



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

REQUEST FOR PROPOSALS # 40100-04815
AMENDMENT # TEN
LOGO SIGN PROGRAM

DATE: October 23, 2015

RFP # 40100-04815 IS AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		April 16, 2015 – CONFIRMED
2. Disability Accommodation Request Deadline	2:00 p.m.	April 21, 2015 – CONFIRMED
3. Pre-response Conference	11:00 a.m.	April 22, 2015 - CONFIRMED
4. Notice of Intent to Respond Deadline	2:00 p.m.	April 24, 2015 - CONFIRMED
5. Written "Questions & Comments" Deadline	2:00 p.m.	April 29, 2015 - CONFIRMED
6. State Response to Written "Questions & Comments"		October 16, 2015- CONFIRMED
7. Additional Written "Questions & Comments" Deadline	12:00 p.m.	October 27, 2015
8. State's Response to Additional Written "Questions & Comments"		October 29, 2015
9. Response Deadline	2:00 p.m.	November 5, 2015
10. State Completion of Technical Response Evaluations		November 25, 2015
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	November 30, 2015
12. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	December 9, 2015
13. End of Open File Period		December 16, 2015
14. State sends contract to Contractor for signature		December 17, 2015
15. Contractor Signature Deadline	2:00 p.m.	December 29, 2015
16. Performance Bond Deadline	4:30 p.m.	December 30, 2015

2. State responses to questions and comments in the table below amend and clarify this RFP.

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

QUESTION / COMMENT	STATE RESPONSE
<p>1 In Amendment #NINE, the Contractor's percentage markup on printing/production charges is limited to twenty-five percent (25%). Additionally, the Contractor's percentage markup to install logo signs for changes initiated by the customer is limited to twenty-five percent (25%).</p> <p>By doing this, the Department has rightly ensured protection of the customer from excessive production or installation fees.</p> <p>On page 55 of the revised contract included in Amendment #NINE, gross revenue is defined to include:</p> <p>"(2) Total logo sign printing/production charges, including Contractor's markup, paid by participating businesses for logo signs and/or trailblazer signs, with subtotals for each participating business per logo sign location, per direction.</p> <p>(3) Total installation costs, with Contractor's markup, paid by participating businesses for covering or maintenance of logo signs and for the installation of logo signs and/or trailblazer signs replaced at a participating business's request, with subtotals for each participating business per logo sign location, per direction."</p> <p>By including printing/production and installation charges in the definition of gross revenue, if the Contractor proposes a return to the Department of a higher percentage than the allowed twenty-five percent (25%) markup, the Contractor will actually lose money on these transactions that are meant to be a service to the customer. We do not believe this was the</p>	<p>The Department does not intend to include the logo sign/trailblazer sign printing/production charges and installation costs as part of the definition of gross revenue. The Department does intend to include the Contractor's markup for these items as part of the definition of gross revenue.</p> <p>To clarify this position, RFP Attachment 6.6, Pro Forma Contract, Section A.5.v.(6) is deleted in its entirety and replaced with the following:</p> <p>(6) Sum total of all gross revenue received by the Contractor from the operation of the Logo Sign Program (i.e., the sum total of the aforesaid (1)-(4) but excluding logo sign/trailblazer sign printing/production charges under the aforesaid (2), logo sign/trailblazer sign installation costs under the aforesaid (3), and insurance proceeds under the aforesaid (5)).</p> <p>Also, to clarify this position, RFP Attachment 6.6, Pro Forma Contract, Section C.5. is deleted in its entirety and replaced with the following:</p> <p>C.5. Contractor shall pay the State the aforesaid % share of gross revenue earned within ten (10) days of the end of the quarter (i.e., end of quarter being March 31, June 30, September 30, and December 31 of each year). Gross revenue includes all revenues received by the Contractor from the operation of the Logo Sign Program, as detailed in Section A.5.v. above, but excluding logo sign/trailblazer sign printing/production charges, logo sign/trailblazer sign installation costs, and insurance proceeds.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>Department's intention.</p> <p>Since the markup for printing/production and installation has been capped, would consideration be given to either removing these two (2) items from the defined gross revenue or only including the markup portion in the defined gross revenue calculation?</p>	

3. **Delete RFP # 40100-04815, in its entirety, and replace it with RFP # 40100-04815, Release # 11, attached to this amendment.** Revisions of the original RFP document are emphasized within the new release. Any sentence or paragraph containing revised or new text is highlighted.
4. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

**REQUEST FOR PROPOSALS
FOR
LOGO SIGN PROGRAM**

RFP # 40100-04815

RELEASE #11

RFP CONTENTS

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- 4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS**
- 5. EVALUATION & CONTRACT AWARD**

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- 6.1. Response Statement of Certifications & Assurances**
- 6.2. Technical Response & Evaluation Guide**
- 6.3. Cost Proposal & Scoring Guide**
- 6.4. Reference Questionnaire**
- 6.5. Score Summary Matrix**
- 6.6. *Pro Forma* Contract**

1. INTRODUCTION

The State of Tennessee, Department of Transportation, hereinafter referred to as “the State,” has issued this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

1.1. Statement of Procurement Purpose

The marketing, management and maintenance of the Department of Transportation Logo Sign Program.

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

The RFP Attachment 6.6., *Pro Forma* Contract details the State’s requirements:

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

The *pro forma* contract substantially represents the contract document that the successful Respondent must sign.

1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. RFP Communications

1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 40100-04815

1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

1.4.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Victoria Hassinger
 Department of Transportation
 Suite 300 James K. Polk Bldg.
 505 Deaderick Street

Nashville, TN 37243
 Phone # (615) 532-3508
 Email Address: Victoria.hassinger@tn.gov

- 1.4.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:
- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small businesses as well as general, public information relating to this RFP (visit www.tn.gov/businessopp/ for contact information); and
 - b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Helen Crowley
 Department of General Services
 Central Procurement Office
 William R. Snodgrass TN Tower – 3rd Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243
 Telephone (615) 741-3836
 Helen.Crowley@tn.gov
- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: http://tn.gov/generalserv/cpo/sourcing_sub/rfp.shtml.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the

Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.5. **Assistance to Respondents With a Handicap or Disability**

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

1.6. **Respondent Required Review & Waiver of Objections**

- 1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. **Pre-Response Conference**

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is not mandatory, and prospective Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

Department of Transportation
Suite 1800, James K. Polk Bldg.,
505 Deaderick Street
Nashville, TN 37243

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.8 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. **Notice of Intent to Respond**

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate)
- a contact person's name and title

- the contact person's mailing address, telephone number, facsimile number, and e-mail address

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.9. Response Deadline

A Respondent must ensure that the State receives a response no later than the response Deadline time and date detailed in the RFP Section 2, Schedule of Events. A response must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

1.10 Performance Bond

The State shall require a performance bond upon approval of a contract pursuant to this RFP. The amount of the performance bond shall be a sum equal to One Million dollars and no cents (\$1,000,000.00), and said amount shall not be reduced at any time during the period of the contract.

The successful Respondent must obtain the required performance bond in form and substance acceptable to the State (refer to RFP Attachment 6.6., *Pro Forma* Contract, Attachment Two, Model Performance Bond) and provide it to the State no later than the performance bond deadline detailed in the RFP Section 2, Schedule of Events.

After contract award, the successful Respondent must meet this performance bond requirement by providing the State either:

- a performance bond that covers the entire Contract period including all options to extend the Contract, or
- a performance bond for the first, twelve (12) calendar months of the Contract in the amount detailed above, and, thereafter, a new or re-issued performance bond in the amount detailed above covering each subsequent twelve (12) calendar month period of the Contract. (In which case, the Contractor must provide the new (or re-issued) performance bonds to the State no later than thirty (30) days preceding each subsequent period of the Contract to be covered by the new (or re-issued) bond.)

The successful Respondent must make all necessary arrangements for the performance bond prior to the Contract start date and prior to any subsequent performance bond deadlines in the case of an annual performance bond. The Respondent is responsible for securing the services of any fidelity or guaranty underwriter.

The performance bond requirement set forth above is a material condition for the award of a contract or any renewal or extension of any contract that is awarded. The Respondent's/Contractor's failure to provide to the State a performance bond as required by RFP Section 2, Schedule of Events, shall entitle the State to exercise any and all rights it has in law or in equity. During the term of the Contract, the Respondent's/Contractor's failure to periodically provide to the State a new or re-issued performance bond, no later than thirty (30) days preceding each period of the Contract to be covered by the new or re-issued performance bond, shall entitle the State to exercise any and all rights it has in law or in equity.

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		April 16, 2015 – CONFIRMED
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2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.8).

3. RESPONSE REQUIREMENTS

3.1. Response Form

A response to this RFP must consist of two parts, a Technical Response and a Cost Proposal.

- 3.1.1. **Technical Response.** RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical response must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical response, the state may deem the response to be non-responsive and reject it.

- 3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Response should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a response to be non-responsive and reject it if:
- a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
 - b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a Respondent fails to submit a cost proposal exactly as required, the State may deem the response to be non-responsive and reject it.

- 3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.
- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.

- 3.1.2.3. A Respondent must sign and date the Cost Proposal.
- 3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Response Delivery

3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP.

3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.

3.2.2.1. One (1) original Technical Response paper document labeled:

“RFP # 40100-04815 TECHNICAL RESPONSE ORIGINAL”

and FIVE (5) digital copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

“RFP # 40100-04815 TECHNICAL RESPONSE COPY”

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response document and any digital copies may result in the State rejecting the proposal as non-responsive.

3.2.2.2. One (1) original Cost Proposal paper document labeled:

“RFP # 40100-04815 COST PROPOSAL ORIGINAL”

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

“RFP # 40100-04815 COST PROPOSAL COPY”

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

3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

3.2.3.1. The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 40100-04815 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”

3.2.3.2. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 40100-04815 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

- 3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

“RFP # 40100-04815 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

- 3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Victoria Hassinger
 Department of Transportation
 Suite 300 James K. Polk Bldg.
 505 Deaderick Street
 Nashville, TN 37243
 Email Address: Victoria.hassinger@tn.gov

3.3. Response & Respondent Prohibitions

- 3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.
- 3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.
- 3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.
- 3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).

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

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

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

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

3.4. **Response Errors & Revisions**

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. **Response Withdrawal**

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

3.6. **Additional Services**

If a response offers goods or services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

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

3.7. **Response Preparation Costs**

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

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.8). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

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

4.3. State Right of Rejection

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses.

4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

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

4.4.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

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

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

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

4.5. Right to Refuse Personnel or Subcontractors

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

4.6. **Insurance**

From time-to-time, the State may require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

4.7. **Professional Licensure and Department of Revenue Registration**

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.
- 4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

4.8. **Disclosure of Response Contents**

- 4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after technical responses are opened.
- 4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.9. **Contract Approval and Contract Payments**

- 4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.
- 4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.

- 4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.
- 4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract start date or after the Contract end date.
- 4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma Contract*, Section C).
- 4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

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

4.11. **Contract Amendment**

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

4.12. **Severability**

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

4.13. **Next Ranked Respondent**

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

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

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

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	15
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	20
Cost Proposal (refer to RFP Attachment 6.3.)	65

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

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

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

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

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

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.

5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.

5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not to meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

5.2.3. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. Contract Award Process

5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.

5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.

5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

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

5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.

5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

- 5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

RFP # 40100-04815 STATEMENT OF CERTIFICATIONS AND ASSURANCES

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

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

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract for the total contract period.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Respondent will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

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

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

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

**RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER
(or SSN):**

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a sub-contractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any	

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		award.	
	A.3.	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	A.6.	Provide a statement confirming that, if awarded a contract pursuant to this RFP, the Respondent shall deliver a Performance Bond to the State in accordance with the requirements of this RFP. The statement must be signed by an individual with legal authority to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it.	
	A.7.	<p>Provide a Certificate of Existence from the Tennessee Secretary of State evidencing that Respondent is a Tennessee-based business enterprise as required by Tenn. Code Ann. § 54-5-1105. Per the Rules of the Tennessee Department of Transportation, Chapter 1680-03-03 – Specific Service Signs (Logo Sign Program) (currently posted online at: http://share.tn.gov/sos/rules/1680/1680-03/1680-03-03.20141029.pdf), a "Tennessee-Based Business Enterprise" means a person or entity that has an office in the State of Tennessee.</p> <p>Or, if the Respondent is not legally required to register with the Tennessee Secretary of State (i.e., the Respondent is not a corporation, limited liability company, limited partnership, or limited liability partnership), provide evidence that Respondent is a Tennessee-based business enterprise as required by Tenn. Code Ann. § 54-5-1105 and as defined in the Rules of the Tennessee Department of Transportation, Chapter 1680-03-03 – Specific Service Signs (Logo Sign Program).</p>	
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

RFP ATTACHMENT 6.2. — SECTION B (continued)

RFP ATTACHMENT 6.2. — SECTION B

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>by the following:</p> <p>(a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable.</p> <p>(b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information:</p> <p>(i) contract description and total value;</p> <p>(ii) contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, gender, Tennessee service-disabled);</p> <p>(iii) contractor contact name and telephone number.</p> <p>(c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information:</p> <p>(i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS);</p> <p>(ii) anticipated goods or services contract descriptions;</p> <p>(iii) names and ownership characteristics (<i>i.e.</i>, ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors.</p> <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.</p>
	B.16.	Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <ul style="list-style-type: none"> (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract period; and (e) the contract number. <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	<p>Provide customer references from individuals (who are <u>not</u> current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> ▪ two (2) of the larger accounts currently serviced by the Respondent, <u>and</u> ▪ three (3) completed projects. <p>All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which <u>must</u> be used and completed as required, is detailed at RFP Attachment 6.4. References that are not completed as required will be considered non-responsive and will not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining the fully completed reference questionnaires, and for including them within the Respondent's sealed Technical Response. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below.</p> <ul style="list-style-type: none"> (a) Customize the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Respondent's name, and make duplicates for completion by references. (b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope. (c) Instruct the person that will provide a reference for the Respondent to: <ul style="list-style-type: none"> (i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using a duplicate of the document); (ii) sign <u>and</u> 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 containing the completed reference

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>questionnaire directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).</p> <p>(d) <u>Do NOT</u> open the sealed references upon receipt.</p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ The State 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 State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under <u>no</u> obligation to clarify any reference information.
	B.18.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <p>has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>
	B.19.	<p>The firm should identify the principal supervisory and management staff that could reasonably be expected to have oversight of a future contract. Names, qualifications and experience of said supervisory and management staff should be provided, including any sub-consultants realizing that they may be subject to change in the future.</p>
	B.20.	<p>Simplified resumes, no more than two pages in length for each person that will be working on the plan or study, may be included as an appendix.</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.21.	Provide a statement demonstrating expertise in managing and administering complex transportation projects (e.g., ability to produce progress status reports, ability to track billable hours, produce invoices, etc.).
<p align="center">SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): <i>(maximum possible score = 15</i></p>		
<p><i>State Use – Evaluator Identification:</i></p>		

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

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

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the Logo Sign program requirements and overall objectives.		5	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services.		5	
	C.3.	Provide a narrative that illustrates the Respondent's experience with construction of highway signs and understanding of state highway sign material specifications and relevant state and federal sign regulations.		7	
	C.4.	Provide a narrative that illustrates the Respondents ability and experience in managing a statewide logo sign program - describe sales goals, number of sales people.		6	
	C.5.	Provide an example of a marketing strategy that illustrates the Respondent's ability to develop an orderly process to initiate contact with all existing and potential logo sign users with an emphasis on managing customer concerns with fees and fee increase.		8	
	C.6.	Provide two (2) example plans that illustrates how the Respondent will propose changes to the State for approval of new Logo sign installations for urban interchanges. The plans should show all needed new sign locations and any possible relocation of current signs along with all material quantities and specifications . Example 1: I-40		9	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		exit 199 interchange in Davidson County. Example 2: I-640 Knoxville exit 8 interchanges east and west that serve Mall Road North and South. Actual businesses should not be contacted and respondent should make assumptions as to the eligibility of each businesses based on current Logo sign regulations and state each assumption. Cost will be based on current random on-call pricing using Contract CNN144.			
	C.7.	Provide a narrative that describes all equipment owned or available to the Respondent for use in sign installations.		4	
	C.8.	Provide a narrative that illustrates the Respondent's experience and understanding of highway sign design and construction and related State specifications.		10	
	C.9.	Provide a narrative that illustrates the Respondents experience and ability to maintain a web site as described in the scope of service.		5	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>				Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>	
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum Possible Raw Weighted Score}}$ <i>(i.e., 5 x the sum of item weights above)</i>			X 20 <i>(maximum possible score)</i>		= SCORE:
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

NOTICE: The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent.

Notwithstanding the cost items herein, pursuant to the second paragraph of the *Pro Forma* Contract section C. (refer to RFP Attachment 6.6.), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the Respondent.

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
% Share of Gross revenue to State	% /share of gross revenue earned to be paid to the State	1	
EVALUATION COST AMOUNT (sum of evaluation costs above): The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
$\frac{\text{Evaluation Cost amount being evaluated}}{\text{highest Evaluation Cost amount from all proposals}} \times 65$		(maximum section score)	= SCORE:
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

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 Respondent.

The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Response.

RFP # 40100-04815 REFERENCE QUESTIONNAIRE**REFERENCE SUBJECT:** RESPONDENT NAME (completed by Respondent before reference is requested)

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

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

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- 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.

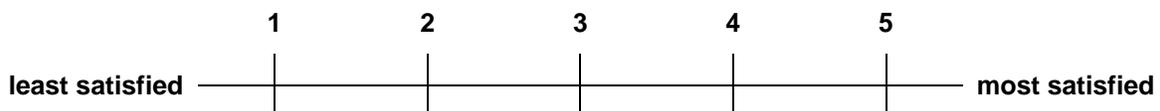
	1	2	3	4	5	
least satisfied						most satisfied

RFP # 40100-04815 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.

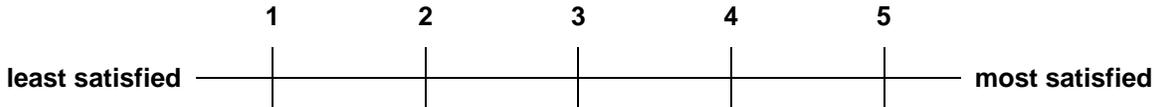


What, if any, comments do you have regarding the score selected above?

RFP # 40100-04815 REFERENCE QUESTIONNAIRE — PAGE 3

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

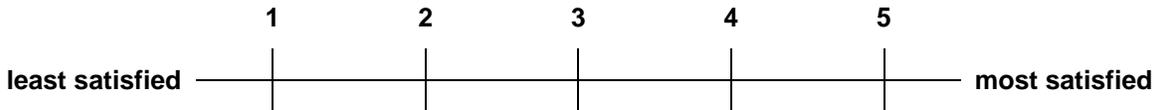
Please respond by circling the appropriate number on the scale below.



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

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

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



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

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

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

DATE:

SCORE SUMMARY MATRIX

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 15)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 20)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 65)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						

Solicitation Coordinator Signature, Printed Name & Date:

RFP # 40100-04815 *PRO FORMA* CONTRACT

The *Pro Forma* Contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

**CONTRACT**

(state revenue contract with an individual, business, non-profit, or government entity of another state or country and from which the state receives monetary compensation)

Begin Date January 1, 2016	End Date December 31, 2022	Agency Tracking # 40100-04815	Edison ID
Contractor Legal Entity Name			Contractor Registration ID
Service Caption			
Ownership/Control			
<input type="checkbox"/> African American	<input type="checkbox"/> Asian	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American
<input type="checkbox"/> Person w/Disability	<input type="checkbox"/> Small Business	<input type="checkbox"/> Government	<input type="checkbox"/> Female
<input type="checkbox"/> Other:			
Selection Method & Process Summary (mark the correct response to confirm the associated summary)			
<input type="checkbox"/> RFP	The procurement process was completed in accordance with the approved RFP document and associated regulations.		
<input type="checkbox"/> Competitive Negotiation	The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.		
<input type="checkbox"/> Alternative Competitive Method	The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.		
<input type="checkbox"/> Non-Competitive Negotiation	The non-competitive Contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.		
<input type="checkbox"/> Other	The Contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with <u>all</u> interested parties or <u>all</u> parties in a predetermined "class."		
Agency Contact & Telephone #		<i>OCR USE - RV</i>	

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and Contractor Legal Entity Name, hereinafter referred to as the "Contractor," is for the provision of marketing, management and maintenance of the Logo Sign Program, as further defined in the "SCOPE OF SERVICES."

The Contractor is a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.
Contractor Place of Incorporation or Organization: Location

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. The Contractor is responsible for the marketing, management, installation, and maintenance activities of the Logo Sign Program as authorized by Tenn. Code Ann. Title 54, Chapter 5, Part 11, and as detailed in the Rules of the Tennessee Department of Transportation, Chapter 1680-03-03 – Specific Service Signs (Logo Sign Program). The Contractor shall provide all services and deliverables of this Contract at the direction of the State and in accordance with the Rules of the Tennessee Department of Transportation, Chapter 1680-03-03 – Specific Service Signs (Logo Sign Program), the current edition of the United States Department of Transportation, Federal Highway Administration, Manual on Uniform Traffic Control Devices, as adopted by Rules of the Tennessee Department of Transportation, Chapter 1680-03-01, and any subsequent revisions or clarifications thereto.
- A.3. The Contractor shall prepare and present to the State for approval an annual work plan for the next year by April 1, 2016 and thereafter November 1 of each Contract term year (so, the Contractor shall submit an annual work plan April 1, 2016; November 1, 2016; November 1, 2017; November 1, 2018; November 1, 2019; November 1, 2020; and November 1, 2021). The work plan shall include provisions for the management, marketing, installation, and maintenance of the Logo Sign Program.
- A.4. Marketing: The Contractor is responsible for marketing the Logo Sign Program. The following details the main processes and activities that shall be conducted by the Contractor to perform marketing.
 - a. The Contractor shall submit to the State by April 1, 2016 a marketing plan that describes how the Logo Sign Program will be organized and managed to maximize statewide penetration; including sales goals, number of sales people, and time frame expected to complete initial statewide marketing.
 - b. The marketing plan shall include a narrative or plan for how the Contractor will address questions or concerns about the increase in Logo Sign Program fees and show businesses the value of the Logo Sign Program.
 - c. As part of the marketing activities for this Logo Sign Program, the Contractor shall develop an orderly process to initiate contact with all existing and potential businesses.

- d. The Contractor shall develop marketing informational brochures to be used during the marketing phase of this Contract. Such brochures shall provide adequate information about the scope and requirements of the Logo Sign Program to the potential participating businesses.
- e. The Contractor shall develop a web-based and paper application form for use by entities applying to participate in the Logo Sign Program (applicants) and shall provide the State with access to every application received if the State requests said access. The application form shall provide the following information:
 - (1) The name of the applicant, the physical address of where the motorist service will be provided, and the telephone number at such location;
 - (2) The motorist service for which the applicant is applying;
 - (3) Hours and days of operation for the applicant's motorist service;
 - (4) All licenses and permits required by any issuing state or regulatory agencies and a listing of same;
 - (5) The Interstate route number, exit number, and the county in which the interchange is located;
 - (6) The approximate distance the motorist service is located from the Primary Point of Intersection (PPOI);
 - (7) A detailed checklist which indicates that the applicant meets all of the minimum standards for the Logo Sign Program as set forth in the Rules of the Tennessee Department of Transportation, Chapter 1680-03-03 – Specific Service Signs (Logo Sign Program) for the specific motorist services for which the applicant is applying;
 - (8) The name, mailing address, email address, and telephone number of the contact person, who may be reached during normal office hours, that will be responsible for advertising under the Logo Sign Program;
 - (9) The signature of the owner or person responsible for operation of the applicant;
 - (10) A provision that the applicant agrees to allow the State or the Contractor to make such inquiries, inspections, and investigations as either may deem necessary to verify that the applicant's motorist service is eligible to participate in the Logo Sign Program.
- f. During the on-going marketing phase of the Logo Sign Program, at each interchange the Contractor must inform each applicant that if the business declines to participate in the Logo Sign Program, the business will not be eligible to re-apply for six (6) months, unless space is available on the appropriate background sign panel.
- g. All applications and contracts between the Contractor and a participating business shall contain the grounds for termination of participation in the Logo Sign Program as listed in the Rules of the Tennessee Department of Transportation, Chapter 1680-03-03 – Specific Service Signs (Logo Sign Program).
- h. Within thirty (30) days after an applicant applies to participate in the Logo Sign Program, the Contractor shall make an inspection of the business and issue the business a "Notice of Eligibility" or a "Notice of Non-Eligibility". However, all businesses applying as an

ATTRACTION must have the State's written approval prior to any "Notice of Eligibility" being issued by the Contractor.

- (1) The applicant must meet all requirements of eligibility for participation in the Logo Sign Program before a "Notice of Eligibility" is granted by the Contractor.
- (2) The Contractor shall notify the applicant and the State in writing of the results of the inspection.
- (3) If the applicant fails the inspection, or if the application contains errors or omissions, the Contractor shall request by letter the additional information needed from the applicant.
 - i. Within fifteen (15) days after receipt of the requested additional information or request for a new inspection from the applicant the Contractor shall conduct a re-inspection of the applicant and either approve or deny the application.
 - ii. If the business does not submit the additional requested information by letter or correct the cause for failure of final inspection and does not request a new inspection within fifteen (15) days from the date of the letter, the business shall be determined non-eligible for participation in the Logo Sign Program at that time.
- (4) Should an applicant disagree with a denial, the business may appeal to the Commissioner of the Tennessee Department of Transportation or the Commissioner's designee. If the business fails to appeal within ten (10) working days after receipt of "Notice of Non-Eligibility," the denial shall become final.

A.5. Management: The Contractor is responsible for management of the Logo Sign Program. The following details the main processes and activities that shall be conducted by the Contractor to perform management services.

- a. The Contractor shall establish an office in Tennessee with full-time personnel sufficient to respond to the State and business customer requests and inquiries Monday through Friday during normal office hours of 8:00 AM to 5:00 PM CST.
- b. The Contractor shall establish a Point of Contact (POC) with the State who shall be a permanent staff employee and who shall make the marketing, manufacturing, installing, and maintenance of the Logo Sign Program his/her primary responsibility.
- c. The Contractor shall maintain a continuous operation of the Logo Sign Program. The contract between the Contractor and a business shall provide that in the event there is an interval during which continuity is suspended, the business shall neither make claims nor bring any action at law or equity against the State, its officers or employees on account of such suspensions.
- d. The Contractor shall develop a standardized contract, which is to be used by all businesses participating in the Logo Sign Program. The contract must be submitted to the State for approval prior to its implementation.
- e. The Contractor shall contact and inspect all eligible businesses at a specific interchange before issuing a "Notice of Eligibility" to any business at that specific interchange. The Contractor shall not send out any "Space Available Notification" letters to any businesses

at a specific interchange unless the business has a current "Notice of Eligibility" on file with the Contractor and the State.

- f. The Contractor shall not send out more "Space Available Notification" letters than there is space available on an individual background sign panel.
- g. The eligible business having the shortest eligibility distance shall receive preference in the selection process for "Space Available Notification" letters; except, a fully qualified business shall have priority over a partially qualified business.
- h. When a space becomes available on a background sign panel at an interchange, the Contractor shall verify that information on existing "Notice of Eligibility" letters on file is correct and current before sending a business a "Space Available Notification" letter and a contract indicating that a space is available.
- i. A business shall submit a scaled layout showing the design, color and wording of the proposed logo sign to the Contractor for approval before the business may submit its logo sign to the Contractor for installation on a background sign panel.
- j. The business shall submit its logo signs to the Contractor within sixty (60) days of the date of the "Space Available Notification" letter. The logo signs must conform to the specifications of material for individual logo signs as stipulated in the Rules of the Tennessee Department of Transportation, Chapter 1680-03-03 – Specific Service Signs (Logo Sign Program).
- k. The Contractor's approval of scaled layouts shall be in accordance with the guidelines contained in the Rules of the Tennessee Department of Transportation, Chapter 1680-03-03 – Specific Service Signs (Logo Sign Program).
- l. All business logo sign designs must meet the State's approval prior to manufacture. The Contractor shall submit a color replica of the designs to the State for approval.
- m. The Contractor shall not accept any money from a business wishing to participate in the Logo Sign Program until that business has a "Space Available Notification" letter and has completed and returned its contract to the Contractor.
- n. The Contractor may only enter into a contract with a business on an annual basis. However, no contracts between the Contractor and a business may continue past the termination date of this Contract between the State and the Contractor. During the final year of this Contract, all contracts between the Contractor and the participating businesses shall be pro-rated to end as of the date that this Contract between the State and the Contractor ends.
- o. Once the Contractor receives the signed contract and fee, a participating business may not be displaced by a business with a shorter eligibility distance, or by a fully qualified business, as applicable, until the end of its contract period, and then only by a business with a current "Notice of Eligibility" on file with the Contractor.
- p. The contract between a business and the Contractor shall be binding upon execution by all parties. The contract shall provide that computation of the year during which the business's logo sign may be displayed shall be based upon the date that the business's logo sign is installed on the background sign panel.
- q. The Contractor shall conduct an annual inspection of all eligible interchanges and participating businesses of the Logo Sign Program to insure that all eligible interchanges and participating businesses still comply with the Rules and Regulations, and advise the State of the results of each inspection.

- r. The Contractor shall maintain complete records of all inquiries, participants, money received, and comments about the Logo Sign Program. These records shall be maintained in a Microsoft Excel 2010 spreadsheet, or other format specified or approved by the State. Any and all such records shall be made available to the State for review upon request.
- s. The Contractor shall provide the State a yearly report in a standardized format that shall be developed by the State and the Contractor, indicating and including the following:
 - (1) A signed certified statement that the report is complete and accurate,
 - (2) The current status of all participants in the Logo Sign Program, and
 - (3) A digitized photograph with time stamp of each background sign panel at each interchange, to provide a visual record of participation of current businesses in the Logo Sign Program.
 - (4) A summary of all comments received about the Logo Sign Program, which shall include the individual's name, address, and nature of the comment, and a listing of all work orders issued by the Contractor, indicating background sign panel repairs or business logo adjustments.
- t. Contractor shall maintain the following information about each business participating in the Logo Sign Program:
 - (1) Business name.
 - (2) Motorist service provided by the participating business.
 - (3) Name and telephone number of the participating business's contact person.
 - (4) Telephone number of the business (if different from the contact person's telephone number).
 - (5) Address of business.
 - (6) Interchange route number, exit number, and county in which the interchange is located.
 - (7) Distance from the Primary Point of Intersection (PPOI) and eligibility distance of business as measured by a precise measuring device.
 - (8) A listing of all logo signs installed, which shall include the business's name, date of installation, location of background sign panel and position on background sign panel.
 - (9) Renewal Date.
 - i(10) Annual Fee.
 - (11) Service Type.
 - (12) MPO location (whether in or out of the MPO).
 - (13) County.
 - (14) Route.

- (15) Exit Number.
 - (16) Route Direction.
 - (17) Structure ID (will be provided later by the State to be added by Contractor to each record).
- u. All data related to the location of businesses shall be maintained by the Contractor in a Microsoft Excel 2010 spreadsheet, or other format specified or approved by the State, with each record element in a separate column. During the Contract term the Contractor may be required to add a structure identification number to each record. The identification number will be provided by the State after each sign has been inventoried by the State.
- v. Contractor shall provide the State with a "Profit and Loss" report, audited by a Certified Public Accountant, for each Contract year. The Contractor shall ensure that the report includes at a minimum the revenues generated during the period for the following specific categories:
- (1) Total annual fees paid by participating businesses, with subtotals for each participating business per logo sign location, per direction.
 - (2) Total logo sign printing/production charges, including Contractor's markup, paid by participating businesses for logo signs and/or trailblazer signs, with subtotals for each participating business per logo sign location, per direction.
 - (3) Total installation costs, with Contractor's markup, paid by participating businesses for covering or maintenance of logo signs and for the installation of logo signs and/or trailblazer signs replaced at a participating business's request, with subtotals for each participating business per logo sign location, per direction.
 - (4) All other revenues received by the Contractor based, directly or indirectly, on the Contractor's operation of the Logo Sign Program.
 - (5) Total insurance proceeds received from the insurance companies as compensation for any signs damaged by motorists, mowers, etc.
 - (6) Sum total of all gross revenue received by the Contractor from the operation of the Logo Sign Program (i.e., the sum total of the aforesaid (1)-(4) but excluding logo sign/trailblazer sign printing/production charges under the aforesaid (2), logo sign/trailblazer sign installation costs under the aforesaid (3), and insurance proceeds under the aforesaid (5)).
- w. The Contractor shall publish and maintain an internet website to be made available to the public at no charge or registration fee with information regarding the Logo Sign Program.
- (1) The website must be pre-approved by the State and operational within ninety (90) days after award of this Contract.
 - (2) The State retains final authority over the contents of the website and approval authority over the website.
 - (3) The website shall be updated by the tenth (10th) calendar day of each month and shall contain, but not limited to:

- i. Information about the Logo Sign Program that businesses may use to participate in the Logo Sign Program.
- ii. An interactive map showing the location of the participating businesses.
- iii. Information about each participating business including, but not limited to, location, phone number, description of services or products and, if available, the participating business's website and email address.
- iv. Website data shall be available to the State in a Microsoft Excel 2010 spreadsheet, or in some other format specified or approved by the State.

A.6. Installation: The Contractor is responsible for the installation of signs as needed to implement the Logo Sign Program. The following details the main processes and activities that shall be conducted by the Contractor to perform installation services.

- a. Urban areas: The Contractor shall install logo signs and background sign panels at the direction of the State in urban areas of one hundred thousand (100,000) or greater population, which had been previously excluded from the Logo Sign Program, upon the State receiving a written request from the local government in which the signs are to be located, and provided further that all the criteria are met as described in the Rules of the Tennessee Department of Transportation, Chapter 1680-03-03 – Specific Service Signs (Logo Sign Program) and the State has determined there is adequate space for the new signs. Incorporated cities may place certain limits or prohibit the use of trailblazer signs within their respective jurisdictions and the Contractor shall comply with such at the direction of the State. The Contractor shall notify the State of any requests they receive from businesses for such logo signs. The State shall direct the Contractor where to install such background sign panels. The Contractor shall install such signs within three (3) months of being requested by the State to install.
- b. The Contractor shall not install any background sign panels or logo signs at any freeway to freeway or freeway to expressway directional interchanges.
- c. The State, at its sole discretion, reserves the right to add eligible interchanges and highways to this Contract in accordance with Tenn. Code Ann. § 54-5-1101.
- d. If authorized by the State, the Contractor shall install new or larger background sign panels, as well as all required directional arrows and distance indicators on the background sign panels.
- e. The Contractor may deduct the cost of installing any new or larger background sign panels from the quarterly payments due to the State as detailed in Section C. If the cost of such installation exceeds the quarterly payment, then the balance may be deducted from the following quarterly payments until such costs are recovered by the Contractor. The deducted cost for installation may not exceed the Contractor's actual cost plus an added twenty percent (20%) markup for labor and fifteen percent (15%) markup for materials. If work is subcontracted, the Contractor shall not deduct a cost from the quarterly payments detailed in Section C. greater than five percent (5%) over what is charged by the subcontractor.
- f. The Contractor shall install all logo signs and trailblazer signs.

- g. The Contractor shall allow participating businesses to provide their logo / trailblazer sign, or upon request by a participating business, the Contractor shall fabricate their logo / trailblazer sign at an amount not to exceed the Contractor's cost plus a twenty-five percent (25%) markup (see Section C.).
- h. The Contractor shall not charge any participating business for the initial installation of any background sign panels, logo signs, and/or trailblazer signs beyond the annual fee paid by the participating business for participating in the Logo Sign Program; provided, however, that if a business requests a change in the name or design of its logo signs and/or trailblazer signs, the Contractor may charge the business no more than the Contractor's cost to install the logo signs and/or trailblazer signs plus a twenty-five percent (25%) markup.
- i. All work performed by the Contractor to install new background sign panels shall be under the oversight of State regional construction offices at no charge to the Contractor. The Contractor shall notify State Headquarters Traffic Operations and the appropriate State regional construction office and receive authorization before starting any work at a particular sign location.
- j. All business panel logo sign designs must meet the State's approval prior to manufacture. The Contractor shall submit color replicas of the designs to the State for approval.
- k. All materials used by the Contractor shall meet current State Standard Specifications for Highway Signing Materials. The Contractor shall provide certifications as to materials and quantities in a manner specified by the State.
- l. All sign supports installed by the Contractor shall meet relevant Tennessee Department of Transportation material specifications and Manual on Uniform Traffic Control Devices (MUTCD) placement guidelines.
- m. As applicable, the Contractor shall comply with the Underground Utility Damage Prevention Act, Tenn. Code Ann. Title 65, Chapter 31 (commonly referred to as Tennessee 811) in performing its duties under this Contract.
- n. When space is not available in both directions of the mainline, then only one direction may be signed and the fees shall be reduced by half. No reduction in fees will be allowed when a ramp logo sign is not needed and no ramp logo sign may be installed without a mainline logo sign also being installed.

A.7. Maintenance: The Contractor is responsible for the maintenance of signs as needed to implement the Logo Sign Program. The following details the main processes and activities that shall be conducted by the Contractor to perform maintenance services.

- a. Initial Inspection and Refurbishment -
 - (1) Logo Sign Order: The Contractor shall inspect all existing logo signs statewide and submit a report to the State by July 1, 2016, detailing any deficiencies in the order of the logo signs and the costs to correct these deficiencies. Upon receiving this report, the State may direct the Contractor via a work order to correct any deficiencies in the order of the logo signs. The State may issue multiple work orders in this regard. If directed by the State to correct any existing

sign order deficiencies, the Contractor may deduct the cost in of performing this work in accordance with Section A.7.a.(3) below.

- (2) Background Sign Panel Condition: By July 1, 2016, the Contractor shall inspect all existing background sign panels and provide the State with a prioritized list by condition for refurbishment of thirty five thousand five hundred (35,500) sq. ft. of blue background sign panels. The Contractor shall make a visual inspection of each sign and document the condition as good, fair, or poor. Good means there are no major defects and the sign is expected not to need repairs for more than five (5) years. Fair means the sign is expected to last for about five (5) years. Poor means the sign will need to be repaired or refurbished as soon as feasible. All sign inspection data along with date of inspection and condition shall be maintained in the Contractor's Microsoft Excel 2010 spreadsheet database or other format specified or approved by the State.
 - i. The State will review the list and provide the Contractor with a work order that details the background sign panels the Contractor shall refurbish. This refurbishment list include up to thirty five thousand five hundred (35,500) sq. ft. of background sign panels to refurbish.
 - ii. The Contractor shall refurbish the signs on the list by January 1, 2018. All materials used by the Contractor to refurbish shall meet current State Standard Specifications for Highway Signing Materials. Refurbishing shall be performed by the Contractor and consist of items such as 1. replacing existing extruded panels with new extruded panels, and 2. providing new borders, letters, and arrows.
 - iii. The State may adjust the total amount of square feet to be refurbished down by ten percent (10%) of the total square feet or increase it by twenty percent (20%) of the total square feet if the State determines that fewer or more background sign panels are in need of refurbishing.
- (3) The cost of refurbishing background sign panels as directed by the State, and the cost of correcting deficiencies in logo sign order if directed by the State, may be deducted from the Contractor's quarterly payment due the State as detailed in Section C. If the cost of such work exceeds the quarterly payment, then the balance may be deducted from the following quarterly payments until such costs are recovered by the Contractor. The deducted cost for refurbishing background sign panels or correcting deficiencies in logo sign order may not exceed the Contractor's actual cost plus an added twenty percent (20%) markup for labor and fifteen percent (15%) markup for materials. If work is subcontracted, the Contractor shall not deduct a cost from the quarterly payments detailed in Section C. greater than five percent (5%) over what is charged by the subcontractor.
- (4) All business panel logo sign designs must meet the State's approval prior to manufacture. The Contractor shall submit color replicas of the designs to the State for approval.
- (5) All materials used by the Contractor shall meet current State Standard Specifications for Highway Signing Materials. The Contractor shall provide reports and certifications as to materials and quantities in a manner specified by the State.

- (5) All sign supports installed by the Contractor shall meet relevant Tennessee Department of Transportation material specifications and Manual on Uniform Traffic Control Devices (MUTCD) placement guidelines.
- (6) As applicable, the Contractor shall comply with the Underground Utility Damage Prevention Act, Tenn. Code Ann. Title 65, Chapter 31 (commonly referred to as Tennessee 811) in performing its duties under this Contract.
- (7) When space is not available in both directions of the mainline, then only one direction may be signed and the fees shall be reduced by half. No reduction in fees will be allowed when a ramp logo sign is not needed and no ramp logo sign may be installed without a mainline logo sign also being installed.
- (9) All work performed by the Contractor to install new, replacement, or refurbished background sign panels shall be under the oversight of State regional construction offices. The Contractor shall notify State Headquarters Traffic Operations and the appropriate State regional construction office before starting any work at a particular sign location.

b. Regular Maintenance -

- (1) The Contractor shall schedule and perform regular maintenance inspections and work for each sign structure. The Contractor shall perform regular maintenance that shall include but not be limited to:
 - i. Rebuilding or replacing background sign panels and logo signs as needed due to traffic accidents, acts of vandalism, natural disasters, or other similar circumstances beyond the Contractor's control.
 - ii. Washing each logo sign face as needed.
 - iii. Checking logo sign fastening.
 - iv. Re-torquing all up-right bolts as needed to assure break-away compliance.
 - v. Other maintenance procedures as needed.
- (2) The Contractor shall perform all maintenance work on all background sign panels, logo signs, trailblazer signs, sign posts, and sign supports that are a part of the Logo Sign Program. The Contractor shall repair or replace a damaged background sign panel, logo sign, trailblazer sign, sign posts, and sign supports within fifteen (15) working days of notification of the incident.
- (3) The Contractor shall advise the State upon the completion of all repairs, adjustments, change-outs of logo signs, or routine maintenance of background sign panels, and provide a digital time stamped photograph of the sign face changes.
- (4) The Contractor is responsible for all costs incurred to complete regular maintenance and shall not deduct the costs of regular maintenance from the quarterly payments to the State as detailed in Section C, except as provided in Section A.7.b.(5) below.

- (5) When the logo sign and/or trailblazer sign of a participating business becomes damaged because of acts of vandalism, natural causes, motor vehicle accidents, or other similar circumstances beyond the Contractor's control, the participating business shall provide, at its expense, a new logo sign and/or trailblazer sign to the Contractor within forty-five (45) days for replacement.
- (6) However, if the Contractor or its agent damages the logo sign or trailblazer sign of a participating business, the Contractor shall be responsible for the cost of producing and installing the new logo sign and/or trailblazer sign. The Contractor is responsible for all costs incurred for the aforesaid new sign replacement and shall not deduct the aforesaid costs of sign replacement from the quarterly payments due to the State as detailed in Section C.
- (7) If in the opinion of the State or the Contractor, a logo sign or trailblazer sign of a business becomes unsightly, badly faded, or in a state of disrepair, the business shall provide at its expense a new or refurbished logo sign or trailblazer sign for replacement to the Contractor within forty-five (45) days of request.
- (8). Businesses that participate in this Logo Sign Program may provide their own mainline logo signs, ramp logo signs and logo sign on the trailblazer signs at their own expense provided they meet all relevant specifications. If the participating business requests the Contractor to produce the sign, the Contractor may charge the participating business installation cost and the cost of production plus a twenty-five percent (25%) markup.
- (9) All work performed by the Contractor to install new, replacement, or refurbished background sign panels shall be under the oversight of State regional construction offices. The Contractor shall notify State Headquarters Traffic Operations and the appropriate State regional construction office before starting any work at a particular sign location.
- (10) All business logo sign designs must meet the State's approval prior to manufacture. The Contractor shall submit color replicas of the designs to the State for approval.

A.8. The Contractor agrees that no person shall provide services and deliverables under this Contract except the legal employees of the Contractor and legal employees of authorized subcontractors. This provision shall be incorporated into all subcontracts. Violation of the terms of this paragraph and any other paragraph of this Contract may subject the Contractor or subcontractor to suspension from eligibility to bid on future projects, at the discretion of the Commissioner. No subcontracts, or transfer of Contract, shall in any case release the Contractor of liability under the Contract and bonds.

A.9. Warranty: Contractor represents and warrants that throughout the Term of this Contract ("Warranty Period"), the goods or services provided under this Contract shall conform to the terms and conditions of this Contract. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide

the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services.

- A.10. Inspection and Acceptance: The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

This Contract shall be effective on January 1, 2016 (“Effective Date”), and extend for a period of eighty-four (84) months after the Effective Date (“Term”). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. The Contractor shall charge an annual fee to each participating business, which covers the installation of all background sign panels and the initial installation of any logo signs and trailblazer signs. The cost for the installation of new background sign panels may be deducted from the Contractor’s quarterly payment due the State. If the cost of such installation(s) exceeds the quarterly payment then the balance may be deducted from the following quarterly payments until such costs are recovered by the Contractor. The annual fee to be collected by the Contractor from each business is as follows:

Fee for each logo sign per business location outside four (4) big Metropolitan Planning Organizations (MPO) (i.e., a business located outside of the Memphis, Nashville, Chattanooga, or Knoxville MPO areas)	\$1,150.00 the first year with an annual 3% increase each following year
Fee for each logo sign per business inside four (4) big Metropolitan Planning Organizations (MPO) (i.e., a business located inside the Memphis, Nashville, Chattanooga, or Knoxville MPO areas)	\$1,600.00 the first year with an annual 3% increase each following year

- C.2. Any interchange with any part off the on-ramp or off-ramp inside one of the four big MPOs will be considered inside the MPO for the purpose of charging the annual fee to each participating business signed at that interchange.
- C.3. The Contractor may not charge a business any initial installation fees or charges other than the aforesaid annual fee. The Contractor may charge a business for the production and installation of a logo sign and/or any trailblazer sign when a logo sign must be changed due to a design change or name change requested by the business. In such case, the Contractor may charge the business for the cost of producing the logo sign and/or trailblazer sign in an amount not to exceed the Contractor’s cost plus a twenty-five percent (25%) markup. Alternatively, the business may provide its own logo signs and trailblazer signs if they meet all relevant material specifications, in which case the Contractor may only charge the installation costs plus the markup. If a logo sign or trailblazer sign is replaced during regular maintenance, as provided in Section A.7.b., the Contractor may charge the business for the cost of producing the sign, plus a twenty-five percent (25%) markup, unless the business provides the sign to the Contractor at its own expense.

C.4. The Contractor shall remit to the State, revenue listed as follows:

Goods or Services Description	Amount (per compensable increment)
% share of gross revenue earned to be paid to the State	_____ % share of gross revenue earned to be paid to the State quarterly

C.5. Contractor shall pay the State the aforesaid % share of gross revenue earned within ten (10) days of the end of the quarter (i.e., end of quarter being March 31, June 30, September 30, and December 31 of each year). Gross revenue includes all revenues received by the Contractor from the operation of the Logo Sign Program, as detailed in Section A.5.v. above, but excluding logo sign/trailblazer sign printing/production charges, logo sign/trailblazer sign installation costs, and insurance proceeds.

C.6. This Contract does not grant the Contractor any exclusive rights. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. Said termination shall not be deemed a breach of contract by the State. Should the State exercise this provision, the State shall have no liability to the Contractor. Should the State exercise this provision, the Contractor shall be required to compensate the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Contractor. The final decision, as to what these units of service are, shall be determined by the State. In the event of disagreement, the Contractor may file a claim with the Tennessee Claims Commission in order to seek redress.

Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If either party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Contractor shall compensate the State for completed services.

- D.5. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.6. Conflicts of Interest. The Contractor warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract other than as required by section A. of this Contract.
- D.7. Nondiscrimination. The State and the Contractor hereby agree, warrant, and assure 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 State or the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.
- D.8. Records. The Contractor shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of three (3) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. 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.10. 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 such 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.

Claims against the State of Tennessee, or its employees, or injury damages expenses or attorney's fees are heard and determined by the Tennessee Claims Commission or the Tennessee Board of Claims in the manner prescribed by law (*Tennessee Code Annotated*, Sections 9-8-101 *et seq.*, 9-8-301 *et seq.*, and 9-8-401 *et seq.*). Damages recoverable against the State of Tennessee shall be expressly limited to claims paid by the Board of Claims or the Claims Commission pursuant to *Tennessee Code Annotated*, Section 9-8-301 *et seq.*

- D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.12. 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, natural disasters, riots, wars, epidemics, or any other similar cause.

- D.13. State and Federal Compliance. The Contractor and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.14. 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 courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee 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.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.16. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions 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.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D. 18. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules").
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Joseph V. Sweat @ 615-532-3431
Traffic Engineering
Maintenance Division
Tennessee Department of Transportation
Ph:615-532-3431
Fx:615-532-5995
Joseph.Sweat@Tn.Gov

The Contractor:

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

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

E.3. Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

E.4. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal 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 or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.5. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.6. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply an endorsement by the State. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.

- E.7. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment One, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- E.8. Performance Bond. The Contractor shall provide to the State a performance bond guaranteeing full and faithful performance of all undertakings and obligations under this Contract, specifically faithful performance of the work in accordance with the plans, specifications, and contract documents. The performance bond shall be in an amount of not less than One Million Dollars and no cents (\$1,000,000.00). The State reserves the right to review the bond amount and bonding requirements at any time during the Term. The Contractor shall submit the bond no later than the day immediately preceding the Effective Date and in the manner and form prescribed by the State at Attachment Two. The bond shall be issued by a company licensed to issue such a bond in the state of Tennessee. The performance bond shall guarantee full and faithful performance of all undertakings and obligations for the Term, as the Contract is extended or renewed.
- Failure to provide to the State the performance bond(s) as required under this Contract may result in this Contract being terminated by the State. The performance bond required under this Contract shall not be reduced during the Term without the State of Tennessee Central Procurement Office's prior written approval.
- E.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- E.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- E.11. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- E.12. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- E.13. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including

but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

E.14. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

DEPARTMENT OF TRANSPORTATION:

JOHN C. SCHROER, COMMISSIONER

DATE

**JOHN REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY**

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

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

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

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That We,
Contractor _____
Contractor Address _____
Contractor Address 2 _____
Contractor Telephone _____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

(Surety) _____
Surety Address _____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of Tennessee and authorized to do business in the State of Tennessee;

are held and firmly bound unto the State of Tennessee Department of Transportation ("State"), whose principal address 505 Deaderick Street, 4th Floor, Nashville, TN 37243, and whose principal telephone number is 615-532-3431 in the sum of **ONE MILLION DOLLARS AND NO CENTS (\$1,000,000.00)** for payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with State for LOGO SIGN PROGRAM, RFP # 40100-04815 (the "Contract") in accordance with the scope of work for the provision of marketing, management and maintenance of the Logo Sign Program (the "Scope") set forth in Section A, of the Contract.

THE CONDITION OF THIS BOND is that if Principal:

- 1. Performs the Contract at the times and in the manner prescribed in the Contract; and
- 2. Pays State any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that State sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by State; and
- 3. Performs, to the satisfaction of State the Scope under the Contract for the time specified in the Contract;

then this bond is void; otherwise it remains in full force.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to in the Contract shall in anyway affect its obligation under this bond. The Surety waives notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the Scope.

It is expressly understood the time provision under Tenn. Code Ann. § 12-3-502 shall apply to this bond. Bond must be received within fourteen (14) calendar days of receipt of request by the State or a Delegated State Agency.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument this _____ day of _____, 2015, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
In the presence of:

PRINCIPAL:

(Contractor Name)

By: _____
(Contractor Principal)

(Printed Name)

(Title)

(Contractor's Address)

STATE OF TENNESSEE
COUNTY OF _____

On this _____ day of _____, 20 _____, before me personally appeared _____, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

Notary Public
Printed Name: _____
Commission Expires: _____

Signed, sealed and delivered
In the presence of:

SURETY:

(SURETY Name)

By: _____
(Authorized Signature)

(Printed Name)

(Title)

(Business Address)

STATE OF TENNESSEE

COUNTY OF _____

On this _____ day of _____, 20 _____, before me personally appeared _____, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

Notary Public

Printed Name: _____

Commission Expires: _____
