as the RFP Attachment 6.2, *Pro Forma*

Contract.

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

- 5.3.5 The Proposer with the apparent best-evaluated proposal must sign and return the Contract written by Tennessee Tech pursuant to this RFP no later than the deadline provided by the university. If the Proposer fails to provide the signed Contract by the deadline, Tennessee Tech may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.
- 5.3.6 If Tennessee Tech determines that the apparent best-evaluated proposal is non-responsive and rejects the proposal, the RFP Coordinator will re-calculate scores for each responsive Financial Proposal to determine the new, apparent best-evaluated proposal.

ATTACHMENT 6.1

CONTRACTOR REQUIREMENTS FORM

In order to comply with statutory requirements and/or regulations, Tennessee Tech requires contractors to provide following information prior to the issuance of the contract. Please complete all information and sign as directed.



I. Ownership Information	
1. Contractor Legal Entity Name (Name used for tax filing purposes): _____	2. Is Contractor a permanent resident or citizen of the US? <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, state country of citizenship): (Note: Contractors who are individuals and are not US citizens must complete a Foreign National Data Form prior to execution of contract.)
3. Kind of Ownership (Check all that apply): <input type="checkbox"/> Government (GO) <input type="checkbox"/> Non-Profit (NO) <input type="checkbox"/> Majority (MJ) <input type="checkbox"/> Minority (MO)* <input type="checkbox"/> Woman (WO)* <input type="checkbox"/> Small (SB)* <input type="checkbox"/> State of TN Agency <input type="checkbox"/> Service-Disabled Veteran (SV)* <input type="checkbox"/> Certified Disabled (DB)* *See reverse side of form for clarification of these categories.	4. Minority / Ethnicity Code (Check one): <input type="checkbox"/> African American (MA) <input type="checkbox"/> Native American (MN) <input type="checkbox"/> Hispanic American (MH) <input type="checkbox"/> Asian American (MS) 5. Preference for reporting purposes: (Note: If Contractor qualifies in multiple categories as small, woman-owned and/or minority, Contractor is to specify in which category he/she is to be considered for reporting and classification purposes.) Check one only <input type="checkbox"/> Small <input type="checkbox"/> Minority-Owned <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Service-Disabled Veteran <input type="checkbox"/> Certified Disabled
6. Certification: I certify that all of the information as completed above is accurate and true. (Signature required below.) Signed: _____ Date: _____ Name (Printed): _____ Title: _____	
II. Sales and Use Tax.	
As a contractual requirement under Tennessee law, vendors who contract with the state of Tennessee must be registered to collect sales tax if they make sales that are subject to the Tennessee sales and use tax. If you are already registered to collect Tennessee sales and use tax, please provide your registration number: _____ (Note: This number is NOT your federal ID number.) If you are not registered, please go to Tennessee Taxpayer Access Point (TNTAP) and under the header "Look Up Information & Requests", select TN Vendor Contract Registration . This will open a survey designed to evaluate whether you must register for sales and use tax. Based on your responses, you will be directed to either register or will be provided with a letter of exemption from sales tax collection. Please provide a copy of the exemption letter or evidence of registration to Tennessee Tech to satisfy this contractual requirement.	

Minority Owned (MO) 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 (WO) 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 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 (SB) means a business that is independently owned and operated for profit, is not dominant in its field of operation and is not an affiliate or subsidiary of a business dominant in its field of operation. The Governor's Office of Diversity Business Enterprise establishes small business guidelines on industry size standards. The criteria guidelines are required to be met in order for a business to be considered small. The annual receipts or number of employees indicates the maximum allowed for a small business concern and its affiliates to be considered small.

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

Service-Disabled Veteran Business Enterprise (SDVBE) means 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, and that:

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

Certified Disabled-Owned (DB) 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).

**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 TENNESSEE TECHNOLOGICAL UNIVERSITY
AND
[CONTRACTOR NAME]**

This Contract, by and between Tennessee Technological University, hereinafter referred to as “Tennessee Tech” and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the “Contractor,” is for the provision of Snack Machine Vending Services, as further defined in the "SCOPE OF SERVICES."

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

[ADDRESS]

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

A. SCOPE OF SERVICES:

Contractor shall furnish Tennessee Tech with snack machine vending products, equipment and services in accordance with the requirements/specifications as outlined herein.

B. CONTRACT TERM:

B.1. Initial Term. This Contract shall be effective for the period commencing on August 4, 2024, and ending five (5) years thereafter. Tennessee Tech shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2. Term Extension. Near the end of the initial five-year Contract term, there will be a formal review of the Contract by Tennessee Tech. At that time, Tennessee Tech reserves the right to extend this Contract for an additional period(s) of not less than one (1) year and not more than five (5) years. An extension of the term of this Contract will be effected through an amendment to the Contract.

C. CONTRACTOR RESPONSIBILITIES AND REQUIREMENTS:

C.1. Both parties understand that service to the student body, faculty, and staff of Tennessee Tech is of primary importance. The Contractor agrees to install only equipment of high operating quality and appearance. The Contractor agrees to replace any machine which, in Tennessee Tech’s opinion, does not meet the minimum level of operating quality or appearance on request from the university.

C.2. The Contractor further agrees that, according to need, additional machines may be installed or machines may be removed only after such installation or removal has been requested by Tennessee Tech. Contractor requires [NUMBER] days’ notice to place a machine in a new location and [NUMBER] days’ notice for the relocation of an existing machine.

C.3. The Contractor will service all machines a minimum of two (2) times per month or 30-day period, whichever is less, based on sales at each location. Each service should include restocking, removing stale-dated

products, cleaning and collecting funds from the machine. The product mix should be adjusted to best suit the location, with new products being added to the rotation as appropriate. The available selections at each location should contain standard vending options (candy bars, chips, cookies, etc.) as well as healthier options (baked chips, pretzels, low-fat cookies, etc.). At the Center for Craft it is desirable to have some "meal" options that are shelf-stable and/or microwaveable.

- C.4. Contractor agrees to install, maintain, repair and service all equipment authorized by this Contract. The installations or servicing of machines on Tennessee Tech's campus except in accordance with this contract or other contract(s) shall be grounds for the immediate termination of this contract. The Contractor must respond to service requests within a reasonable amount of time, not to exceed 36 hours. In instances where repairs cannot be made immediately, Tennessee Tech must be notified.
- C.5. All vending machines shall accept bills and coins. All machines must be equipped with currency changers. At the contractor's expense, machines must also be equipped with debit card acceptors to purchase products. Tennessee Tech will provide network connectivity for card authentication during transactions.
- C.6. The Contractor agrees to promptly report theft or damage to any machines to Tennessee Tech's Director of Auxiliaries. All machines installed on Tennessee Tech's premises by the Contractor shall remain the property of the Contractor. Tennessee Tech shall not have responsibility for, and the Contractor specifically releases the University from, any and all claims and liability arising out of any damages or loss to the machines, the items contained therein, injuries due to misuse of machine, sales proceeds due to spoilage, fire, vandalism, theft, or any cause whatsoever.
- C.7. The Contractor will have access to the areas where machines are located during all normal operating hours of Tennessee Tech (Monday – Friday, 8 a.m. – 4:30 p.m.)
- C.8. The Contractor agrees to assume liability for the payment of any city, state, county, and federal taxes in effect or that may be levied, as well as any licenses required for the operation of the covered machines.
- C.9. The Contractor agrees to relieve Tennessee Tech of any liability resulting from the malfunction of any of the machines, or any damages resulting in any claim against the university or university personnel, or damages to the physical properties of Tennessee Technological University.
- C.10. The Contractor assumes the responsibilities for refunding all loss of monies to customers as a result of a machine malfunction, faulty coin mechanisms, etc. Refunds for machine malfunction will be paid to customers by the University Business Office, who will be reimbursed on a bi-weekly basis by the Contractor for the refunds.
- C.11. Contractor agrees that all vending machines installed on Tennessee Tech property shall use energy-efficient lights for advertising purposes or have lights used solely for advertising purposes removed entirely from the machine. Further, any light used solely for advertising purposes in an existing vending machine on Tennessee Tech property that requires repair or replacement shall be replaced with an energy-efficient light.
- C.12. Tennessee Tech currently uses, as part of its identification card system, a process that allows students and staff to store funds on their account that can be used at multiple locations on campus (Dining, Bookstore, Business Office, etc.) via the University ID card. Tennessee Tech is exploring options to greatly expand this program for on-campus purchases. Should this plan become a reality during the term of this contract, the Contractor will be asked to place the appropriate card reader equipment on machines. It is anticipated that this program will result in a dramatic increase in sales. The cost of the readers will be borne by the Contractor after consultation and specifications are provided by Tennessee Tech.

D. TENNESSEE TECH RESPONSIBILITIES AND REQUIREMENTS:

- D.1. Tennessee Tech will provide the electrical outlets that may be necessary for the installation and operation of the covered machines.
- D.2. Tennessee Tech will provide wireless capabilities necessary to support the installation of card readers used by the university identification card system.

D.3. Tennessee Tech has installed surveillance equipment at most current vending locations. This system can be monitored or reviewed for suspicious activities in those areas.

E. FINANCIAL TERMS:

E.1. The Contractor agrees to prepare a detailed report showing sales by machine locations and a summary of commission due Tennessee Tech for each sales period. The detailed report of sales shall show all active machine locations, including those which may have been installed only a part of the month, regardless of sales. Commissions should be calculated on actual amounts collected from machines.

E.2. The above reports (which may be submitted electronically in Excel format to the Director of Auxiliaries) along with the Contractor's check covering any commission due Tennessee Tech shall be received in the Business Office, Derryberry Hall, Room 100 or mailed to Tennessee Technological University, Box 5167, Cookeville, TN 38505. Regardless of method of delivery, commissions should be received no later than twenty (20) calendar days after the close of the sales period as identified in the detailed sales report. Arrangements can also be made for the electronic delivery of funds, if desired.

E.3. Tennessee Tech shall, as an audit measure, be permitted to place its padlock or other sealing device on any machine at any time and thereby serve notice to the Contractor that the sales proceeds are to be removed and counted by Contractor and university personnel as a joint effort.

E.4. Commission Rate (% of Gross Sales) Note: Gross Sales shall be defined as actual money collected from machines.

YEAR	COMMISSION RATE PERCENTAGE (BASED ON GROSS SALES)
Year 1	[NUMBER] %
Year 2	[NUMBER] %
Year 3	[NUMBER] %
Year 4	[NUMBER] %
Year 5	[NUMBER] %
Year 6 (optional)	[NUMBER] %
Year 7 (optional)	[NUMBER] %
Year 8 (optional)	[NUMBER] %
Year 9 (optional)	[NUMBER] %
Year 10 (optional)	[NUMBER] %

F STANDARD TERMS AND CONDITIONS:

F.1. Required Approvals. Tennessee Tech is not bound by this Contract until it is approved by the appropriate officials in accordance with applicable Tennessee laws and regulations as shown on the signature page of this Contract.

F.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.

F.3. Contractor Requirements Form. This Contract shall not be executed until the Contractor has completed the Contractor Requirements Form.

F.4. Termination for Convenience. Tennessee Tech may terminate this Contract without cause for any reason. Termination under this Section F.4 shall not be deemed a Breach of Contract by Tennessee Tech. Tennessee Tech shall give the Contractor at least thirty (30) days written notice before the effective

termination date. 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.

- F.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, Tennessee Tech shall have the right to immediately terminate the Contract; provided, however, the university 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 Tennessee Tech for damages sustained by virtue of any breach of this Contract by the Contractor.
- F.6. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of Tennessee Tech. If such subcontracts are approved by Tennessee Tech, 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.
- F.7. Conflicts of Interest. Contractor certifies its compliance with applicable federal and state laws, rules and regulations and Tennessee Tech policies with respect to Conflict of Interest, including, but not limited to the following:
- a. Pursuant to T.C.A. § 12-4-103, Contractor acknowledges that it is unlawful for any state official or employee to bid on, sell, or offer for sale, any merchandise, equipment or material, or similar commodity, to the state of Tennessee during the tenure of such official's or employee's office or employment, or for six (6) months thereafter, or to have any interest in the selling of the same to the state;
 - b. Pursuant to TTU Policy 132, Conflict of Interest, Tennessee Tech prohibits purchases of merchandise, equipment, materials or similar commodities from a Tennessee Tech employee's business or from a family member's business. Family member, as defined by the policy, means a spouse or child dependent or non-dependent of Tennessee Tech employee, unless otherwise defined by statute.
 - c. Pursuant to TTU Policy 132, Conflict of Interest, Tennessee Tech prohibits service contracts with an individual who is, or within the past six months has been a state employee. Contracts with the employee's spouse, a company or corporation in which a controlling interest is held by any state employee or the employee's spouse shall be considered, for the purpose of applying this rule, to be a contract with said individual.
- F.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.
- F.9. Records. The Contractor shall maintain documentation for all payments to Tennessee Tech under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money paid 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 Tennessee Tech, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- F.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by Tennessee Tech, the Comptroller of the Treasury, or their duly appointed representatives.

- F.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- F.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that the parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of Tennessee Tech, agrees to carry adequate general commercial liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- F.13. University Liability. Tennessee Tech shall have no liability except as specifically provided in this Contract.
- F.14. Force Majeure. Should an event, including but not limited to, war, act of God, riot, or natural disaster, beyond a party's reasonable control occur, that party will be excused from performing its obligations under the contract, provided the following provisions are met: (1) The affected party must promptly notify the other party of the occurrence of the event, its effect on performance, and how long that party expects it to last, and (2) the affected party shall update that information as reasonably necessary and use reasonable efforts to limit damage to the other party and to resume its performance under the Contract. In addition, Tennessee Tech may, in its sole discretion, cancel the contract due to reasons including, but not limited to, health concerns, pandemic, or other similar condition.
- F.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations, including Tennessee Tech policies and guidelines in the performance of this Contract.
- F.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the Tennessee Claims Commission in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against Tennessee Tech or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.
- F.17. Severability. If any terms or conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- F.18. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

G. SPECIAL TERMS AND CONDITIONS:

G.1. Communications and Contacts.

Tennessee Tech (for contractual matters):
 Donna Wallis, Director of Purchasing and Contracts
 Tennessee Technological University
 Box 5144
 1 William L Jones Drive, Suite 301
 Cookeville, TN 38505
 Phone: 931-372-3492
 Fax: 931-372-3727

dwallis@tntech.edu

Tennessee Tech (for operational matters):
Nicholas Dolata, Director of Auxiliaries
Tennessee Technological University
Box 5167
1000 N. Dixie Avenue
Cookeville, TN 38505
Phone: 931-372-3302
ndolata@tntech.edu

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

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

- G.2. 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.
- G.3. Inventory/Equipment Control. No equipment shall be purchased under this Contract.
- G.4. University Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by Tennessee Tech for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to Tennessee Tech 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 Tennessee Tech for the residual value of the property at the time of loss.
- G.5. Contract Documents. Included in this Contract by reference are the following documents:
- a. This Contract document and its attachments;
 - b. The Request for Proposal and its associated amendments;
 - c. The Contractor's Proposal.
- In the event of a discrepancy or ambiguity regarding the interpretation of this Contract, these documents shall govern in order of precedence as listed above.
- G.6. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with Tennessee Tech hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.
- G.7. Hold Harmless. The Contractor agrees to indemnify and hold harmless Tennessee Tech as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be

liable for the reasonable cost of attorneys for Tennessee Tech in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the university.

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

G.8. 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.

G.9. Prohibition on Hiring Illegal Immigrants. Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that Contractor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. Signature below shall constitute such attestation.

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

G.10. Tobacco Policy – Tennessee Tech is a No- Smoking & Tobacco-Free Campus, with all smoking (“herbal” and tobacco) and all other tobacco usage permitted only in private vehicles. This policy applies to all Tennessee Tech buildings and grounds, university-affiliated off-campus locations and clinics, and any buildings or properties owned, leased or rented by Tennessee Tech in all other areas. Smoking and tobacco use continues to be prohibited in all state vehicles. This no smoking and tobacco-free campus policy is in effect 24 hours a day year-round.

G.11. NCAA Clause. Contractor agrees to comply with relevant National Collegiate Athletic Association (“NCAA”) legislation, interpretations and policies, located on the NCAA website at <http://www.ncaa.org/> and as amended from time to time, on the use of a student-athlete's name or likeness. This duty to comply includes, but is not limited to, the requirements found in the relevant NCAA Division Manual, such as NCAA Rule 12.5.2 “Use of Student Athlete Name or Likeness.” Contractor further agrees that it will immediately report any actual or suspected violations of the NCAA legislation, interpretations, and/or policies to the Institution in the manner prescribed by this contract for communicating with the Institution. Contractor also acknowledges that this provision is a material term of this contract.

- G.12. Sales and Use Tax. The Contractor shall be registered or have received an exemption from the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

- G.13 Iran Divestment Act. Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief, neither it nor any of its subcontractors, if applicable, is on the Iran Divestment Act (T.C.A. §§ 12-12-101 et seq.) list of entities or persons ineligible to contract with the State of Tennessee.

IN WITNESS WHEREOF:

[CONTRACTOR LEGAL ENTITY NAME]:

[NAME AND TITLE]

Date

TENNESSEE TECHNOLOGICAL UNIVERSITY:

Claire Stinson, Vice-President for Planning and Finance

Date

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, evidence showing the individual's authority to bind the proposing entity will be furnished to Tennessee Tech upon request.*

PROPOSER LEGAL ENTITY NAME:

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

- 1) This proposal constitutes a commitment to provide all services as defined in the RFP Attachment 6.2, *Pro Forma* Contract, and Attachment 6.4, Project Narrative, 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 Tennessee Tech, 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 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 Tennessee Tech 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 ___does or ___does not (check one) agree that its Proposal is open for use by other TBR institutions, University of Tennessee System of Higher Education, State universities and the State of Tennessee departments. A listing of these institutions is provided 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.

SIGNATURE & DATE:

PROJECT NARRATIVE & DOCUMENTATION

I. Requirements

The Contractor agrees to install only equipment of high operating quality and appearance. The Contractor agrees to replace any machine which, in Tennessee Tech's opinion, does not meet the minimum level of operating quality or appearance upon request from the university.

The Contractor agrees that, according to need, additional machines may be installed or machines may be removed only after such installation or removal has been requested by Tennessee Tech.

The Contractor will service all machines a minimum of two (2) times per month or 30-day period, whichever is less, based on sales at each location. Each service should include restocking, removing stale-dated products, cleaning and collecting funds from the machine. The product mix should be adjusted to best suit the location with new products being added to the rotation as appropriate. The available selections at each location should contain standard vending options (candy bars, chips, cookies, etc.) as well as healthier options (baked chips, pretzels, low-fat cookies, etc.). At the Center for Craft it is desirable to have some "meal" options that are shelf-stable and/or microwaveable.

Contractor agrees to install, maintain, repair and service all equipment authorized by this Contract. The installations or servicing of machines on Tennessee Tech's campus except in accordance with this contract or other contract(s) shall be grounds for the immediate termination of this contract. The Contractor must respond to service requests within a reasonable amount of time, not to exceed 36 hours. In instances where repairs cannot be made immediately, the appropriate Tennessee Tech representative must be notified.

All vending machines shall accept bills and coins. All machines must be equipped with currency changers. At the Contractor's expense, machines will also be equipped with debit card acceptors to purchase products. Tennessee Tech will provide network connectivity for card authentication during transactions.

All covered machines will be maintained and serviced by fully insured servicemen; otherwise, the Contractor agrees to assume direct responsibility for any loss.

The Contractor agrees to promptly report theft or damage to any machines to Tennessee Tech's Director of Auxiliaries. All machines installed on Tennessee Tech's premises by the Contractor shall remain the property of the Contractor. Tennessee Tech shall not have responsibility for, and the Contractor specifically releases the university from, any and all claims and liability arising out of any damages or loss to the machines, the items contained therein, injuries due to misuse of machine, sales proceeds due to spoilage, fire, vandalism, theft, or any cause whatsoever.

The Contractor will have access to the areas where machines are located during all normal operating hours of Tennessee Tech (Monday – Friday, 8 a.m. – 4:30 p.m.)

The Contractor agrees to assume liability for the payment of any city, state, county, and federal taxes in effect or that may be levied, as well as any licenses required for the operation of the covered machines.

The Contractor agrees to relieve Tennessee Tech of any liability resulting from the malfunction of any of the machines, or any damages resulting in any claim against the university or university personnel, or damages to the physical properties of Tennessee Technological University.

The Contractor assumes the responsibilities for refunding all loss of monies to customers as a result of a machine malfunction, faulty coin mechanisms, etc. Refunds for machine malfunction will be paid to customers by the Tennessee Tech Business Office, who will be reimbursed on a bi-weekly basis by the Contractor for the refunds.

Contractor agrees that all vending machines installed on Tennessee Tech property shall use energy-efficient lights for advertising purposes or have lights used solely for advertising purposes removed entirely from the machine. Further, any light used solely for advertising purposes in an existing vending machine on Tennessee Tech property that requires repair or replacement shall be replaced with an energy-efficient light.

Tennessee Tech currently uses, as part of its identification card system, a process that allows students and staff to store funds on their account that can be used at multiple locations on campus (Dining, Bookstore, Business Office, etc.) via the University ID card. Tennessee Tech is exploring options to greatly expand this program for on-campus purchases. Should this plan become a reality during the term of this contract, the Contractor will be asked to place the appropriate card reader equipment on machines. It is anticipated that this program will result in a dramatic increase in sales. The cost of the readers will be borne by the Contractor after consultation and specifications are provided by Tennessee Tech.

****Proposer must initial here** to confirm that the above requirements have been read and understood, and that Proposer's response addresses all requirements and meets specifications: _____

Please see the following two pages for a listing of current and proposed machine locations, and sales numbers for the past five (5) years.

III. Historical Sales

Locations	Location Type	2018-19	2019-20	2020-21	2021-22	2022-23	Total per Building
Bartoo	Academic	\$0.00	\$1,336.45	\$1,346.55	\$2,170.55	\$2,306.75	\$7,160.30
Bell Hall	Academic	\$5,554.81	\$4,193.85	\$2,088.55	\$2,686.65	\$5,165.50	\$19,689.36
Brown	Academic	\$1,392.80	\$1,283.35	\$585.50	\$623.25	\$0.00	\$3,884.90
Bryan Fine Art	Academic	\$0.00	\$5,200.90	\$2,565.22	\$6,967.15	\$7,441.60	\$22,174.87
Bruner	Academic	\$3,297.90	\$439.70	\$0.00	\$71.20	\$1,375.40	\$5,184.20
Warehouse	Administrative	\$1,267.30	\$1,291.35	\$853.85	\$560.05	\$0.00	\$3,972.55
Appalachian Craft Center	Academic	\$2,062.20	\$1,595.15	\$2,407.45	\$3,814.60	\$4,156.25	\$14,035.65
Clement	Academic	\$1,537.85	\$1,105.25	\$659.20	\$1,071.35	\$1,982.25	\$6,355.90
Cooper	Residence Hall	\$0.00	\$0.00	\$0.00	\$2,017.55	\$1,809.20	\$3,826.75
MS Cooper	Residence Hall	\$575.41	\$387.40	\$1,103.50	\$751.05	\$1,697.26	\$4,514.62
Crawford	Residence Hall	\$1,293.26	\$2,596.65	\$1,149.50	\$0.00	\$0.00	\$5,039.41
Derryberry	Administrative	\$5,005.38	\$3,903.70	\$2,669.65	\$2,911.35	\$3,853.25	\$18,343.33
Evins	Residence Hall	\$1,355.80	\$1,273.45	\$1,547.56	\$2,022.85	\$3,568.55	\$9,768.21
Memorial Gym	Academic	\$0.00	\$0.00	\$0.00	\$873.80	\$1,287.30	\$2,161.10
Fitness Center	Administrative	\$2,762.67	\$1,975.07	\$988.10	\$135.60	\$0.00	\$5,861.44
MLB Student Rec & Fitness Center	Administrative	\$0.00	\$0.00	\$1,663.70	\$2,991.30	\$3,760.15	\$8,415.15
Foundation	Academic	\$3,673.55	\$3,931.10	\$1,950.60	\$1,561.80	\$2,246.65	\$13,363.70
Henderson	Academic	\$5,427.25	\$4,362.05	\$1,995.50	\$3,719.65	\$3,655.05	\$19,159.50
Jobe	Residence Hall	\$786.75	\$480.55	\$498.55	\$716.95	\$263.20	\$2,746.00
Johnson	Academic	\$4,392.45	\$2,928.35	\$902.10	\$1,873.65	\$3,167.50	\$13,264.05
Volpe Library	Academic	\$9,910.65	\$6,663.95	\$4,771.40	\$8,006.85	\$6,376.01	\$35,728.86
Maddux	Residence Hall	\$1,257.75	\$1,090.92	\$2,207.52	\$2,940.70	\$3,433.55	\$10,930.44
Murphy	Residence Hall	\$1,792.50	\$1,035.20	\$1,483.30	\$1,613.05	\$1,719.20	\$7,643.25
New Hall North	Residence Hall	\$5,107.55	\$3,804.75	\$4,074.96	\$5,139.10	\$5,171.90	\$23,298.26
New Hall South	Residence Hall	\$6,140.76	\$4,302.75	\$4,383.15	\$5,660.40	\$3,419.90	\$23,906.96
Oakley Hall	Academic	\$1,691.50	\$1,262.95	\$536.90	\$574.90	\$0.00	\$4,066.25
Pennebaker	Academic	\$4,463.15	\$3,215.40	\$1,391.60	\$1,957.80	\$1,572.10	\$12,600.05
Prescott	Academic	\$4,389.00	\$3,515.90	\$1,176.20	\$3,116.20	\$2,536.05	\$14,733.35
Laboratory Science Commons	Academic	\$0.00	\$0.00	\$0.00	\$208.20	\$2,689.25	\$2,897.45
SouthWest Hall	Academic	\$1,722.45	\$1,159.60	\$546.80	\$723.96	\$0.00	\$4,152.81
STEM Center	Academic	\$3,535.11	\$2,649.40	\$705.55	\$1,762.50	\$2,187.45	\$10,840.01
T. J. Farr	Academic	\$3,611.26	\$2,869.00	\$1,197.90	\$2,322.50	\$2,198.10	\$12,198.76
Warf	Residence Hall	\$1,273.98	\$849.55	\$490.45	\$955.50	\$2,444.80	\$6,014.28
Total Sales		\$85,281.04	\$70,703.69	\$47,940.81	\$72,522.01	\$81,484.17	

ATTACHMENT 6.5 - TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A

SECTION A — MANDATORY REQUIREMENTS

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. 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.

The RFP 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 RFP Coordinator will review each proposal for compliance with all RFP requirements.

PROPOSER LEGAL ENTITY NAME:	
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Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.1.	Provide a completed, signed Contractor Requirements form. (Attachment 6.1).	
	A.2.	Provide the Proposal Transmittal and Statement of Certifications and Assurances (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.3.	Provide the Project Narrative (Attachment 6.4), initialed to indicate acceptance.	
	A.4.	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 Tennessee Tech) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of Tennessee Tech, and the university reserves the right to cancel any award.	
	A.5	Provide a copy of a current certificate of liability insurance. If Proposer’s current limits/coverages do not meet Tennessee Tech’s requirements, the successful Proposer will be required to submit a	

		valid, current certificate of insurance that meets the requirements prior to contract award.	
	A.6.	Provide credentials regarding the Proposer's capabilities to provide the services as set out in the RFP, including information regarding Contracts with customers of similar size and scope as Tennessee Tech.	

ATTACHMENT 6.5 - TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B

PROPOSER NAME:	
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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).

The Proposal Evaluation Team will independently evaluate and score the Proposal’s “qualifications and experience” responses.

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	B.1 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, and email address of the person Tennessee Tech should contact regarding the proposal.
	B.2 Provide a Statement of whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years, and if so, an explanation providing relevant details.
	B.3 Provide a Statement of whether the Proposer or any of the Proposer’s employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony, and if so, an explanation providing relevant details.
	B.4 Provide a Statement of whether there is any pending litigation against the Proposer; and if such litigation exists, a statement as to whether the pending litigation will impair the Proposer’s performance in a contract under this RFP.
	B.5 Provide a Statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.
	B.6 Provide a brief, descriptive Statement indicating the Proposer’s credentials to deliver the services sought under this RFP.
	B.7 Provide a narrative to include the following information relative to Proposer: <ul style="list-style-type: none"> • Year founded; • Number of offices and locations; • Information regarding client base, including geographical area served by Proposer.

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items	
	B.8 Provide information regarding your company's top three (3) clients. <ul style="list-style-type: none"> • the company name and business address; • a company contact (name, title, email address) knowledgeable about Proposer's work; and • a brief description of the number and type(s) of vending machines provided to the client. 	
<i>(Maximum Section B Score = 10)</i>		
SCORE (for <u>all</u> Section B items above, B.1 through B.8):		

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C

**PROPOSER
NAME:**

SECTION C – TECHNICAL APPROACH. Do not include any cost information in the Technical Proposal response. 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 Tennessee Tech employees, will independently evaluate and score the proposal’s response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

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

Proposal Page # (to be completed by Proposer)	Technical Approach Items	Score
	<p>C.1 Contractor shall install, maintain, repair and service all equipment authorized by the Contract. The Contractor shall install only equipment of high operating quality and appearance. The Contractor shall replace any machine which, in Tennessee Tech’s opinion, does not meet the minimum level of operating quality or appearance. Proposer is to provide a description/picture of the vending machines, it proposes to place on campus.</p> <p>Maximum points = 5</p>	
	<p>C.2 Tennessee Tech seeks to provide the best variety and selection of products at an affordable cost to its students and employees as a result of this contract. Proposer shall provide a list of products available for vending, including a list of suggested products to include both standard and healthier items, along with the recommended vend price for each. Please include items in different price ranges (including items specific to the Center for Craft) such as: \$0.50 - \$0.75, \$0.80 - \$1.00, \$1.05 - \$1.25, \$1.50 - \$1.75, \$2.00+ (Note: This information will be used to determine the suitability and value of the products and will not be used to analyze the revenue portion of the proposal. No other information regarding cost, price, revenue return, etc. is to be included in the Technical Proposal.)</p> <p>Maximum points = 15</p>	
	<p>C.3 Proposer shall describe its commitment to servicing Tennessee Tech in the area of snack vending. At a minimum, Proposer shall include information such as:</p> <ul style="list-style-type: none"> • Proposed service intervals to stock products and clean machines and collect monies from machine; • Any requirements (i.e., number of days’ lead time required) Proposer may have regarding new machine placement and relocation of existing machines; • Proposer’s commitment to rotation / replacement of stock to assure freshness of products and variety of selection; • It shall be the ultimate responsibility of the Contractor to refund all loss of monies to customers resulting from a machine malfunction, faulty coin mechanism, etc. Currently Tennessee Tech grants customer refunds as needed to vending customers and receives reimbursement from Contractor. Please describe your proposed process for handling customer refunds in 	

	<p>cooperation with the Tennessee Tech Business Office, including frequency of refund reimbursement.</p> <ul style="list-style-type: none"> • Participation in debit card acceptor program. <p>Maximum points = 20</p>	
	<p>C.4 Tennessee Tech currently uses, as part of its identification card system, a process that allows students and staff to store funds on their account that can be used at multiple locations on campus (Dining, Bookstore, Business Office, etc.) via the University ID card. Tennessee Tech is exploring options to greatly expand this program for on-campus purchases. Please address any capabilities/experience you have had with machines equipped with card swipe mechanisms and your willingness (if requested by Tennessee Tech) to equip certain machines with this capability. (Note: Tennessee Tech's identification card system is maintained under the TRANSACT system and any card swipe mechanisms installed on the snack machines must be compatible with that system. It would be the Contractor's responsibility to purchase and install these mechanisms on their machines.)</p> <p>Maximum points = 5</p>	
	<p>C.5 Specify the amount of time that would be needed to place approximately 50 machines on campus after award of the contract.</p> <p>Maximum points = 5</p>	
SECTION C TOTAL MAXIMUM SCORE		50

FINANCIAL PROPOSAL & SCORING GUIDE					
NOTICE TO PROPOSER: This Financial Proposal MUST be completed EXACTLY as shown.					
PROPOSER NAME:					
SIGNATURE & DATE:					
NOTE: The signatory must be an individual or company officer empowered to contractually bind the Proposer.					
FINANCIAL PROPOSAL SCHEDULE					
<p>The proposed percentages, detailed below, shall indicate the proposed revenue to be paid to Tennessee Tech by Contractor, in providing the entire scope of service, including all services as defined in the RFP Attachment 6.2, Pro Forma Contract. The proposed revenue and the submitted Technical Proposal shall remain valid for at least 120 days subsequent to the date of the Revenue Proposal opening and thereafter in accordance with any resulting contract between the Proposer and Tennessee Tech.</p>					
Revenue Item Description	Proposed Revenue				
	Year 1	Year 2	Year 3	Year 4	Year 5
PERCENTAGE COMMISSION OF GROSS SALES THAT WILL BE PAID TO TENNESSEE TECH ON A MONTHLY BASIS (Gross Sales shall be defined as actual money collected from machines.)	%	%	%	%	%
	Year 6	Year 7	Year 8	Year 9	Year 10
	%	%	%	%	%
<p>The RFP Coordinator shall use the average yearly commission derived from the proposed percentage amounts above and the following formula to calculate the REVENUE PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.</p>				Average Yearly Commission Percentage:	
<p align="center">(Proposed Average Yearly Commission Percentage Being Evaluated / Highest Proposed Average Yearly Commission Percentage)</p> <p align="center">X 40 (maximum section score)</p>				SCORE:	

PROPOSAL SCORE SUMMARY MATRIX

RFP Coordinator		Date	
QUALIFICATIONS & EXPERIENCE Maximum Points: 10	PROPOSER NAME	PROPOSER NAME	PROPOSER NAME
EVALUATOR NAME			
EVALUATOR NAME			
EVALUATOR NAME			
	AVERAGE SCORE:	AVERAGE SCORE:	AVERAGE SCORE:
TECHNICAL APPROACH Maximum Points: 50			
EVALUATOR NAME			
EVALUATOR NAME			
EVALUATOR NAME			
	AVERAGE SCORE:	AVERAGE SCORE:	AVERAGE SCORE:
FINANCIAL PROPOSAL Maximum Points: 40	SCORE:	SCORE:	SCORE:
PROPOSAL SCORE Maximum Points: 100	TOTAL SCORE:	TOTAL SCORE:	TOTAL SCORE:

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

Austin Peay State University
East Tennessee State University
Middle Tennessee State University
Tennessee State University
Tennessee Technological University
University of Memphis
Tennessee Board of Regents, Central Office
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