Austin Peay State University
CLARKSVILLE TENNESSEE

Procurement Services

REQUEST FOR PROPOSAL

CAMPUS FOOD & BEVERAGE CONCEPT OPPORTUNITY

APSU RFP #	27-002
Proposal Due	January 14, 2027
Date/Time	4:30 p.m. CT

VENDOR OPPORTUNITY SUMMARY

APSU welcomes proposals from qualified local, regional, and national food and beverage operators to manage and operate a food and beverage concept within the Ann Ross Bookstore located at 328 College Street, Clarksville, Tennessee. Proposers are encouraged to demonstrate how their concept will support the Clarksville and Montgomery County community through local partnerships, employment opportunities, sourcing practices, and community engagement.

This opportunity offers the potential to establish a distinctive, welcoming, and community-focused destination that serves APSU students, faculty, staff, campus visitors, and the broader Clarksville community.

APSU seeks an operator who can deliver a high-quality food and beverage experience, featuring thoughtfully selected menu offerings and a concept that reflects the character, energy, and growth of both the University and the surrounding community. A beverage component is required, but a traditional coffee shop is not. APSU welcomes creative concepts that complement existing dining options and enhance the campus and downtown experience.

Location and Community Connection

The Ann Ross Bookstore is strategically located on the APSU campus, within walking distance of historic downtown Clarksville and the Cumberland Riverwalk. This location presents a unique opportunity to create a vibrant gathering place that connects the University with the surrounding downtown district and enhances the area's walkable, community-oriented environment.

APSU envisions a welcoming destination where students can study, faculty and staff can meet, residents can gather, and visitors can enjoy a quality food and beverage experience.

Proposals are encouraged to highlight creative concepts, locally sourced products where feasible, efficient service, and engagement with the campus and surrounding community.

Market Growth and Business Potential

Clarksville and Austin Peay State University are experiencing significant growth, creating a promising environment for a well-managed food and beverage operation.

Growing University community: Since Fall 2022, APSU enrollment has increased by more than 20%.
Expanding workforce: APSU employs more than 1,600 faculty and staff, representing an increase of approximately 23% over the same period. Enrollment, employment, and community growth statistics are provided for informational purposes only and are not guarantees of customer traffic, sales volume, or financial performance.

Continued residential growth: Clarksville continues to attract new residents, with more than 1,500 households expected to move to the community annually.

New residential development: APSU is adding student residential housing, alongside multifamily housing developments near the Ann Ross Bookstore.

Space and Concept Opportunities

The available operation occupies approximately 2,063 square feet, including approximately 150–250 square feet of back-of-house preparation space, customer seating, and access to patio seating.

University-owned furniture, fixtures, and equipment may be available, subject to inspection and the final agreement.

APSU welcomes café-style operations, specialty beverage concepts, fresh-food offerings, and other innovative approaches suitable for the location. No traditional commercial kitchen hood is installed; proposed concepts must be feasible within the existing infrastructure unless modifications are approved by APSU.

Business and Operating Considerations

Proposers may offer a revenue-sharing arrangement, a guaranteed minimum payment, or a combination. Proposals should describe the operating approach, staffing, customer experience, and any proposed investment. Financial figures must be submitted only in the separate Cost Proposal.

The operation shares a customer-facing building with Barnes & Noble College, including coordinated customer access and shared restrooms. Operators must comply with the University's beverage agreement, applicable food safety requirements, and existing campus dining brand restrictions. APSU meal plans and Flex Dollars are excluded; Gov Bucks require APSU authorization.

Facility Details and Site Visit

See Exhibit A for vendor area assignments and shared spaces. Exhibit B is reserved for the verified existing equipment and facility inventory. Additional electrical, plumbing, ventilation, and utility capacity information will be provided through official Procurement communications if available.

Proposers are encouraged to assess the space during the scheduled site visit and submit written questions by the stated deadline.

This summary highlights the opportunity. The official RFP governs all requirements, deadlines, and evaluation criteria.

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1. INTRODUCTION

1.1. Background

Austin Peay State University (APSU or Institution) occupies a site that has served the cultural and educational needs of the Clarksville-Montgomery County area for more than 200 years. Clarksville is the state's fifth-largest city and is home to Tennessee's youngest population. The school is named after former Tennessee Gov. Austin Peay, a Clarksville native. Austin Peay is a four-year public, doctoral-level university.

APSU does not discriminate against students, employees, or applicants for admission or employment on the basis of race, color, religion, creed, national origin, sex (including pregnancy), sexual orientation, gender identity/expression, disability, age, status as a protected veteran, genetic information, or any other legally protected class with respect to all employment, programs and activities sponsored by APSU.

1.2. Statement of Procurement Purpose

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

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

The Institution intends to secure a contract with a qualified operator to develop, implement, and operate a distinctive food and beverage concept within the Ann Ross Bookstore at 328 College Street, Clarksville, Tennessee.

- Create a welcoming, high-quality food and beverage destination serving the APSU campus and broader Clarksville community.
- Complement the bookstore and strengthen the connection between APSU and the Clarksville community while encouraging repeat visits and community gathering.
- Provide proposers an equal opportunity to recommend the concept, menu, operating model, customer experience, and brand approach they believe will be most successful for this location.

The selected Contractor shall provide all services necessary to implement and operate the awarded concept. Coffee service is desired, but coffee does not have to be the primary focus of the proposed concept. APSU is intentionally not prescribing a single food and beverage concept.

See Attachment 6.5 for additional information and requirements.

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

The RFP Attachment 6.3, the *Pro Forma* Contract substantially represents the contract document that the successful Proposer selected by the Institution MUST agree to and sign. A Proposal that limits or changes any of the terms or conditions contained in the Pro Forma Contract may be considered non-responsive.

1.4. Nondiscrimination

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

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

Austin Peay State University
Office of Equity, Access, and Inclusion
Attn: Jolann Baldwin
601 College Street / P. O. Box 4557
Browning Building
Clarksville, TN 37044
Voice: 931-221-7160
Email: baldwinj@apsu.edu

1.5. Assistance to Proposers with a Disability

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

1.6. RFP Communications

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

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

Austin Peay State University
Patricia Walton, Solicitation Coordinator
Director of Procurement Services
505 York Street / P.O. Box 4638
Clarksville, TN 37044
Voice: 931-221-7573
Email: waltonp@apsu.edu

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

RFP 27-002

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

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

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

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

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

1.6.8. The Institution will make reasonable efforts to ensure the accuracy of any data or factual information provided by the Institution (in this RFP, an RFP Amendment or any other communication relating to this RFP) However, the Institution makes no warranties as to the data or information provided.

1.7. Notice of Intent to Propose

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

- Proposer's name
- name and title of a contact person
- address, telephone number, facsimile number, and email address of the contact person
- **RFP 27-002** in the subject line

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

1.8. Proposal Deadline

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

1.9. Written Questions/Answer Period

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

2. RFP SCHEDULE OF EVENTS

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

RFP SCHEDULE OF EVENTS **NOTICE: The Institution reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. The Institution will communicate any adjustment to the Schedule of Events to the potential Proposers.**		
EVENT	**TIME**	**DATE** (all dates are Institution business days)
Institution Issues RFP	4:30 p.m.	10/26/2026
Disability Accommodation Request Deadline	4:30 p.m.	11/1/2026
Pre-Proposal Conference and Site Visit	10:00 a.m.	11/12/2026
Written Questions Deadline	4:30 p.m.	11/30/2026
Institution Responds to All Questions	4:30 p.m.	12/9/2026
Notice of Intent to Propose	4:30 p.m.	12/17/2026
Proposal Deadline	2:00 p.m.	1/14/2027
Proposal Opening (Cost Proposals remain sealed)	3:00 p.m.	1/15/2027
Institution Completes Initial Technical Proposal Evaluations	4:30 p.m.	1/28/2027
Proposer Finalist Concept Presentations & Tastings	TBD	2/8–2/12/2027
Institution Completes Finalist Evaluations	4:30 p.m.	2/16/2027
Institution Opens Financial / Revenue Proposals and Calculates Scores	8:00 a.m.	2/17/2027
Institution Issues Intent to Award Letter and Opens RFP Files for Public Inspection	4:30 p.m.	2/18/2027
Performance Bond Deadline (if required)	4:30 p.m.	3/2/2027
Insurance Certificate Deadline	4:30 p.m.	3/2/2027
Award of Contract	4:30 p.m.	3/5/2027
Anticipated Contract Start Date	TBD	4/1/2027*

3. PROPOSAL REQUIREMENTS

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

3.1. Proposal Form and Delivery

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

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

3.1.3. Electronic submission of Proposals and Client References (B.10) will be accepted via email to waltonp@apsu.edu. APSU is not responsible for the timely receipt of submission electronically (e.g., email attachment size limits, file share application compatibility, etc.). It is the responsibility of the Proposer to ensure documents are delivered and accessible per deadline. waltonp@apsu.edu

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

"Proposal for RFP 27-002"

3.1.3.2. Electronic files must be organized as follows:

Each Proposer must submit two (2) separate attachments; one (1) Technical Proposal document (i.e., Attachment 6.6, Qualifications & Experience, Technical, exhibits, appendices, attachments, etc.), and one (1) Cost Proposal file.

3.1.3.3 See Section B.10. for submission of Client References. Client References may be submitted via email to waltonp@apsu.edu directly from the client submitting the reference. waltonp@apsu.edu

3.1.4. When submitting a hard copy Proposal:

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

"Technical Proposal for RFP 27-002 – DO NOT OPEN"

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

3.1.4.2. **The Proposer must sign and date the Technical Proposal. Failure to submit one technical proposal with a signature may be cause for rejection of the proposal. The signature should be on Attachment 6.6, Technical Proposal and Evaluation Guide, and must be an individual who has the authority to legally bind the Proposer.**

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

"Cost Proposal for RFP 27-002 – DO NOT OPEN"

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

3.1.4.4. The Proposer must sign and date the Cost Proposal. Failure to submit one cost proposal with a signature may be cause for rejection of the proposal. The signature should be on Attachment 6.7, Cost Proposal and Scoring Guide, and must be an individual who has the authority to legally bind the Proposer.

3.1.4.5. The Cost Proposal must be submitted to the Institution in a sealed package separate from the Technical proposal.

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

"Contains Separately Sealed Technical and Cost Proposals for RFP 27-002"

3.1.4.7. Email shall be sent to waltonp@apsu.edu with tracking number to notify APSU that a hard copy has been sent.

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

Electronic Submissions:	**Physical Submissions:**
waltonp@apsu.edu	Patricia Walton, Director Procurement Services 505 York Street Clarksville, TN 37040 Phone: 931-221-7573

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

3.2. Technical Proposal

3.2.1. The RFP Attachment 6.6, Technical Proposal and Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. This guide includes mandatory and general requirements as well as technical queries requiring a written response.

NOTICE: A Technical Proposal must not include any pricing or cost information. This includes references to items that are included "free" or "at no additional cost", etc. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the Technical Proposal, the Institution may deem the Response to be non-responsive and reject it.

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

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

3.2.4. All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.

3.2.5. The Institution may, at its sole discretion, determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference sections of the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide **(including using Attachment 6.6 as a table of contents as specified in 3.2.2 hereof);**

3.2.6. **The Proposer must sign and date the Technical Proposal. Digital, electronic, or facsimile signatures will be acceptable as the signature. Failure to submit a signature will be cause for rejection of the proposal.**

3.2.7. The Institution may at its sole discretion, determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide.

3.2.8. In the event of a discrepancy between the original Technical Proposal and the digital copy, the original, signed document will take precedence.

3.3. Cost Proposal

3.3.1. The Cost Proposal must be submitted to the Institution in a sealed package separate from the Technical proposal.

3.3.2. The Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.7, Cost Proposal and Scoring Guide.

3.3.3. Each Proposer shall ONLY record the proposed cost exactly as required by the Cost Proposal and Evaluation Guide and shall NOT record any other rates, amounts, or information. See Section C.4 of Attachment 6.5 for instruction on providing additional/optional cost rates.

3.3.4. The proposed cost shall incorporate all costs for goods and/or services under the Contract for the total contract period.

3.3.5. **The Proposer must sign and date the Cost Proposal. Digital, electronic, or facsimile signatures will be acceptable as the signature. Failure to submit a signature will be cause for rejection of the proposal.**

3.3.6. In the event of a discrepancy between the original Cost Proposal and the digital copy, the original, signed document will take precedence.

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

4. GENERAL REQUIREMENTS & CONTRACTING INFORMATION

4.1. Proposer Required Review and Waiver of Objections

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

Any proposed alternatives, revisions or additions to the Pro Forma Contract (Attachment 6.3) must be made in writing. **Should the Proposer fail to include proposed alternatives, revisions or additions to the *Pro Forma* by the Written Comments deadline and/or in its Technical Proposal Response, such alternatives, revisions or additions may not be considered.** A proposal that limits or changes any of the terms or conditions contained in the Pro Forma Contract may be considered non-responsive.

4.2. RFP Amendment and Cancellation

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

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

4.3. Proposal Prohibitions and Right of Rejection

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

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

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

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

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

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

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

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

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

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

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

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

4.4 Incorrect Proposal Information

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

4.5 Proposal of Additional Goods and/or services

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

4.6 Assignment & Subcontracting

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

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

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

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

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

4.7 Right to Refuse Personnel

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

4.8 Insurance

The Institution reserves the right to require Crime or Fidelity coverage if deemed necessary based upon the operational structure proposed by the successful Contractor. Successful Proposer shall provide an original certificate of insurance to the Institution prior to the effective date of the Contract and prior to any renewal term thereafter. If the policy is cancelled prior to the policy expiration date, the Contractor, upon receiving a notice of cancellation, shall give immediate notice to the Institution.

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

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

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

4.9 Professional Licensure and Department of Revenue Registration

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

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

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

4.10 Financial Stability

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

4.11 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.

4.12 Proposal Errors and Amendments

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

4.13 Proposal Preparation Costs

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

4.14 Continued Validity of Proposals

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

4.15 Disclosure of Proposal Contents

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

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

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

4.16 Contract Approval

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

4.17. Contractor Performance

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

4.18. Contract Amendment

After contract award, the Institution may request the Contractor to deliver additional goods and/or perform additional services within the general scope of the contract and this RFP, but

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

4.19. Severability

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

4.20 Next Ranked Proposer

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

4.21 Contractor Registration

Proposers should complete the Institution's vendor registration process. Although registration with the Institution is not required to make a proposal, a resulting contract from this RFP process cannot be finalized without the successful proposer being a registered vendor.

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

https://www.apsu.edu/procurement/vendors/index.php

In addition to the above, the Institution shall work with Proposers and the Governor's Office of Diversity Business Enterprise (Go-DBE) for Proposers to obtain official state certification. Staff of the GoDBE are available for assistance to minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFP (visit https://www.apsu.edu/procurement/vendors/go-dbe.php for contact information). For assistance with this process, Proposers can contact appurchasing@apsu.edu.

4.22 Policy and Guideline Compliance

This proposal request and any award made hereunder are subject to the policies and guidelines of the Austin Peay State University (www.apsu.edu).

4.23 Protest Procedures

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

https://www.apsu.edu/procurement/vendors/bids/

5 PROPOSAL EVALUATION & CONTRACT AWARD

5.1 Evaluation Categories and Maximum Points

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

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	200
Technical Requirements	400
Finalist Concept Presentation & Tasting	150
Financial / Revenue Proposal	250
Total	**1,000**

5.2 Evaluation Process

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

5.2.1 Technical Response Evaluation

The Solicitation Coordinator will use the RFP Attachment 6.6, Technical Proposal and Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

5.2.1.1 The Solicitation Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.6, Technical Proposal and Evaluation Guide, Section A). If the Solicitation Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Chief Procurement Officer will review the proposal and document his/her determination of whether: (1) the proposal meets requirements for further evaluation; (2) the Institution will request clarifications; or (3) the Institution will determine the proposal to be non-responsive to the RFP and reject it. A determination that a proposal is non-responsive must be approved by the Chief Business Officer before notice may be sent out that the proposal has been rejected.

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

5.2.1.3 Each Proposal Evaluation Team member will independently evaluate each Technical Proposal against the evaluation criteria, rather than against other proposals, and will score each in accordance with the RFP Attachment 6.6, Technical Proposal and Evaluation Guide.

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

5.2.1.5 Finalist Presentation Evaluation

During the Technical Proposal evaluation process, the RFP Coordinator will use the RFP Attachment 6.6, Section C.5, to manage the Finalist Presentation Evaluations and maintain evaluation records.

a. The highest evaluated Proposers, based on the preliminary review of the Technical proposals, will be invited to participate in the Finalist Presentations phase.

b. Each Proposal Evaluation Team member will independently evaluate each Presentation against the Presentation criteria in this RFP, rather than against other presentations, and will score each in accordance with the defined topics in Section C.5. After completion of the Finalist Presentations, the evaluators will each finalize scoring of the Technical Proposals.

5.2.3 Cost Proposal Evaluation

After the Technical Proposal evaluation and Finalist Presentation evaluation have been completed, the Solicitation Coordinator will open the Cost Proposals and use the RFP Attachment 6.7, Cost Proposal and Scoring Guide to calculate and document the Cost Proposal scores.

5.2.4 Total Proposal Score

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

5.3. Contract Award Process

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

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

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

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

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

5.3.4 The Proposer with the apparent best-evaluated proposal must agree to and sign a contract with the Institution that shall be substantially the same as the RFP Attachment 6.3, Pro Forma Contract.

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

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

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

TAX/ MINORITY / ETHNICITY FORM

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

This form must be completed in full.

1. Name of Contractor: _____ Federal ID / Social Security Number: _____	2. Is Contractor a US citizen? ☐ Yes ☐ No If no, state country of citizenship: _____ (If not a US Citizen, please include a copy of Visa with this form.)
3. Kind of Ownership (Check one): ☐ Govt. (GO) ☐ Agency of the State of Tennessee (SA) ☐ Non-Profit (NO) ☐ Majority (MJ) ☐ Minority* (see reverse side for definition) ☐ Woman (WO)** (see reverse side for definition) ☐ Small (SM)*** (see reverse side for definition) ☐ Service-Disabled Veteran****(see reverse side for definition) ☐ Persons with Disabilities, Disabled Business Enterprise (DSBE)	4. Minority / Ethnicity Code (Check One): ☐ African American (MA) ☐ Native American (MN) ☐ Hispanic American (MH) ☐ Asian American (MS) ☐ Other Minority (MO) Specify: _____
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.) ☐Small ☐Minority ☐Woman-Owned ☐Service-Disabled Veteran ☐ Persons with Disabilities	
6.Is Contractor or Contractor's parent company located outside the U.S. ☐ Yes ☐ No If yes, state Country: _____	
7. Certification: I certify that all the information completed above is accurate and true. _____ Signature Date Name (Printed): _____ Title: _____	

*Minority Business Enterprise (MBE):

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

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

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

**Woman- Business Enterprise (WBE):

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

***Small Business Enterprise (SBE):

Small Business Enterprise (SBE) definition: “Tennessee small business” means a business that is a continuing, independent, for-profit business which performs a commercially useful function with residence in this state and has total gross receipts of no more than ten million dollars ($10,000,000) averaged over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis”.

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

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

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

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 (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 whichis owned and controlled by one (1) or more service-disabled veteran and whose management and daily business operations are under the control of one (1) or more service-disabled veteran.

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

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

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

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

Supplier Diversity, Local Partnerships, and Community Engagement

Austin Peay State University recognizes the value of supplier diversity, local business participation, student employment, and community engagement in supporting the University's mission and enhancing the campus experience. The University encourages proposers to identify opportunities to utilize Diversity Business Enterprises (DBEs), Minority-Owned Business Enterprises (MBEs), Woman-Owned Business Enterprises (WBEs), Veteran-Owned Businesses, Service-Disabled Veteran-Owned Businesses, Tennessee-based businesses, local suppliers, and other qualified business partners where practical and consistent with sound business practices. Participation by such businesses is encouraged but is not required. No proposer shall be deemed non-responsive, receive an automatic preference, or receive a predetermined score based solely upon business ownership classification, certification status, or supplier designation.

Evaluation Considerations

As part of the University's overall best-value evaluation, the Evaluation Committee may consider the extent to which the proposal demonstrates: meaningful local and regional business partnerships; supplier outreach and inclusion efforts; Tennessee-based sourcing initiatives; student employment opportunities; internship or experiential learning opportunities; campus engagement activities; community involvement initiatives; and other value-added contributions that support the University's mission and student experience. Evaluation shall focus on the quality, feasibility, and anticipated benefit of the proposed initiatives rather than the ownership status or certification of any individual business.

Optional Attachment

Proposers may submit Attachment 6.2, Supplier Diversity, Local Partnerships, and Community Engagement Plan. Submission of Attachment 6.2 is voluntary and shall not affect proposal responsiveness. Information contained in the attachment may be considered as part of the University's assessment of the proposer's overall commitment to community engagement, economic impact, supplier outreach, and support of University objectives.

Best-Value Determination

The University intends to award a contract to the responsive and responsible proposer whose proposal is determined to provide the best value to APSU. In making this determination, APSU may consider all evaluation factors identified in this solicitation, including but not limited to technical merit, concept quality, operational capability, financial strength, campus partnership opportunities, student employment opportunities, community engagement initiatives, local economic impact, proposed financial return to the University, and other value-added benefits identified in the proposal. No single factor shall be determinative, and APSU reserves the right to consider the overall combination of benefits offered by each proposal.

Attachment 6.2

Supplier Diversity, Local Partnerships, and Community Engagement Plan (Optional)

Purpose

Austin Peay State University values supplier diversity, local business participation, student engagement, and community involvement as components of a successful campus partnership. Submission of this Attachment is voluntary and is not a condition of responsiveness or eligibility for award. Failure to complete this Attachment shall not result in disqualification.

Section 1 – Supplier Diversity Strategy

Describe the proposer's overall approach to supplier diversity, supplier outreach efforts, and anticipated partnerships.

Narrative Response:_____

_____

Section 2 – Current or Anticipated Supplier Relationships

Company Name	Product/Service	Nature of Relationship (Current or Proposed)

Section 3 – Tennessee-Based and Local Business Participation

Describe how Tennessee-based businesses and local suppliers may be utilized in support of the operation.

Narrative Response:_____

_____

Section 4 – Student Employment and Development Opportunities

Estimated Number of Student Employees: _____
Internship Opportunities Available: Yes / No
Work-Study Opportunities Available: Yes / No

Training and Professional Development Opportunities: _____

_____

Section 5 – Community and Campus Engagement

Describe anticipated participation in campus and community activities.

Narrative Response: _____

_____

Certification

The undersigned certifies that the information provided herein is accurate to the best of its knowledge.

Proposer Name: _____

Authorized Representative: _____

Title: _____

Date: _____

Gov Up

Is an energetic Austin Peay State University initiative that connects local businesses with the Govs community. As a licensed APSU vendor, your business will benefit from partnership opportunities that drive sales and rally Governor spirit.

https://www.apsu.edu/govup/

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

BY AND BETWEEN

AUSTIN PEAY STATE UNIVERSITY

AND

[CONTRACTOR NAME]

This Contract is entered into this __ day of _____, 20__ by and between [INSTITUTION NAME] (hereinafter referred to as the "Institution") and [CONTRACTOR LEGAL ENTITY NAME], (hereinafter referred to as the "Contractor"), is for the purpose of providing a food and beverage cafe within the Ann Ross Bookstore for campus. [SHORT DESCRIPTION OF THE SERVICE], 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] with its principal location being:

[ADDRESS]

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

A. SCOPE OF SERVICES:

A.1. Contractor to operate a food and beverage cafe within the Ann Ross Bookstore as further detailed in Attachment A.

B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing on a fully executed contract and ending five (5) years thereafter. The Institution shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Compensation Firm. The Institution's revenue shall be calculated based on the Rates in Attachment B for units of service authorized by the Institution.

C.2. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

D. STANDARD TERMS AND CONDITIONS:

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

D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials in accordance with applicable Tennessee state laws and regulations.

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

D.4. Termination for Convenience. The Institution may terminate this Contract, in whole or in part, without cause for any reason. Termination under this Section D. 4 shall not be deemed a Breach of Contract by the Institution. The Institution shall give the Contractor at least one hundred and twenty days (120) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the Institution be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount based upon such termination.

D.5. Termination for Cause. If the Contractor fails to perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any term of this Contract, the Institution shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services; provided, however, Institution shall have the option to give Contractor written notice and a specified period of time in which to cure. Notwithstanding the above, the Contractor shall not be relieved of liability to the Institution for damages sustained by virtue of any breach of this Contract by the Contractor.

D.6. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Institution. If such subcontracts are approved by the Institution, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination". Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.7. Conflicts of Interest. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

D.8. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.9. Records. The Contractor shall maintain documentation for all charges against the Institution under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Institution, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

The Institution reserves the right to review, inspect, and audit books, records, sales reports, POS records, and supporting documentation reasonably necessary to verify payments due to APSU.

D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the Institution, the Comptroller of the Treasury, or their duly appointed representatives.

D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the Institution as requested.

D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that the parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the Institution, agrees to carry public liability insurance, issued by a carrier licensed to do business in the State of Tennessee, in the amount of at least one million dollars per occurrence, with an endorsement naming the Institution as an additional insured under the policy, and any other forms of insurance required by law, including, but not limited to workers compensation insurance. The

Contractor shall provide proof of all insurance required under this section prior to execution of this Contract. Contractor shall pay applicable taxes incident to this Contract.

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

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

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

D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the Tennessee Claims Commission in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the Institution or its employees hereunder, and any remedies arising 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.

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

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

E. ADDITIONAL TERMS AND CONDITIONS:

E.1. Communications and Contacts.

The Institution:

Tammy Silva, Business Operations Manager
Austin Peay State University
15 Govs Lane, PO Box 4397, Clarksville, TN 37044
Voice: 931-221-6164
Email: silvat@apsu.edu

The Contractor:

[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]
[CONTRACTOR NAME]
[ADDRESS]
Voice: [TELEPHONE NUMBER]
Email: [EMAIL]

All instructions, notices, consents, demands, or other communications shall be sent in a manner

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

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

E.3. Breach. A party shall be deemed to have breached the Contract if any of the following occurs (However, this list is not exclusive: failure to perform in accordance with any term or provision of the Contract; partial performance of any term or provision of the Contract; any act prohibited or restricted by the Contract; or, violation of any warranty.

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

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

(1) In event of a Breach by Contractor, the Institution shall have available the remedy of actual damages and any other remedy available at law or equity.

(2) Liquidated Damages— In the event of a Breach, the Institution may assess Liquidated Damages. The Institution shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as the amounts are likely to be uncertain and not easily proven. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the Institution in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the Institution pursuant to the indemnity provision or other section of this Contract.
The Institution may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the Institution exercises its option to declare a Partial Default, or the Institution terminates the Contract. The Institution is not obligated to assess Liquidated Damages before availing itself of any other remedy. The Institution may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or in equity; provided, however, Contractor shall receive a credit for Liquidated Damages previously withheld except in the event of a Partial Default.

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

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

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

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

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

The Contractor agrees to indemnify and hold harmless the Institution as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the Institution for infringement of any third party's intellectual property rights, including but not limited to, any alleged patent or copyright violations. The Institution shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof. In any such action brought against the Institution, the

Contractor shall take all reasonable steps to secure a license for Institution to continue to use the alleged infringing product or, in the alternative, shall find or develop a reasonable, non-infringing alternative to satisfy the requirements of this Contract.

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

E.5. Insurance. The Contractor shall maintain a commercial general liability policy. The commercial general liability policy shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of $1,000,000.00 per occurrence, $3,000,000.00 in the aggregate. The Contractor shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law. The Contractor shall deliver to the Institution both certificates of insurance no later than the effective date of the Contract. If any policy providing insurance required by the Contract is cancelled prior to the policy expiration date, the Contractor, upon receiving a notice of cancellation, shall give immediate notice to the Institution.

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

E.6. Performance Bond. Intentionally Delete.

E.7. Competitive Procurements. If this Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or services, such procurements shall be made on a competitive basis, when practical.

E.8. Inventory/Equipment Control. The Contractor agrees to be responsible and accountable for the maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Contract. The Contractor shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Contract and shall submit an inventory control report with the required progress reports.

The Contractor shall notify the Institution, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Contractor shall be responsible to the Institution for the *pro rata* amount of the residual value at the time of loss based upon the Institution's original contribution to the purchase price.

Upon completion or cancellation of this Contract, all equipment purchased with funds provided under this Contract shall be returned to the Institution.

E.9. Institution Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the Institution for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the Institution in good order and condition as when received, reasonable use and wear thereof excepted. Should the

property be destroyed, lost, or stolen, the Contractor shall be responsible to the Institution for the residual value of the property at the time of loss.

E.10. Contract Documents. Included in this Contract by reference are the following documents:

a. This Contract document and its attachments
b. The Request for Proposal RFP 27-002 and its associated amendments
c. The Contractor's Proposal

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

E.11. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the Institution hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.

E.12. Hold Harmless. The Contractor agrees to indemnify and hold harmless the Institution as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person (including Institution), firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the Institution in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the Institution.

In the event of any such suit or claim, the Institution 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 and shall provide all assistance required by the Institution in the Institution's defense. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the Institution in any legal matter, such rights being governed by ***Tennessee Code Annotated***, Section 8-6-106.

E.13. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

E.14. Prohibition on Hiring Illegal Immigrants. T.C.A. § 12-3-309 prohibits State entities from contracting to acquire goods or services from any person who knowingly utilize the service of illegal immigrants in the performance of a contract or who knowingly utilize the services of any subcontractor, if permitted under the contract, who will utilize the services of illegal immigrants in the performance of the contract. By signing this Contract, the Contactor attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of illegal immigrants in the performance of the Contract and will not knowingly utilize the services of any subcontractor, if permitted under the Contract, who will utilize the services of illegal immigrants in the performance of the Contract.

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

E.15. Red Flags and Identity Theft. The Contractor shall have policies and procedures in place to detect relevant Red Flags, as that term is defined in Federal Trade Commission regulations, that may arise in the performance of the Contractor's activities under the Contract or review the Institution's Red Flags identity theft program and report any Red Flags to Institution.

E.16. Sales and Use Tax. The Contractor attests that it has registered with, or have received an exemption from, the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract. The Contractor shall comply, and shall require any subcontractor to comply, with all laws and regulations governing the remittance of sales and use taxes on the sale of goods and services made by the Contractor, or the Contractor's subcontractor.

E.17. Data Privacy and Security.

Data Privacy. "Personal Information" means information provided to Contractor by or at the direction of Institution, or to which access was provided to Contractor by or at the direction of Institution, in the course of Contractor's performance under this Contract that: (i) identifies or can be used to identify an individual (including , without limitation , names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers.

Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information complies with all applicable international, federal and state privacy and data protection laws, including without limitation, the Gramm-Leach-Bliley Act ("GLBA"); the Health Information Portability and Accountability Act ("HIPAA");the Family Educational Rights and Privacy Act ("FERPA") of 1974 (20 U.S.C.1232g), the FTC's Red Flag Rules, as amended, together with regulations promulgated thereunder .

Contractor agrees that any Personal Information of students provided to the Contractor under this Contract shall only be used for the specific purposes outlined in this Contract. The Contractor shall not sell, share, or disclose any such personal information of students to any other individual, organization, or entity. The Contractor shall implement and maintain appropriate technical, administrative, and physical safeguards to protect the confidentiality and security of all personal information received under this Agreement. Upon the termination or expiration of the Contract, the Contractor shall securely destroy or return all copies of personal information, as directed by APSU.

Some Personal Information provided by Institution to Contractor is subject to FERPA. Contractor acknowledges that its improper disclosure or re-disclosure of Personal Information covered by FERPA may, under certain circumstances, result in Contractor's exclusion from eligibility to contract with Customer for at least five (5) years and agrees to become a “school official” as defined in the applicable Federal Regulations for the purposes of this Contract.

With respect to any processing of personal data of persons located in, or personal data obtained from within, the European Union (EU), Contractor certifies that it will comply with all applicable laws or regulations related to acceptance, transmission, and/or storage of such personal data as defined by and in accordance with the EU’s General Data Protection Regulations (“GDPR”). Contractor will only act on the written instruction of the Institution and will assist the Institution in compliance with GDPR in relation to the security of processing, the notification of personal data breaches, data protection impact assessments, answering data subjects’ requests, and allowing data subjects to exercise their rights under the GDPR. Contractor consents to audits and inspections as necessary to ensure compliance with these provisions.

Data Security. Contractor represents and warrants that Contractor will maintain compliance with the SSAE 16 standard, and shall undertake any audits and risk assessments Contractor deems necessary to maintain compliance with SSAE16.

Incident Response. "Security Incident" means any reasonably suspected breach of information security, unauthorized access to any System, server or database, or any other unauthorized access, use, or disclosure of Personal Information or Highly-Sensitive Personal Information occurring on Systems under Contractor's control. Contractor shall: (i) provide Institution with the name and contact information for an employee of Contractor who shall serve as Customer's primary security contact and shall be available to assist Customer twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Incident; (ii) notify Institution of a Security Incident as soon as practicable, but no later than twenty four (24) hours after Contractor becomes aware of it, except where disclosure is prohibited by law; and (iii) notify Institution of any such Security Incident by email to apitsecurity@apsu.edu with a copy by e-mail to Contractor's primary business contact at the Institution.

Contractor shall use best efforts to immediately mitigate or resolve any Security Incident, at Contractor's expense and in accordance with applicable privacy rights, laws, regulations and standards. Contractor shall reimburse Institution for actual costs incurred by Institution in responding to, and mitigating damages caused by, any Security Incident, including all costs of notice and/or remediation incurred under all applicable laws as a result of the Security Incident.

Return of Personal Information. At any time during the term of this Contract, at the Institution's written request or upon the termination or expiration of this Contract, Contractor shall return to the Institution all copies, whether in written, electronic or other form or media, of Confidential, Highly-Sensitive, or Personal Information in its possession, or at Customer's direction, securely dispose of all such copies.

The Contractor shall provide and retain timely, accurate, and comprehensive information such as records and reports that allow Institution to monitor risks. The inventory of reports should include SOC 1, SOC 2, and reports for data breaches.

E.18. Contractor Reporting. The Contractor shall assist with the Institution's state and federal reporting requirements by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the Institution in form and substance as required by the Institution.

E.19. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

E.20. Boycott of Israel. The Contractor certifies that is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total potential value of less than two hundred fifty thousand dollars ($250,000) or to contractors with less than ten (10) employees.

E.21. Service and Software Accessibility Standards. The Contractor warrants and represents that the service and software, including any updates, provided to the Institution will meet the accessibility standards set forth in WCAG 2.0 AA (also known as ISO standard, ISO/IEC 40500:2012), EPub 3 and Section 508 of the Vocational Rehabilitation Act. To the extent that the products fail to meet the WCAG 2.0 AA, EPub 3 and Section 508 standards, the Contractor will provide Institution with a fully completed Accessibility Statement and Conformance and Remediation forms (Attachments 6.10 & 6.11). The Contractor shall indemnify and hold the Institution harmless in the event of claims arising from inaccessibility related to the Contractor's product and/or services.

E.22. Click-Wrap Agreements. The Contractor agrees that click-wrap agreements shall not be binding upon the Institution. No employee has the actual or apparent authority to enter into click-wrap agreements on behalf of the Institution without the approval of the Institution's Procurement and/or Contracts Office. No employee has the authority to modify, amend, or supplement this Contract through a click-wrap agreement. This Contract can only be modified, amended, or supplemented under these terms through a written amendment in accordance with the Institution's procedures, policies, and guidelines.

E.23. Binding Contract. The Contractor fully understands that this Contract is not binding except and until all appropriate State officials' approvals and signatures have been obtained, and the fully executed document returned to the Contractor.

CONTRACTOR:	AUSTIN PEAY STATE UNIVERSITY:
_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date	_____ Date

CONTRACTOR RESPONSIBILITIES

Contractor Responsibilities to be added upon contract award

CONTRACT RATES

Note: The contract rates to be added upon contract award.

Proposers are NOT to fill in any cost information below.

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

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

1. This proposal constitutes a commitment to provide all goods and/or services as defined in the RFP Attachment 6.3, *Pro Forma* Contract, Scope of Goods and/or Services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.3, *Pro Forma* Contract. A Proposal that limits or changes any of the terms or conditions contained in the Pro Forma Contract may be considered by the Institution, in its sole discretion, non-responsive and may be rejected.
2. The information detailed in the proposal submitted herewith in response to the RFP is accurate.
3. The proposal submitted herewith in response to the RFP shall remain valid for at one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
4. The Proposer shall comply with all applicable State and Federal laws and regulations, including Institution policies and guidelines in the submission of its Proposal and, if the successful Proposer, in the performance of the Contract.
5. The Proposer shall comply with all of the provisions in the subject RFP.
6. The Proposer agrees that this proposal pricing is for the Institution.
7. The Proposer:
   ☐ **does**
   ☐ **does not**
   Agree to extend the proposal pricing to any organization (third-party entity) may purchase under this agreement, including other universities, local government agencies, and state-government agencies (located in any state within the United States). The third-party entity may negotiate its own terms with the supplier.
8. 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.
9. The Proposer understands and agrees that Proposer shall be paid by ACH payment OR the method agreed upon between the Institution and the Proposer. By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to §12-12-106. For reference purposes, the list is currently available online at: https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/other/Debarred_Vendors.pdf

SIGNATURE & DATE: _____ _____

RFP REQUIREMENTS

Overview

Austin Peay State University (hereinafter Institution or APSU) is soliciting proposals from qualified food and beverage operators to develop and operate a distinctive food and beverage concept within the Ann Ross Bookstore. APSU is intentionally not prescribing a single concept. Proposers are encouraged to recommend the concept, menu, operating model, customer experience, hours, staffing, equipment plan, and brand approach they believe will be most successful at this unique campus and downtown location. Coffee service is desired but does not have to be the primary focus.

The following are requirements to respond to this Request for Proposal and should be used as a strict guideline in the preparation of a proposal. Each Proposer must use the Technical Proposal and Evaluation Guide (Attachment 6.6) to organize, reference, and draft its Technical Proposal. **Each Proposer must duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate)**. The order of the response to the Technical Proposal and Evaluation Guide must be preserved.

A. Financial Stability Mandatory Requirements (Proposers to indicate in Attachment 6.6, Section A page reference numbers of its Proposal to these requirements) **Pass / Fail**

B. QUALIFICATIONS AND EXPERIENCE REQUIREMENTS (B.1–B.10)

B.1 Business Organization and Contact Information. Describe the Proposer's legal form of business organization, ownership structure, legal business name, address, and primary proposal contact.

B.2 Business Ownership and Organizational Changes. Identify any mergers, acquisitions, or sales of the Proposer's company within the past ten (10) years. If applicable, provide dates and relevant details.

B.3 Criminal History Disclosure. State whether the Proposer or any principal, agent, independent contractor, or subcontractor has been convicted of, pleaded guilty to, or pleaded nolo contendere to any felony. If yes, provide relevant details.

B.4 Pending Litigation. Identify any pending litigation against the Proposer. If applicable, provide relevant details and an opinion of counsel regarding potential impairment of contract performance.

B.5 Bankruptcy or Insolvency Proceedings. State whether, within the past ten (10) years, the Proposer has filed or had filed against it any bankruptcy or insolvency proceeding, voluntarily or involuntarily, or had a receiver, trustee, or assignee appointed for the benefit of creditors. If yes, explain.

B.6 SEC Investigations. Identify any pending or ongoing Securities and Exchange Commission investigations involving the Proposer. If applicable, provide relevant details and an opinion of counsel regarding potential impairment of contract performance.

B.7 Relevant Experience, Qualifications and Operating History. Describe years in business, relevant credentials, and experience developing, managing, or operating comparable food and beverage concepts. Include examples such as cafés, specialty beverage concepts, quick-service foodservice, and operations within complementary retail, higher education, institutional, or community-serving environments. Explain how that experience supports the proposed APSU bookstore operation.

B.8 Organizational Capacity, Management and Staffing. Describe organizational structure, current operating locations, staffing resources, and capacity to support the proposed bookstore operation. Identify key managers, responsibilities, qualifications, relevant experience, and how ongoing operational oversight and staffing support will be provided. Include an organizational chart and resumes for key personnel.

B.9 Third-Party Operating Relationships. Identify any subcontractors, franchise partners, licensors, commissaries, production partners, or other third parties with a material operational role. Describe their qualifications, responsibilities, oversight, and how these arrangements support quality, accountability, and continuity. If none, explain how the Proposer will independently fulfill these functions.

B.10 References and Past Performance. Provide references for comparable food and beverage operations, including organization, contact information, services provided, and relationship duration. Describe demonstrated service quality, customer satisfaction, operational reliability, and contract performance. Higher education experience is relevant but not required.

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

Client References may be submitted electronically or physically.

Electronic Submission:

(a) Electronic submission of Client References will be accepted via email to: waltonp@apsu.edu.

(b) Client References must be received directly from the client providing the reference or submitted by Proposer with original signature from the client providing the reference.

Physical Submission:

a) Add the Proposer Identification Number to the standard reference questionnaire at RFP Attachment 6.8. and make a copy for each reference. For identification purposes to proposer's references, it is acceptable to provide Proposer name and brief explanation why a Proposer Identification Number is being used on a separate sheet of paper.
b) Send a reference questionnaire and new, standard #10 envelope to each reference.
c) Instruct the reference to:

    (i) complete the reference questionnaire;
    (ii) sign and date the completed reference questionnaire;
    (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;
    (iv) sign his or her name in ink across the sealed portion of the envelope; and
    (v) return the sealed envelope directly to the Proposer (the Proposer may wish to give each reference a deadline, such that the Proposer will be able to collect all required references in time to include them within the sealed Technical Response).

d) Do NOT open the sealed references upon receipt.
e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.

NOTES:

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

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

C. **Technical Requirements** (Proposers to indicate in Attachment 6.6, Section C page reference numbers of its Proposal to these requirements)

C.1 **Technical Mandatory Pass/Fail Requirements** (Proposer shall validate in its response its understanding of these mandatory requirements and its ability to provide the required goods and/or services as well as describe in detail the sub-contractors it uses for these goods and/or services and how each process is conducted.

Minimum Proposer Requirements:

C.1.1 General Requirements

1. Proposer shall validate its understanding and ability to:
2. Develop and operate a distinctive food and beverage concept within the approximately 2,063-square-foot café space, including approximately 150–250 square feet of back-of-house preparation space. The proposed concept must include a beverage component but need not be a traditional coffee shop. APSU welcomes creative concepts that complement the bookstore and serve the APSU campus and broader Clarksville community.
3. Operate within the existing facility and utility limitations, including the absence of a traditional commercial kitchen hood, unless proposer-funded modifications are approved by APSU.
4. Obtain and maintain all permits, licenses, health approvals, insurance, and other requirements applicable to the operation.
5. Comply with APSU's then-current exclusive beverage agreement and all University policies applicable to the operation.
6. The proposed concept may include products, menu categories, service styles, or concepts that compete with existing campus dining offerings. However, the proposed operation shall not operate under, incorporate, or represent the following specific brands: Starbucks, Chick-fil-A, Subway, Pei Wei, Freshens or Einstein Bros. Bagels. This restriction applies to branded, franchised, or licensed operations using those specific brand names, unless APSU expressly authorizes otherwise through a written RFP addendum.

7. The operation shall not accept APSU dining meal plans or Flex Dollars. Acceptance of Gov Bucks, if authorized by APSU, or any other University-authorized payment method shall be subject to prior APSU approval and applicable technical, financial, and operational requirements.
8. Accept responsibility for staffing, day-to-day management, food and beverage production, customer service, internal custodial needs, routine operational supplies, and internal security associated with the operation.
9. Obtain prior APSU approval for alterations, signage, equipment installation, technology, cabinetry, access/security changes, or other improvements.
10. Coordinate all requests for new or replacement locks or keys through APSU Physical Plant and provide a minimum of seventy-two (72) business hours' advance notice for Physical Plant to provide new locks or keys. Emergency access/security needs will be handled in accordance with University procedures.
11. Maintain separate financial records for the operation and provide required sales and revenue reporting to APSU.

C.1.2 Implementation and Opening Requirements

Proposer shall validate its ability to provide a complete transition and opening plan, including permitting, staffing, training, inventory, equipment readiness, technology, signage, inspections, and a proposed opening schedule. The successful Contractor shall coordinate all implementation activities with APSU and Barnes & Noble College as applicable. The existing bookstore configuration is expected to remain in place; no structural separation or building alteration should be assumed or proposed as an APSU-funded improvement without prior written APSU approval.

C.1.3 Customer Service and Operating Standards

Proposer shall validate its ability to maintain professional customer service, appropriate staffing, product availability, food safety, cleanliness, service efficiency, complaint resolution, and consistent operating standards throughout the contract term.

C.1.4 Reporting and Contract Monitoring Requirements

Proposer shall validate its ability to provide APSU with periodic sales, revenue, operating, and performance information reasonably required for contract administration and to participate in periodic business reviews with the University.

C.1.5 Additional Contractor Operating Responsibilities

The Proposer shall confirm its ability to meet the following requirements, which supplement C.1.1–C.1.4. These requirements apply to the proposed food and beverage operation regardless of whether the concept is a traditional coffee shop.

1. Use existing APSU-owned furniture, fixtures, and equipment (FF&E) as approved by APSU; provide at the Contractor's expense any additional furnishings, equipment, smallwares, and operating supplies required for the proposed concept. Maintain and repair University-owned FF&E used in the operation, subject to the contract's allocation of normal wear and tear; maintain, repair, and replace Contractor-owned equipment. APSU will determine the disposition of its own FF&E not needed for the concept.
2. Coordinate and oversee grease-trap maintenance or repairs associated with the operation, as applicable, and notify APSU of facility issues requiring University involvement.
3. Provide all internal trash removal and custodial services within the Contractor-assigned café area. APSU custodial services do not cover the bookstore building. The Contractor and Barnes & Noble College shall jointly coordinate and share responsibility for cleaning, restocking, and maintaining the common restrooms, including an agreed schedule and accountability procedures, subject to APSU approval.
4. Obtain required campus parking permits for employees or otherwise use parking under the same rules applicable to University employees.
5. Make purchases and enter third-party agreements in the Contractor's own name, without obligating APSU; prevent and promptly resolve any liens arising from Contractor activities on University property.
6. Provide and monitor internal security for the operation. Follow APSU emergency procedures; contact 911 or University Police as appropriate, notify the designated APSU contract administrator of incidents, and supply emergency employee contact information to University Police as required.
7. Operate during hours approved by APSU and coordinated with bookstore hours, seasonal schedules, campus events, and inclement-weather directives. Maintain adequate staffing, professional conduct and branded attire, and positive customer relations. The Contractor remains responsible for employee wages, benefits, payroll obligations, required workers' compensation, and compliance with applicable employment laws and University rules.
8. Participate in regular operating meetings with the APSU-designated contract administrator to discuss performance, concerns, and opportunities for improvement.
9. Comply with APSU's then-current exclusive beverage agreement for applicable packaged beverages, including carbonated soft drinks, bottled water, and packaged energy/sports drinks. APSU's current agreement is with Coca-Cola. Any successor agreement shall govern when effective, subject to any University-authorized inventory transition. Specialty prepared beverages such as coffee and tea are excluded to the extent permitted by the applicable beverage agreement. Availability and terms of any beverage-vendor display cooler shall be confirmed by APSU.
10. Upon contract expiration or termination, surrender the premises in the condition required by the agreement, ordinary wear and tear excepted, and remove Contractor-owned personal property within seven (7) days, subject to the final contract.

11. At the Contractor's expense, retain a qualified third-party food safety and sanitation inspection company under contract to inspect the food and beverage operation at least twice annually, once during the spring semester and once during the fall semester. Provide the complete written inspection report to APSU's designated Contract Administrator within forty-eight (48) hours of receiving the report. For any unsatisfactory finding or identified food safety or sanitation deficiency, provide a written corrective-action plan with the report, including actions, responsible personnel, and completion dates. Critical findings must be reported to APSU immediately and corrected promptly. These inspections supplement, and do not replace, inspections required by law.
12. The Contractor shall maintain a score of at least eighty-five (85) on each scored inspection conducted by the applicable governmental health department, in addition to meeting all applicable food safety laws and regulatory requirements. The score of 85 is an APSU contractual performance standard and does not replace any stricter regulatory standard. Failure to achieve an 85-point score shall not constitute an immediate default provided corrective action is promptly implemented.
13. Provide a complete copy of each governmental health department inspection report to APSU's designated Contract Administrator within forty-eight (48) hours of receiving the report. If the inspection score is below 85, the Contractor shall submit a written corrective-action plan within the same forty-eight (48) hour period, identifying deficiencies, immediate corrective measures, responsible personnel, and a timeline for correction and reinspection where applicable. Any closure order, imminent health hazard, or critical violation must be reported to APSU immediately, and the Contractor shall comply with all directions of the health authority. The Contractor shall promptly provide APSU with evidence of corrective action and subsequent inspection results.

C.1.5.1 Shared Bookstore Facility and Coordination

The café operates within the Ann Ross Bookstore, which is managed by Barnes & Noble College (BNC). The café and bookstore are separate vendor operations within a shared customer-facing facility. Customers and visitors must be able to move freely through the existing public areas of the bookstore and café, subject to normal safety, accessibility, and operational requirements. Neither operator may unilaterally restrict common public access or change the physical division of space. Contractor responsibilities shall follow the APSU-approved floor plan provided as Exhibit A, Vendor Areas, Ann Ross Bookstore (dated October 9, 2026), and any written allocation of shared areas issued with this RFP. The exhibit identifies café-exclusive and bookstore-exclusive areas and shared restrooms; it does not authorize physical separation of public customer areas.

BNC currently operates the bookstore with three full-time and two part-time staff, supplemented by seasonal personnel and leadership support as needed. Its stated regular hours are Monday–Friday, 7:30 a.m.–5:00 p.m., and Saturday, 11:00 a.m.–4:00 p.m.; summer and winter break hours are Monday–Friday, 8:00 a.m.–4:30 p.m., and Saturday, 11:00 a.m.–4:00 p.m. Hours are provided for planning purposes only and may change, including due to inclement weather or University direction. Café operating hours require separate APSU approval and should be coordinated with bookstore hours and University events.

The Contractor shall cooperate with BNC on customer access, common-area presentation, restroom cleaning and supplies, scheduling, special events, and mutually beneficial campus outreach. BNC's campus-store approach emphasizes student success, faculty support, alumni engagement, relationship-driven marketing, digital engagement, and campus partnerships. Proposers should explain how their concept complements these objectives without implying a contractual partnership with BNC or assigning BNC duties not approved by APSU.

C.1.6 Institution Facilities and Support Responsibilities

Subject to the final agreement and applicable University procedures, APSU will be responsible for the following building and site support functions described in the original specifications:

1. Building structure and base building systems, including electrical, plumbing, heating, air conditioning, ventilation, roof, walls, and floor slab, together with University-provided utilities and available network/Wi-Fi access.
2. External trash and garbage removal, pest control, landscaping, parking-lot maintenance, and snow removal as required for the site.
3. Administration of building exterior locks and rekeying. Contractor-requested changes and costs arising from compromised keys attributable to Contractor personnel will be addressed under the final agreement. The Contractor may not independently change University locks.
4. Passive building security and surveillance, if and as determined by APSU. APSU-owned FF&E remains University property; responsibility for accidental loss or damage will be allocated in the final agreement.

C.1.7 Financial Proposal and Value-Added Offerings

The Proposer may offer a percentage-of-revenue payment, a guaranteed minimum payment, or a combination of both, consistent with Attachment 6.7 and the final contract. The financial proposal shall identify the proposed payment structure, rates or amounts, payment frequency, Contractor-funded capital investment, proposed improvements, and any scholarships, sponsorships, marketing support, promotions, or other value-added benefits. All financial information must appear only in the Cost Proposal, not the Technical Proposal.

C.2 **<u>Technical Scored Requirements</u>** (In the previous Mandatory pass/fail section (Section C.1) Proposer was asked to validate in its response its understanding of the mandatory requirements. In Section, C.2 Proposer is to describe its goods and/or services and will be scored based on those descriptions. Proposers to indicate in Attachment 6.6, Section C (2) page reference numbers of its Proposal containing its responses to these requirements).

C.2.1 Food & Beverage Concept and Campus/Community Fit (120 Points)

1. Concept and Campus/Community Fit (40 Points). Proposer shall describe its overall food and beverage concept and explain how the operation will create a welcoming destination for students, faculty, staff, alumni, visitors, military-affiliated customers, downtown customers, and the broader Clarksville community. Address atmosphere, branding, customer experience, study/gathering considerations, bookstore integration, and how the concept complements the campus/downtown location.

2. Menu Quality, Variety, and Value (40 Points). Proposer shall describe its proposed food and beverage offerings, signature items, price/value positioning, dietary accommodations, healthy options, and approach to variety across appropriate dayparts. Coffee service is desired but does not have to be the primary focus.
3. Market Differentiation and Campus Life (40 Points). Consistent with the mandatory non-competition requirements in Section C.1, Proposer shall explain how the concept will differentiate itself from existing APSU and nearby offerings and how it will support student engagement, campus events, alumni activities, military-affiliated customers, and community gathering opportunities.

C.2.2 Management, Staffing, Operations, and Customer Experience (100 Points)

1. Management and Staffing Plan (32 Points). Describe staffing levels, management structure, employee onboarding, food safety and sanitation training, customer service training, cross-training, ongoing refresher training, performance evaluation, retention strategies, and methods for ensuring consistent service.
2. Operational Readiness and Implementation (24 Points). Provide a transition and implementation plan addressing staffing, inventory, permitting, equipment readiness, pre-opening employee training and operational readiness verification, technology, inspections, and opening timeline.
3. Customer Service and Service Efficiency (24 Points). Describe customer service standards, complaint resolution, peak-period strategies, wait-time management, and methods for maintaining quality during high-volume periods and events. Explain how the operator will coordinate with Barnes & Noble College on joint promotions, customer experience, shared-facility events, and communication while maintaining separate vendor operations.
4. Food Production and Operating Approach (20 Points). Explain how food and beverages will be produced within the existing space. Identify items prepared fresh on-site, assembled or finished on-site, produced at another approved location and delivered, or offered as prepackaged/grab-and-go items. Identify specialized, ventless, self-contained, or other equipment required.

C.2.3 Facility, Equipment, Technology, and Investment Approach (80 Points)

1. Facility and Equipment Plan (32 Points). Identify existing APSU-owned equipment the Proposer would use, equipment not needed, additional equipment required, and any proposed modifications to the café, service counter, seating, patio, access/security configuration, utilities, signage, storage, or back-of-house areas. Address how access, keys, and locks will be managed in compliance with the mandatory Physical Plant coordination requirements in Section C.1.
2. Technology and Customer Convenience (16 Points). Describe point-of-sale, mobile ordering, pickup, loyalty, and other customer-facing technology. The proposed operation shall not accept APSU Flex Dollars. Address the Proposer's ability to support other University-authorized tender, including Gov Bucks if authorized by APSU.

3. Capital and Facility Enhancement Approach (32 Points). Describe the Proposer's planned capital investment and facility enhancements, including equipment, furnishings, technology, signage, mobile-order pickup locations, or other improvements. Do not include pricing, revenue share, minimum guarantees, or other Cost Proposal information in the Technical Proposal.

C.2.4 Marketing, Engagement, and Value-Added Programs (60 Points)

1. Marketing and Engagement Strategy (10 Points). Describe the marketing plan for students, employees, alumni, visitors, military-affiliated customers, and the broader Clarksville community, including social media, campus partnerships, events, promotions, and collaboration with University departments and organizations.
2. Value-Added Programs (10 Points). Describe loyalty programs, student/employee/alumni/military promotions or discounts, event support, sponsorships, community engagement, and other non-price benefits that would strengthen the operation and APSU experience. Do not include Cost Proposal pricing or revenue terms.
3. Local Community Integration (40 Points). Describe local sourcing, local employment opportunities, partnerships with Clarksville-area organizations, support for APSU events, and engagement with the surrounding community.

C.2.5 Inclusive Service, Sustainability and Contract Stewardship (40 Points)

1. Inclusive Menu and Customer Access (16 Points). Describe dietary accommodations, allergen awareness, culturally diverse preferences, and accessible customer service.

2. Sustainability and Waste Reduction (8 Points). Describe packaging, recycling, food-waste reduction and other practical sustainability practices.

3. Reporting and Contract Stewardship (8 Points). Describe sales/performance reporting, periodic business reviews and quality monitoring.

4. Accessibility of Customer-Facing Technology (8 Points). Describe accessibility of any proposed website, mobile ordering, kiosk or other customer-facing technology and the process for resolving accessibility issues.

C.3. Diversity Expenditures

C.3.1 Reporting

The Institution is required to report to the Governor’s Office of Diversity Business Enterprise (GODBE) annual expenditures for businesses with the following classifications (see Attachment 6.1 for definitions of these classifications):

Small

Women

Service-Disabled Veterans

Persons with Disabilities

Minority:

a. African American

b. Hispanic American

c. Asian American

d. Native American

e. Other Minorities

The Proposer may be required, on a quarterly basis and if applicable, to provide subcontractor spend information, to each Institution, for the categories listed above to the Institutions listed in Attachment 6.10. For reporting purposes, contractors are permitted to only be classified in one of the above categories.

C.4. Additional Goods and/or Services

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

Proposer shall describe any related goods and/or services available from the proposer in addition to those required in this RFP. The additional related goods and/or services may be added to the contract before contract signing at the sole discretion of the Institution. Proposer must fully describe the related goods and/or services in its Technical Proposal Response. ***Costs associated with additional related goods and/or services must be provided in the Cost Proposal only and provided on a separate attachment from the base Cost Proposal items requested.***. Additional Goods and/or Services shall not be included in the evaluation. If Proposer is not quoting any additional goods and/or services, it must state this in its Technical Response.

C.5 Finalist Concept Presentation & Tasting

Proposers that submit responsive proposals and receive the highest preliminary technical scores may be designated as Finalists. Finalists will participate in a Concept Presentation & Tasting evaluated under the published criteria in Attachment 6.6, Section C.5. All Finalists will receive identical written instructions, time allotments, tasting requirements, and evaluation criteria.

The Finalist phase is intended to evaluate how effectively each Proposer can translate its written proposal into the customer experience proposed for the Ann Ross Bookstore. Finalists will present their concept, operational approach, and representative signature food and/or beverage items.

Evaluators shall score each Finalist against the published criteria and APSU's stated objectives. Personal preference for a particular cuisine, beverage type, brand, or concept shall not be used as an evaluation factor.

No pricing, revenue share, minimum guarantee, or other Cost Proposal information may be included in the Finalist Presentation or Tasting.

Finalist presentations and tastings are anticipated to be held in person at Austin Peay State University in Clarksville, Tennessee. Final location, sample quantities, food-safety requirements, and logistics will be provided identically to all Finalists and are subject to Procurement confirmation.

Proposers are strictly limited to the time allotted and the topics provided by the Institution. Points will be deducted if presentations exceed the allotted time or deviate from the presentation topics defined by the Institution.

Finalist presentations and tastings will follow the topics and time allotments stated in Attachment 6.6, Section C.5. The total scheduled presentation, tasting, and questions period is seventy-five (75) minutes, including the unscored five-minute welcome.

Evaluation of food and beverage samples shall focus on quality, preparation, consistency, presentation, concept alignment, and operational feasibility. Personal preference for cuisine type, flavor profile, or beverage category shall not be considered.

Topic	**Time Allotted**
Welcome and Introductions	5 minutes
Concept Presentation & Execution Present the proposed concept, customer experience, branding, menu strategy, and campus/community fit.	15 minutes
Operational Feasibility & Readiness Explain production, staffing, service flow, equipment, peak-period strategy, and opening readiness.	15 minutes
Menu Representation & Concept Alignment Explain how the proposed samples represent the menu, intended value positioning, and customer experience.	5 minutes
Representative Food & Beverage Tasting Provide representative signature food and/or beverage samples; evaluators score quality and execution.	20 minutes
Evaluation Committee Questions	15 minutes
Evaluator Reminder Score against published criteria and APSU objectives, not personal preference for a cuisine, beverage type, brand, or concept.	Not separately scored

Proposers have the opportunity to receive up to the points stated in Section 5 for its presentation.

NOTE: ANY MATERIALS THAT ARE PROVIDED TO THE EVALUATION COMMITTEE DURING THE PROPOSER PRESENTATION SHALL BECOME PART OF THE RFP FILE AND SHALL BE SUBJECT TO THE TENNESSEE OPEN RECORDS ACT.

NOTICE: A Technical Proposal and Presentation must not include any pricing or cost information. This includes references to items that are included "free" or "at no additional cost", etc. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the Technical Proposal, the Institution may deem the Response to be non-responsive and reject it.

D. Cost Proposal

D.1 Proposer Cost Proposal

D.1.1 Proposer shall complete the Financial / Revenue Proposal in Attachment 6.7. All financial terms must be included only in the Cost Proposal.

D.1.2 Financial / Revenue Proposal Components. Proposer shall provide the financial structure requested in Attachment 6.7, which may include a minimum annual guarantee/fixed payment, percentage of gross sales/revenue share, a hybrid structure, or another approved structure.

D.1.3 Proposer shall provide all requested financial / revenue components in Attachment 6.7, including any minimum guarantee or fixed payment, revenue-share percentage and definition of gross sales, hybrid structure, operator-funded capital contribution, or other approved financial consideration.

All financial terms and economic consideration must appear only in the Financial / Revenue Proposal. No financial terms may appear in the Technical Proposal or Finalist Presentation.

D.1.4 In its Cost/Revenue Proposal, Proposer shall indicate any cash discounts available for early payment. Institution solely reserves the right to determine payment method.

D.1.5 Any alternative financial structure or additional financial consideration proposed must be clearly identified in Attachment 6.6 or an attachment to the Cost Proposal and must not appear in the Technical Proposal.

D.2 Price Escalation

Requests for price increases for services proposed in response to this RFP may be requested by the Successful Proposer at the annual renewal period. It will be solely the Institution's right to choose either to accept the price increase or cancel the item from the Contract. The Institution requires sixty (60) day notice prior to the anniversary renewal date of the Contract for any requested price increases and any price increase notice must be accompanied with record/proof of manufacturing price increase. In no event shall the proposed price increase exceed the annual Consumer Price Index (CPI). Should the Institution feel that the price increase request makes this Contract no longer cost effective for the Institution, the Institution shall cancel the Contract and conduct another competitive process. In no event shall price increase be uploaded unless the above mentioned prior notice has been given and approved by the Institution.

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 Solicitation Coordinator will review the Proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Chief Procurement Officer must review the Proposal and attach a written determination. A determination that a proposal is non-responsive must be approved by the Chief Business Officer before notice may be sent out that the Proposal has been rejected. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each Proposal for compliance with all RFP requirements.

PROPOSER LEGAL ENTITY NAME:	
AUTHORIZED PROPOSER SIGNATURE & DATE:	

- The Proposal must be delivered to the Institution no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.
- The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., *et. seq.*).
- The Technical Proposal must NOT contain cost or pricing information of any type.
- The Technical Proposal must NOT contain any restrictions of the rights of the State/Institution or other qualification of the Proposal.
- A Proposer must NOT submit alternate Proposals.
- A Proposer must NOT submit multiple Proposals in different forms (as a prime and a sub-contractor).

Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.1.	Provide the Proposal Transmittal and Statement of Certifications and Assurances (RFP Attachment 6.4.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (*e.g.*, employment by the State of Tennessee or Institution) and, if so, the nature of that conflict. NOTE: Determination of conflict of interest shall be solely within the discretion of the Institution, and the Institution reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Proposer's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, on bank letterhead, signed, and dated within the past three (3) months.	

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

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B		
PROPOSER NAME:		
SECTION B — QUALIFICATIONS & EXPERIENCE		
The Proposer must respond to each item B.1–B.10 in sequence and identify the corresponding proposal page number. The Proposal Evaluation Team will independently evaluate and score each response against the criteria below.		
Proposal Page # (to be completed by Proposer)	**Qualifications & Experience Items**	**Possible Points**
	B.1 Business Organization and Contact Information. Describe the Proposer's legal form of business organization, ownership structure, legal business name, address, and primary proposal contact.	10
	B.2 Business Ownership and Organizational Changes. Identify any mergers, acquisitions, or sales of the Proposer's company within the past ten (10) years. If applicable, provide dates and relevant details.	10
	B.3 Criminal History Disclosure. State whether the Proposer or any principal, agent, independent contractor, or subcontractor has been convicted of, pleaded guilty to, or pleaded nolo contendere to any felony. If yes, provide relevant details.	10
	B.4 Pending Litigation. Identify any pending litigation against the Proposer. If applicable, provide relevant details and an opinion of counsel regarding potential impairment of contract performance.	10
	B.5 Bankruptcy or Insolvency Proceedings. State whether, within the past ten (10) years, the Proposer has filed or had filed against it any bankruptcy or insolvency proceeding, voluntarily or involuntarily, or had a receiver, trustee, or assignee appointed for the benefit of creditors. If yes, explain.	10
	B.6 SEC Investigations. Identify any pending or ongoing Securities and Exchange Commission investigations involving the Proposer. If applicable, provide relevant details and an opinion of counsel regarding potential impairment of contract performance.	10
	B.7 Relevant Experience, Qualifications and Operating History. Describe years in business, relevant credentials, and experience developing, managing, or operating comparable food and beverage concepts. Include examples such as cafés, specialty beverage concepts, quick-service foodservice, and operations within complementary retail, higher education, institutional, or community-serving environments. Explain how that experience supports the proposed APSU bookstore operation.	40

	B.8 Organizational Capacity, Management and Staffing. Describe organizational structure, current operating locations, staffing resources, and capacity to support the proposed bookstore operation. Identify key managers, responsibilities, qualifications, relevant experience, and how ongoing operational oversight and staffing support will be provided. Include an organizational chart and resumes for key personnel.	40
	B.9 Third-Party Operating Relationships. Identify any subcontractors, franchise partners, licensors, commissaries, production partners, or other third parties with a material operational role. Describe their qualifications, responsibilities, oversight, and how these arrangements support quality, accountability, and continuity. If none, explain how the Proposer will independently fulfill these functions.	20
	B.10 References and Past Performance. Provide references for comparable food and beverage operations, including organization, contact information, services provided, and relationship duration. Describe demonstrated service quality, customer satisfaction, operational reliability, and contract performance. Higher education experience is relevant but not required.	**40**
		Maximum Section B Score = 200

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C.1		
The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (with the associated item references). A Proposal Evaluation Team, made up of three or more Institution employees, will independently evaluate and score the proposal's response to each item.		
Technical Requirements		**Points Awarded**
C.1.1 **<u>Technical Mandatory Pass/Fail Requirements</u>** (Proposer shall validate in its response its understanding of these mandatory requirements and its ability to provide the required goods and/or services as well as describe in detail the sub-contractors it uses for these goods and/or services and how each process is conducted. Proposer shall validate in its Technical Response its ability to provide the following goods and/or services.		
	Pass/Fail	**Pass/Fail**
	Pass/Fail	**Pass/Fail**
	Pass/Fail	**Pass/Fail**
	Pass/Fail	**Pass/Fail**
	Pass/Fail	**Pass/Fail**

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C		
The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (with the associated item references). A Proposal Evaluation Team, made up of three or more Institution employees, will independently evaluate and score the proposal's response to each item.		
	C.2 Technical Scored Requirements (In the previous Mandatory pass/fail section (Section C.1) Proposers were asked to validate in its response its understanding of the mandatory requirements. In section C.2 Proposers are asked for descriptions of their goods /goods and/or services and will be scored based on those descriptions. Proposers to indicate in Attachment 6.6, Section C(2) page reference numbers of its Proposal to these requirements).	**Possible Points**
	C.2.1 Food & Beverage Concept and Campus/Community Fit — 3 questions (40/40/40)	120
	C.2.2 Management, Staffing, Operations, and Customer Experience — 4 questions (32/24/24/20)	100
	C.2.3 Facility, Equipment, Technology, and Investment Approach — 3 questions (32/16/32)	80
	C.2.4 Marketing, Engagement, and Value-Added Programs — 3 questions (10/10/40)	60
	C.2.5 Inclusive Service, Sustainability, and Contract Stewardship — 4 questions (16/8/8/8)	40

	C.3 <u>Diversity Reporting</u> Reporting The Institution is required to report to the Governor's Office of Diversity Business Enterprise (GODBE) annual expenditures for businesses with the following classifications (see Attachment 6.1 for definitions of these classifications): Small Women Service-Disabled Veterans Persons with Disabilities Minority: a. African American b. Hispanic American c. Asian American d. Native American e. Other Minorities The Proposer may be required, on a quarterly basis and if applicable, to provide subcontractor spend information to APSU, for the categories listed above.For reporting purposes, contractors are permitted to only be classified in one of the above categories.	**Pass/Fail**
Maximum Score Section C.2 =400; C.3 is reporting only and unscored.		

	C.4 Additional Goods and/or Services	**Pass/Fail**
	NOTICE: No cost or pricing information may be included in the Technical Proposal. Describe any related goods and/or services available in addition to those required by this RFP. Any associated financial terms must be provided only in the Financial / Revenue Proposal. Additional goods and/or services are not scored. If none are proposed, state that in the Technical Proposal.	

Maximum Score Section C.4 = 0

	C.5 Finalist Concept Presentation & Tasting	
	Responsive Proposers with the highest preliminary technical scores may be designated as Finalists. Each Finalist will receive identical written instructions, time allotments, tasting requirements and evaluation criteria. The Finalist phase evaluates how effectively the written proposal translates into the proposed customer experience. Evaluators shall score against the published criteria and APSU's stated objectives, not personal preference for a cuisine, beverage type, brand or concept. No pricing, revenue share, minimum guarantee or other Financial / Revenue Proposal information may be presented. Finalist selection and logistics are subject to Procurement confirmation.	

Proposer Finalist Presentation — SECTION C.5		
Proposer Name		
Finalists will participate in an in-person Concept Presentation & Tasting at Austin Peay State University in Clarksville, Tennessee, unless Procurement approves another format. All Finalists will receive the same written instructions, time limits, sample requirements and scoring criteria. Samples must be representative of the proposed concept and menu. Evaluators shall score execution against the published criteria and APSU objectives; personal preference for a cuisine, beverage type, brand or concept is not an evaluation factor. No pricing or other Financial / Revenue Proposal information may be presented. Final logistics, sample quantities, food-safety requirements and number of Finalists are subject to Procurement confirmation.		
Time Allotted	**Topic**	**Possible Points**
5 minutes	Welcome and Introductions (not scored)	Not scored
15 minutes	Concept Presentation and Campus/Community Fit: Concept, branding, customer experience, bookstore integration, menu approach and fit for APSU and Clarksville.	30
15 minutes	Operational Feasibility and Readiness: Production, staffing, training, equipment, service flow, peak demand, food safety and opening readiness.	35
5 minutes	Menu Representation and Concept Alignment: Explain how representative samples reflect the proposed menu and customer experience.	15
20 minutes	Representative Food & Beverage Tasting: Quality and flavor (20); freshness, temperature and preparation (15); presentation and appearance (10); consistency across samples (5).	50
15 minutes	Evaluation Committee Questions: Substantive, clear responses about the proposed concept and operation.	20
	Evaluator instruction: Apply the published criteria consistently. Do not award or deduct points because an evaluator personally likes or dislikes a cuisine, beverage category, brand or concept. Evaluate quality, execution, feasibility and alignment with APSU's objectives.	
Total Finalist Presentation & Tasting Points Maximum Score = 150		

ATTACHMENT 6.7

COST PROPOSAL & SCORING GUIDE						
NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as shown.						
PROPOSER NAME:						
SIGNATURE & DATE:						
NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer company president, evidence SHALL be attached showing the Signatory's authority to bind the Proposer.						
FINANCIAL / REVENUE PROPOSAL SCHEDULE **Complete separately from the Technical Proposal. No financial terms may appear in the Technical Proposal. APSU anticipates evaluating the total economic value and sustainability of the proposed arrangement over the contract term.**						
Description		**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Annual guaranteed payment / minimum guarantee to APSU, if proposed.						
Percentage payable to APSU and definition of gross sales / revenue share.						
Other proposed financial structure, operator-funded capital contribution, or hybrid consideration. Attach explanation if necessary.	Describe any alternative or hybrid financial structure. Attach explanation if necessary.					

Evaluation Cost Amount: *(sum of all weighted cost amounts above)*		
Revenue Amount Being Evaluated _____ **Highest Revenue Amount from ALL Proposers**	**X 250**	— This formula is how the cost will be weighed for scoring by the RFP Coordinator

ATTACHMENT 6.8

REFERENCE QUESTIONNAIRE

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

The Proposer will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.6., Technical Response & Evaluation Guide, Section B, Item B.10.), and for enclosing the sealed reference envelopes within the Proposer's Technical Response.

RFP # 27-002 REFERENCE QUESTIONNAIRE

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

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

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

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

---

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

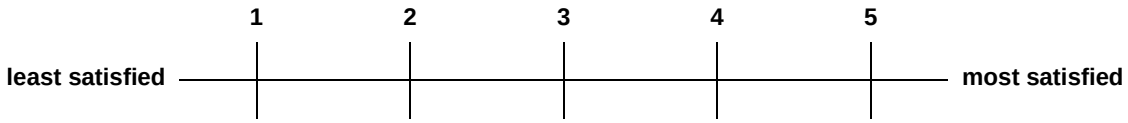
(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

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

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

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



RFP # 27-002 REFERENCE QUESTIONNAIRE — PAGE 2

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

(5) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(6) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

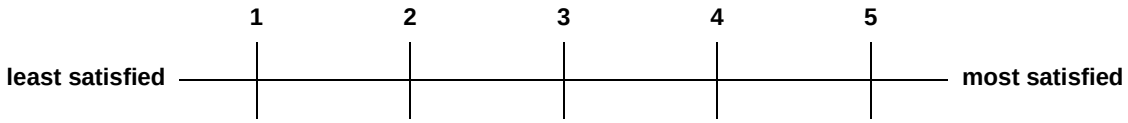
(7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?

(8) In what areas of goods or service delivery does/did the reference subject excel?

(9) **In what areas of goods or service delivery does/did the reference subject fall short?**

(10) **What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?**

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

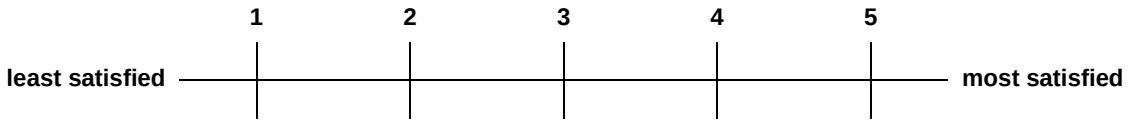


What, if any, comments do you have regarding the score selected above?

RFP # 27-002 REFERENCE QUESTIONNAIRE — PAGE 3

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

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

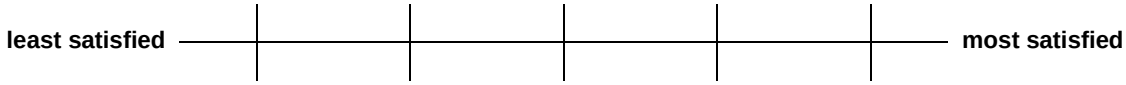


What, if any, comments do you have regarding the score selected above?

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

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

1 2 3 4 5



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

REFERENCE SIGNATURE:
(by the individual completing this request for reference information)

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

Sample Protest Bond

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

KNOW ALL BY THESE PRESENTS:

That we,

_____

(Name of Protestor)

_____

(Address of Protestor)

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

_____

(Name of Surety)

_____

(Address of Surety)

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

$_____

(Dollar Amount of Bond)

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

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

WHEREAS, the Obligee has issued a Request for Proposal bearing the RFP Number: **27-002**

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

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

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

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

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

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

> A request for consideration, protest, pleading, motion, or other document is signed by an attorney or the Protestor, before or after appeal to the Chancellor, in violation of Tennessee Code Annotated, § 12-4-109(a)(1)(E)(ii);
>
> the Protestor has brought or pursued the protest in bad faith; or
>
> the Protestor's notice of protest does not state on its face a valid basis for protest.

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

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

On this _____ day of_____ _____in the year_____

WITNESS:

_____

(Name of Protestor)

_____

(Authorized Signature of Protestor)

_____

(Name and Title of Signatory)

_____

(Name of Surety)

_____

(Signature of Attorney-in-Fact)

_____

(Name of Attorney-in-Fact)

_____

(Tennessee License Number of Surety

Request for Vendor Registration

All Proposers are encouraged to complete the institution vendor registration process with the Institution and become a registered vendors. Although vendor registration with the Institution is not required to submit a bid, a resulting contract and/or PO from this RFQ process cannot be finalized without the successful Proposer being registered with the institution.

In addition to the above, the Institution will work with Proposers and the Governor's Office of Diversity Business Enterprise (Go-DBE) to allow Proposers to obtain official state certification. For information regarding staff of the Governor's Office of Diversity Business Enterprise available to assist minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses, as well as general, public information relating to this RFP, visit: **https://www.apsu.edu/procurement/vendors/go-dbe.php**

For assistance with this process, Proposers can contact appurchasing@apsu.edu.

Click on URL link below to register your company in as a vendor in our system.

https://www.apsu.edu/procurement/vendors/

Is Parent company located outside of the United States: Yes_____ No _____

If Yes, what country is the Parent company located: _____

Vendor Product Accessibility Statement and Documentation

Purpose of Accessibility Statement

An effective Accessibility Statement includes several key components including:

- A clear statement of commitment to ensuring equal access for all users
- Required written documentation on the level of conformance with THEC/APSU accessibility standards
- Information for users with disabilities regarding product/service accessibility features and gaps
- A mechanism to allows users to provide accessibility feedback
- Links to resources (internal or external) that provide additional or related information

Key Components

Commitment Statement

- Emphasize commitment to ensuring the accessibility of the product/service.
- Note any ongoing efforts to monitor for and remediate accessibility issues as they are identified.

Required Documentation

1. Provide written documentation on
    a. how the product/service meets the THEC/APSU accessibility standards,
        i. WCAG 2.0 A&AA Guidelines/ISO/IEC 40500:2012
        ii. 508 Voluntary Product Accessibility Template (VPAT)
        iii. And EPUB3 Accessibility Guidelines (if applicable)
    b. any available accessibility testing results
        i. List any third-party agencies with whom you have worked to evaluate accessibility support
        ii. Describe any formal testing process you use to determine accessibility support
        iii. Indicate if you conduct user testing with persons with disabilities to verify accessibility support
    c. and include the Conformance and Remediation Form when standards conformance is not fully achieved to demonstrate vendor's planned roadmap to full conformance.
2. Provide links to any other internal accessibility documentation (e.g., accessibility information within general product documentation, FAQs, best practices, tutorials, case studies, or white papers).
    a. Note any other best practices or guidelines utilized during design and development (if applicable).

Product Usage Information for Users with Disabilities

- Describe any product features that may improve accessibility for users with disabilities including:
    - Accessibility-specific features (e.g. the ability to adjust font size and color/contrast settings for text or the availability of closed captions for videos)
    - General product features that may especially benefit users with disabilities (e.g. an 'HTML 5' mode optimized for mobile platforms that also improves keyboard-only navigation).

- Describe any high-impact product accessibility gaps along with suggested interim workarounds that allow users to complete key tasks until the gaps are resolved. For example, if a technical support website isn't compatible with screen readers used by the blind, appropriate interim workarounds might include:
    - Alternative business processes that bypass the accessibility barrier (e.g. providing phone-based support until the web-based support site is accessible)
    - Use of a third-party product to replace or supplement inaccessible product functions (e.g. indicating that users may submit or check the status of technical support tickets via email).
- Describe accessibility features provided by your communication channels (e.g. a deaf or hard-of-hearing user may contact you via a TTY line or access support personnel familiar with telephone relay services).

Feedback Mechanism

- Indicate whether you have specific resources devoted to handling accessibility questions/concerns and provide the contact information for these resources.
- Provide a specific mechanism for users to contact in order to:
    - Request accessibility-related assistance
    - Report accessibility problems
    - Request information in accessible alternate formats

Implementation Recommendations

Ensure that the Accessibility Statement is Easily Located on Company Website.

- Provide a hyperlink that points to the Accessibility Statement and meets the following criteria:
    - Descriptive (e.g. 'Accessibility' or 'Disability Access')
    - Prominently positioned (e.g. on the landing page, help/support page, and/or site map)
    - Easily identified (e.g. adequate text size and color/contrast, not the last link in a complex page)

Keep the Information in the Accessibility Statement and Documentation Current.

- Since accessibility support changes over time due to product updates, accessibility evaluations, and remediation activities, regularly review and update the Accessibility Statement so it remains up-to-date.
- Include a revision date for the Accessibility Statement so end users know whether the information is current.

Direct any questions or comments to the institutional Accessibility Liaison (harrisj@apsu.edu).

Accessibility Conformance and Remediation Form

Instructions

This form serves as means for auditors and vendors to document accessibility gaps associated with AIMT goods and to indicate plans for addressing these gaps in the future.

We ask that you complete the **form** provided on the next page as follows:

1. **Product/Vendor Information:** Provide the information requested
2. **Issue Description:** List each major accessibility issue for the product Including the following:
    - Gaps identified from the Accessibility Standards and Voluntary Product Accessibility Template (VPAT)
    - Gaps identified in other product support documentation
    - Gaps identified by a third-party accessibility evaluation report (if available)
3. **Current Status:** Enter one of the following values:
    - Open: The issue has not yet been resolved
    - Closed: The issue has already been resolved
    - I/P: The issue is currently under investigation
    - Other
4. **Disposition:** Enter one of the following values:
    - Planned: The issue will be resolved
    - Deferred: The issue will not be resolved
    - I/P: The issue is currently under investigation
    - Other
5. **Remediation Timeline:** Enter when you anticipate that the issue will be resolved
6. **Available Workarounds (for vendor only)**: Describe the business processes vendor will offer or third-party goods that should be considered to work around the issue until full remediation
7. **Comments (optional)**: Provide details/description regarding the issue
8. **Additional Information (optional)**: Provide any additional discussion regarding accessibility plans

Vendor/Product Information

Vendor Name	
Product Name	
Product Version	
Completion Date	
Contact Name/Title	
Contact Email/Phone	

Specific Issues

Issue Description	Current Status (Open, Closed, I/P)	Disposition (Planned, Deferred, I/P)	Remediation Timeline	Available Workarounds	Comments
Images on the landing page lack equivalent alternate text	Open	Planned	Q3, 2015 release (v1.2)		Functional images will receive descriptive alternate text; decorative images will receive null alternate text.

Additional Information:

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

Exception 1.	
APSU Pro Forma Contract Section	
Proposers Response:	

Exception 2.	
APSU Pro Forma Contract Section	
Proposers Response:	

Exception 3.	
APSU Pro Forma Contract Section	
Proposers Response:	

Exception 4.	
APSU Pro Forma Contract Section	
Proposers Response:	

Exception 5.	
APSU Pro Forma Contract Section	
Proposers Response:	

Exception 6.	
APSU Pro Forma Contract Section	
Proposers Response:	

Exception 7.	
APSU Pro Forma Contract Section	
Proposers Response:	

ATTACHMENT 6.14

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

1. Attachment 6.6 – Mandatory Requirements: MUST BE PROVIDED IN FORMAT REQUESTED STATED BY EACH REQUIREMENT:

___ Signed and dated "Proposal Transmittal and Statement of Certifications and Assurances" form (Attachment 6.6 / §A.1)

___ Statement regarding Conflict of Interest (Attachment 6.6 / §A.2)

___ Bank Reference (Attachment 6.6 / §A.3)

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

Positive Credit Verification (Attachment 6.6 / §A.4):

___ Two (2) positive credit references

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

AND Provide EITHER (Attachment 6.6 / §A.5):

___ Official document or letter from accredited credit bureau within last three (3) months. (Not Acceptable: Marketing materials which state credit rating.)

OR

___ Dun & Bradstreet Credit eValuator Plus Report, verified and dated within last three (3) months

___ Completed Minority/Ethnicity Form (Attachment 6.6 / §A.6)

___ Current Certificate of Insurance with RFP (Attachment 6.6 / §A.7)

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

2. Submission of Proposal

___ On-Time Submittal (§§1.9, 2)

- Deadline is specified in Section 2 – Schedule of Events- submit both the Technical Proposal and Cost Proposal separately sealed ((§3.1)
- Late Proposals will be IMMEDIATELY DISQUALIFIED

___ **NO Cost Data** of **ANY** type (required cost or optional cost) in Technical Proposal (§§3.21, 3.3)

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

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

___ Correct Format (§3):

___ One (1) Original Technical Proposal (§3.1.2)

___ One (1) Electronic Technical and Cost Proposal (§3.1.2)

___ One (1) Original Cost Proposal (§3.1.2)

___ Signatures on Costs and Technical Proposals (§3.2.7)

3. Pro Forma Agreement

___ Review any "Comments" to the Pro Forma Agreement (Attachment 6.13)

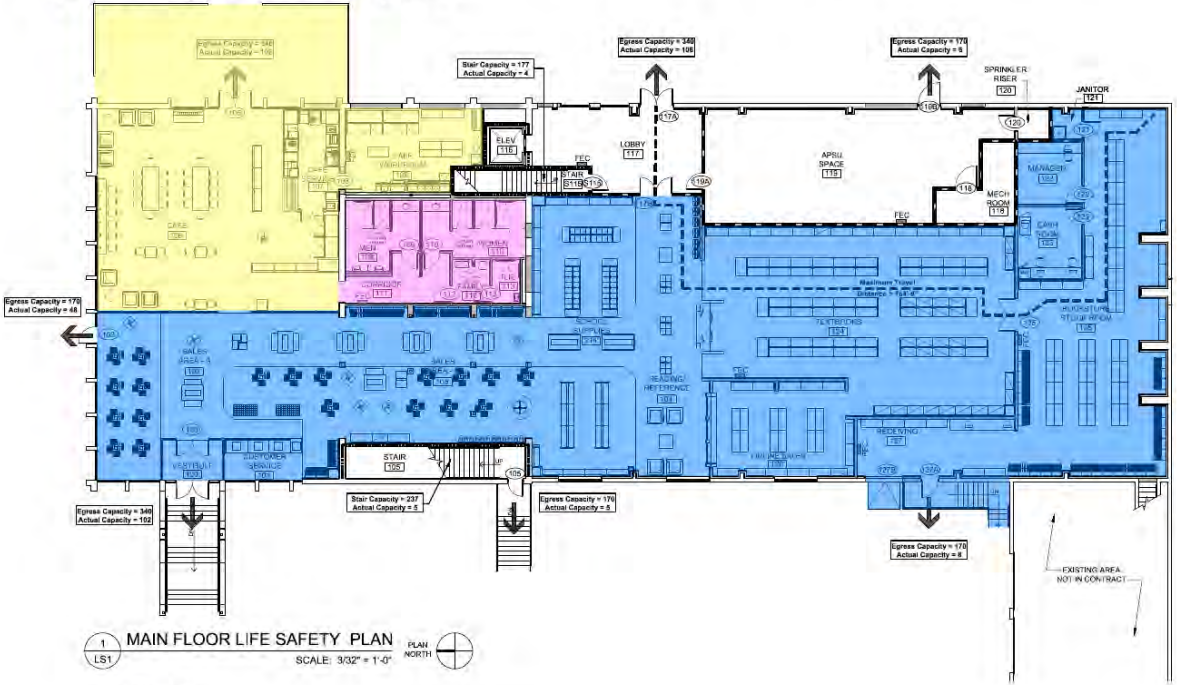
* **This checklist does not represent either a complete list of, or replacement for, the mandatory requirements listed in the RFP. This checklist is ONLY A TOOL meant to assist in the prevention of disqualification.**

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

EXHIBIT A | ANN ROSS BOOKSTORE VENDOR AREAS

Source: VendorAreas_AnnRossBookstore_2026-10-09.pdf (APSU-provided plan, dated October 9, 2026). Café-exclusive, bookstore-exclusive, and shared restroom areas are identified in the original legend.

Full Floor Plan of the Ann R. Ross Bookstore at Austin Peay State University, Clarksville, TN.



Legend

- Cafe Exclusive Area
- Bookstore Exclusive Area
- Restrooms will be a shared space for both contractors and their customers.

Note: The concept is to just have one vendor managing and operating the cafe and the other the bookstore, keeping the space open and inviting.

EXHIBIT B | EXISTING EQUIPMENT & FACILITY INFORMATION

Information contained in Exhibit B is provided as a convenience and is not guaranteed. Proposers shall independently verify equipment condition, capacity, and functionality.

Reserved for an APSU-verified inventory of existing University-owned furniture, fixtures, and equipment and available facility technical information. Equipment information is believed to be accurate but is provided for informational purposes only. Proposers shall independently verify equipment condition, capacity, and suitability. No equipment quantities, specifications, utility capacities, or modification permissions are represented as confirmed at this stage.

Foodservice Equipment

Equipment	Model	SN
Milk Cooler	Hoshizaki 27 in Under Counter Commercial Refrigerator	UR27A-LP
Expresso Machine	Melitta Cafina CT8	CT8-2G-0-WA-SC-0 S0119
Display Case	Structural Concepts Harmony 75 in Refrigerated Dual Service Case	HMBC6
Freezer	True Refrigeration Commercial 3-Door Reach-in Freezer	T-72F-HC
Freezer 3 Door Reach In	True Refrigeration Commercial 3-Door Reach-in fridge	T-72-HC
Ice Machine	Hoshizaki 30 Inch Modular Ice Storage Bin With 500lb ice storage Capacity	B-500PF
Oven	Turbo Sota Chef Oven	532 Sotam
Dishwasher	Hobart LXE	LXEH-2
Coffee Brewer x2	Fetco Coffee Brewer	CBS-2152-XTS

Additional site information for verification: electrical service and available circuits; plumbing and drainage; ventilation and hood limitations; refrigeration and water connections; data/network and point-of-sale requirements; access to existing equipment; and any proposed modifications requiring APSU approval.

Site visit: Proposers should inspect the facility and submit questions through the Solicitation Coordinator. APSU may issue verified technical details by written RFP amendment or official question-and-answer response, subject to Procurement approval.