STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT & CONSERVATION

REQUEST FOR PROPOSALS # 32701-03910
AMENDMENT # 1
FOR MOBILE COLLECTION AND DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE

DATE: 4/3/2020

RFP # 32701-03910 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 1, 2020
2. Disability Accommodation Request Deadline	2:00 p.m.	April 6, 2020
3. Pre-response Conference	9:00 a.m.	April 8, 2020
4. Notice of Intent to Respond Deadline	2:00 p.m.	April 13, 2020
5. Written "Questions & Comments" Deadline	2:00 p.m.	April 20, 2020
6. State Response to Written "Questions & Comments"		April 27, 2020
7. Response Deadline	2:00 p.m.	May 14, 2020
8. State Completion of Technical Response Evaluations		May 27, 2020
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	May 28, 2020
10. Negotiations (Optional)	4:30 p.m.	June 2, 2020
11. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	June 3, 2020
12. End of Open File Period		June 10, 2020
13. State sends contract to Contractor for signature		June 11, 2020
14. Contractor Signature Deadline	2:00 p.m.	June 18, 2020
15. Performance Bond Deadline	2:00 p.m.	June 30, 2020

2. **Delete RFP # 32701-03910, in its entirety, and replace it with RFP # 32701-03910, Release # 2, 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.

3. **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 ENVIRONMENT AND CONSERVATION

REQUEST FOR PROPOSALS
FOR
MOBILE COLLECTION AND DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE

RFP # 32701-03910

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1. INTRODUCTION

The State of Tennessee, Department of Environment and Conservation, hereinafter referred to as "the State," issues 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 respondents, including those that are owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

1.1. Statement of Procurement Purpose

The State intends to secure a contract for:

- Mobile collection and disposal of Household Hazardous Waste (HHW),
- Mobile collection and disposal of Conditionally Exempt Small Quantity Generator (CESQG) Waste,
- Packaging and disposal services for fixed locations collecting HHW and CESQG waste, and
- Removal and disposal of outdated and unwanted chemicals from schools.

The Tennessee Department of Environment and Conservation is seeking proposals from qualified Proposers to provide hazardous waste management services, including the collection, packaging, transportation, recycling, treatment and/or disposal of household hazardous materials, including universal wastes and other recyclable materials, collected through mobile collection events and fixed collection programs, in compliance with all applicable laws and regulations and in a manner that is beneficial to the communities and environment.

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 <u>must</u> 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 # 32701-03910

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:

Shane Gibson, Sourcing Account Specialist
Central Procurement Office
Department of General Services
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Ave., 3rd Floor
Nashville, TN 37243
615-253-4762
shane.gibson@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, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFP (visit https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/godbe-general-contacts.html 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:

Chad Kimes, Senior Policy Analyst
Department of Environment and Conservation
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Ave., 2nd Floor
Nashville, TN 37243
615-532-8739
chad.kimes@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. It is encouraged for suppliers to submit bids digitally.

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: https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information-/request-for-proposals--rfp--opportunities1.html.

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:

Meeting link: https://tngov.webex.com/tngov/j.php?MTID=mb3a3e1f66ab6d527bbe93211c3aacd18

Meeting number: 613 463 153
Password: 32701-03910

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; and
- 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. **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 Six Hundred Thousand Dollars ($600,000.00), and said amount shall <u>not</u> 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 2, 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. a performance bond that covers the entire Contract period including all options to extend the Contract, or

b. 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.

1.10. 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. 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.

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 1, 2020
2. Disability Accommodation Request Deadline	2:00 p.m.	April 6, 2020
3. Pre-response Conference	9:00 a.m.	April 8, 2020
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10. Negotiations (Optional)	4:30 p.m.	June 2, 2020
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12. End of Open File Period		June 10, 2020
13. State sends contract to Contractor for signature		June 11, 2020
14. Contractor Signature Deadline	2:00 p.m.	June 18, 2020
15. Performance Bond Deadline	2:00 p.m.	June 30, 2020

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 correspond 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 on a separate e-mail or CD or USB flash drive 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, as may be amended.

3.2.2. A Respondent must submit their response as specified in one of the two formats below.

3.2.2.1. Digital Media Submission

3.2.2.1.1. Technical Response

The Technical Response document should be in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, USB flash drive and should be clearly identified as the:

"RFP # 32701-03910 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, USB flash drive labeled:

"RFP # 32701-03910 TECHNICAL RESPONSE COPY"

The customer references should be delivered by each reference in accordance with RFP Attachment 6.2, Section B.17.

3.2.2.1.2. Cost Proposal

The Cost Proposal should be in the form of one (1) digital document in "XLS" format properly recorded on a separate, otherwise blank, USB flash drive clearly labeled:

"RFP # 32701-03910 COST PROPOSAL"

An electronic of facsimile signature, as applicable, on the Cost Proposal is acceptable.

3.2.2.2. Email Submission

3.2.2.2.1. Technical Response

The Technical Response document should be in the form of one (1) digital document in "PDF" format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should both be clearly identified as follows:

"RFP #32701-03910 TECHNICAL RESPONSE"

The customer references should be delivered by each reference in accordance with RFP Attachment 6.2, Section B.17.

3.2.2.2.2. Cost Proposal

The Cost Proposal should be in the form of one (1) digital document in "XLS" format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should be clearly identified as follows:

"RFP #32701-03910 COST PROPOSAL"

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

3.2.3. For e-mail submissions, the Technical Response and Cost Proposal documents must be dispatched to the Solicitation Coordinator in separate e-mail messages. For digital media submissions, 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 # 32701-03910 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 # 32701-03910 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 # 32701-03910 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:

Shane Gibson, Sourcing Account Specialist
Central Procurement Office
Department of General Services
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Ave., 3rd Floor
Nashville, TN 37243
615-253-4762
shane.gibson@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**

The State will 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. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following: https://tntap.tn.gov/eservices/_/#1

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.

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 Tenn. Code Ann. § 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 Effective Date or after the Contract Term.

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, 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)	**20**
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	**40**
Cost Proposal (refer to RFP Attachment 6.3.)	**40**

5.2. Evaluation Process

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 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. **Clarifications and Negotiations:** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

5.2.3.1. Clarifications: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.

5.2.3.2. Negotiations: The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.

5.2.3.3. Cost Negotiations: All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.

5.2.3.4. If the State determines that it is unable to successfully negotiate terms and conditions of a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into terms and conditions contract negotiations with the next apparent best evaluated Respondent.

5.2.4. **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 terms and conditions or pricing negotiations 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 ATTACHMENT 6.1.

RFP # 32701-03910 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 the RFP Attachment 6.6., *Pro Forma* Contract for the total Contract Term.
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.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106." For reference purposes, the list is currently available online at: https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html.

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: _____

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., *et. seq.*).	
		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 subcontractor) (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 (*e.g.*, 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 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.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
	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 score for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.)	
	A.6.	Provide a valid, Certificate of Insurance that is verified and dated within the last six (6) months and which details <u>all</u> of the following: (a) Name of the Insurance Company (b) Respondent's Name and Address as the Insured (c) Policy Number (d) The following minimum insurance coverages: (i) Workers' Compensation/ Employers' Liability with a limit not less than the relevant statutory amount or Five Hundred Thousand Dollars ($500,000.00) per occurrence for employers' liability; (ii) Comprehensive Commercial General Liability (including personal injury and property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate; (iii) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than One Million Dollars ($1,000,000.00) per occurrence; and (iv) Professional Malpractice Liability with a limit of not less than One Million Dollars ($1,000,000.00) per claim. (e) The following information applicable to each type of insurance coverage: (i) Coverage Description, (ii) Exceptions and Exclusions, (iii) Policy Effective Date, (iv) Policy Expiration Date, and (v) Limit(s) of Liability.	
	A.7.	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.	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

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.e*., 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 *nolo contendere* 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 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.

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		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 by the following: (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, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information: (i) contract description; (ii) contractor name and ownership characteristics (*i.e.*, ethnicity, gender, service-disabled veteran-owned or persons with disabilities); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: (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 <u>NOT</u> INCLUDE DOLLAR AMOUNTS**); (ii) anticipated goods or services contract descriptions;

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		(iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors. 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=9810 for more information. (d) Workforce. Provide the percentage of the Respondent's total current employees by ethnicity and gender. 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, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.
	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 Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts: (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.
	B.17.	Provide customer references from individuals who are not current or former State employees for projects similar to the goods or services sought under this RFP and which represent: ▪ two (2) accounts Respondent currently services that are similar in size to the State; and ▪ three (3) completed projects. References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which must be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered. The Respondent will be solely responsible for obtaining fully completed reference questionnaires and ensuring they are e-mailed to the solicitation coordinator or including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow one of the two processes below. Written: (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference. (b) Send a reference questionnaire and new, standard #10 envelope to each reference. (c) Instruct the reference to: (i) complete the reference questionnaire; (ii) sign and date the completed reference questionnaire;

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		(iii) seal the completed, signed, and dated reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope directly to the 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). (d) Do NOT open the sealed references upon receipt. (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required. E-mail: (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference. (b) E-mail the reference with a copy of the standard reference questionnaire. (c) Instruct the reference to: (i) Complete the reference questionnaire; (ii) Sign and date the completed reference questionnaire; (iii) E-mail the reference directly to the Solicitation Coordinator by the RFP Technical Response Deadline with the Subject line of the e-mail as "[Respondent Name] Reference for RFP #32701-03910". NOTES: ▪ The State will not accept late references or references submitted by any means other than the two which are 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 reference emails or 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 no obligation to clarify any reference information.
	B.18.	Provide a statement and any relevant details addressing whether the Respondent is any of the following: (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (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; (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 (d) 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.
SCORE *(for all Section B—Qualifications & Experience Items above)*: *(maximum possible score = 20)*		

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
State Use – Evaluator Identification:		

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 State's requirements and project schedule.		**5**	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		**10**	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		**5**	
	C.4.	Describe the criteria used or procedures that will be followed for characterizing, packaging, and storage of HHW and CESQG waste. Specifically address how hazardous materials will be segregated or consolidated, the packaging method, and types of containers used. Describe any procedures to segregate material that will be recycled from material that must be treated or disposed; provide a list of material that will be recycled. Identify any firm, subcontractor and/or facility where material would be sent for recycling. List the ultimate disposal facilities and transporters including an Environmental Protection Agency (EPA) ID for all wastes. Describe any procedures for tracking container contents and whether packing sheets are required for specific waste streams. Provide copies of any forms and logs for tracking container contents and documenting storage conditions. Use of a disposal facility will not be considered a sub-contractual relationship for purposes of RFP Section 4.4.		**20**	
	C.5.	Indicate the minimum and maximum number of staff the Respondent will provide for each multiplier based on the number of participating households. Describe how the Respondent will mobilize additional qualified personnel, equipment, and materials as required to properly manage and control the activities in the event that the State determines that participation at a collection event exceeds		**10**	

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
		the capacity of the Contractor's on-site staffing and equipment levels.			
	C.6.	Provide a copy of the Respondent's health and safety plan and a narrative that illustrates the Respondent's health and safety performance and compliance with the health and safety plan. List your firm's most recent Occupational Safety and Health Administration (OSHA) Recordable Case Rate. This should be listed for the firm as well as the local/regional division/office responsible for managing this project.		**5**	
	C.7.	Provide a copy of the Respondent's generic spill contingency plan or emergency preparedness and contingency plan for the event sites. Describe procedures that will be used to minimize the possibilities and effects of a hazardous material release, fire, or explosion.		**5**	
	C.8.	Describe how the Respondent will administer the CESQG Program. Include examples of the pre-survey, generator certification, transportation guidance, and any promotional materials that may be distributed to small business owners.		**5**	
	C.9.	Provide a description of the Respondent's environmental policy or pollution prevention strategies covering such areas as water and air pollution abatement, waste reduction and recycling, alternative fuels use, reduced idling practices, energy and water conservation, environmentally preferable purchasing, etc. If the organization has an environmental management system, it may be included as an attachment. State whether the organization is ISO 14001-2004 certified.		**5**	
	C.10.	Provide a detailed regulatory compliance history presenting information on any violations or enforcement actions within the past five (5) years. Provide a detailed description of all fines/civil penalties, when and where the violation occurred, what the violation was for, and what was done to correct the violation; include any pending violations. Include this information for all facilities which will handle waste collected from this program, through final treatment or disposal, including all treatment, storage, or disposal facilities (TSDF), recyclers, transporters and other disposal facilities, including subcontractors, used by proposer.		**10**	
	C.11.	Describe the compliance training provided to all key personnel responsible for this project, including specific training topics and frequency. Describe your procedures for auditing compliance performance of staff (auditing facility operations, container labeling, paperwork, etc.). What corrective actions are taken if compliance issues are found?		**10**	

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.	**Total Raw Weighted Score:** *(sum of Raw Weighted Scores above)*	
Total Raw Weighted Score	**= SCORE:**	

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**
Maximum Possible Raw Weighted Score *(i.e., 5 x the sum of item weights above)*		**X 40** *(maximum possible score)*			
State Use – Evaluator Identification:					
State Use – Solicitation Coordinator Signature, Printed Name & Date:					

RFP ATTACHMENT 6.3.

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.1. (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)
HHW Mobile Event			
Fork lift rental, when required for Mobile Event	**$** **/ DAY**	1	
Flammable Liquid – Mobile Event	**$** **/ POUND**	9	
Flammable Solid – Mobile Event	**$** **/ POUND**	13	
Corrosive Acid– Mobile Event	**$** **/ POUND**	1	
Corrosive Base – Mobile Event	**$** **/ POUND**	2	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	**Proposed Cost**	**State Use Only**	
		Evaluation Factor	**Evaluation Cost** (cost x factor)
Oxidizer – Mobile Event	**$** **/ POUND**	1	
Reactive – Mobile Event	**$** **/ POUND**	1	
Poison Solid – Mobile Event	**$** **/ POUND**	11	
Poison Liquid – Mobile Event	**$** **/ POUND**	11	
Oil Based Paint – Mobile Event	**$** **/ POUND**	13	
Latex Paint – Mobile Event	**$** **/ POUND**	1	
PCB Wastes – Mobile Event	**$** **/ POUND**	1	
Elemental Mercury Containing Material – Mobile Event	**$** **/ POUND**	1	
Mixed Aerosols (≤ 16.4 oz.) – Mobile Event	**$** **/ POUND**	3	
Flammable Compressed Gas Cylinders – Mobile Event	**$** **/ CYLINDER**	1	
Non-flammable Compressed Gas Cylinders – Mobile Event	**$** **/ CYLINDER**	1	
Fire Extinguishers – Mobile Event	**$** **/ CYLINDER**	1	
Reactive Cylinders – Mobile Event	**$** **/ CYLINDER**	1	
Used Oil – Mobile Event	**$** **/ POUND**	4	
Antifreeze – Mobile Event	**$** **/ POUND**	6	
Non-flammable Liquids – Mobile Event	**$** **/ POUND**	6	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	**Proposed Cost**	**State Use Only**	
		Evaluation Factor	**Evaluation Cost** (cost x factor)
Used Oil Filters – Mobile Event	**$ / POUND**	1	
Rechargeable Batteries – Mobile Event	**$ / POUND**	1	
Alkaline Batteries – Mobile Event	**$ / POUND**	1	
Lithium Batteries – Mobile Event	**$ / POUND**	1	
Mercury Lamps CFL, U-shaped, Circular – Mobile Events	**$ / POUND**	2	
Mercury Lamps 4 Foot Straight Tubes – Mobile Event	**$ / POUND**	2	
Mercury Lamps 8 Foot Straight Tubes – Mobile Event	**$ / POUND**	2	
Medical Sharps – Mobile Event	**$ / POUND**	1	
Smoke Detectors – Mobile Event	**$ / POUND**	1	
CESQG Wastes collected in conjunction with a scheduled Mobile Event			
Flammable Liquid – CESQG	**$ / POUND**	1	
Flammable Solid – CESQG	**$ / POUND**	1	
Corrosive Acid Lab Pack – CESQG	**$ / POUND**	1	
Corrosive Acid Bulk – CESQG	**$ / POUND**	1	
Corrosive Base Lab Pack – CESQG	**$ / POUND**	1	
Corrosive Base Bulk – CESQG	**$ / POUND**	1	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	**Proposed Cost**	**State Use Only**	
		Evaluation Factor	**Evaluation Cost** (cost x factor)
Oxidizer – CESQG	**$** **/ POUND**	1	
Reactive – CESQG	**$** **/ POUND**	1	
Poison Solid – CESQG	**$** **/ POUND**	1	
Poison Liquid – CESQG	**$** **/ POUND**	1	
Oil Based Paint – CESQG	**$** **/ POUND**	1	
Latex Paint – CESQG	**$** **/ POUND**	1	
PCB Wastes – CESQG	**$** **/ POUND**	1	
Mixed Aerosols (≤ 16.4 oz.) – CESQG	**$** **/ POUND**	1	
Elemental Mercury Containing Material – CESQG	**$** **/ POUND**	1	
Flammable Compressed Gas Cylinders – CESQG	**$** **/ CYLINDER**	1	
Non-flammable Compressed Gas Cylinders – CESQG	**$** **/ CYLINDER**	1	
Fire Extinguishers – CESQG	**$** **/ CYLINDER**	1	
Reactive Cylinders – CESQG	**$** **/ CYLINDER**	1	
Used Oil – CESQG	**$** **/ POUND**	1	
Antifreeze – CESQG	**$** **/ POUND**	1	
Non-flammable Liquids – CESQG	**$** **/ POUND**	1	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	**Proposed Cost**	**State Use Only**	
		Evaluation Factor	**Evaluation Cost** (cost x factor)
Used Oil Filters – CESQG	**$** **/ POUND**	1	
Rechargeable Batteries – CESQG	**$** **/ POUND**	1	
Alkaline Batteries – CESQG	**$** **/ POUND**	1	
Lithium Batteries – CESQG	**$** **/ POUND**	1	
Mercury Lamps CFL, U-shaped, Circular – CESQG	**$** **/ POUND**	1	
Mercury Lamps 4 Foot Straight Tubes – CESQG	**$** **/ POUND**	1	
Mercury Lamps 8 Foot Straight Tubes – CESQG	**$** **/ POUND**	1	
Medical Sharps – CESQG	**$** **/ POUND**	1	
Smoke Detectors – CESQG	**$** **/ POUND**	1	
Fixed Locations, including Schools and Satellite Locations			
Flammable Liquid – Fixed Location	**$** **/ POUND**	1	
Flammable Solid – Fixed Location	**$** **/ POUND**	1	
Corrosive Acid – Fixed Location	**$** **/ POUND**	1	
Corrosive Base – Fixed Location	**$** **/ POUND**	1	
Oxidizer – Fixed Location	**$** **/ POUND**	1	
Reactive – Fixed Location	**$** **/ POUND**	1	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	**Proposed Cost**	**State Use Only**	
		Evaluation Factor	**Evaluation Cost** (cost x factor)
Poison Solid – Fixed Location	**$** **/ POUND**	1	
Poison Liquid – Fixed Location	**$** **/ POUND**	1	
Oil Based Paint – Fixed Location	**$** **/ POUND**	32	
Latex Paint – Fixed Location	**$** **/ POUND**	1	
PCB Wastes – Fixed Location	**$** **/ POUND**	1	
Mixed Aerosols (≤ 16.4 oz.) – Fixed Location	**$** **/ POUND**	1	
Elemental Mercury Containing Material – Fixed Location	**$** **/ POUND**	1	
Flammable Compressed Gas Cylinders – Fixed Location	**$** **/ CYLINDER**	1	
Non-flammable Compressed Gas Cylinders – Fixed Location	**$** **/ CYLINDER**	1	
Fire Extinguishers – Fixed Location	**$** **/ CYLINDER**	1	
Reactive Cylinders – Fixed Location	**$** **/ CYLINDER**	1	
Used Oil – Fixed Location	**$** **/ POUND**	1	
Antifreeze – Fixed Location	**$** **/ POUND**	1	
Non-flammable Liquids – Fixed Location	**$** **/ POUND**	1	
Used Oil Filters – Fixed Location	**$** **/ POUND**	1	
Rechargeable Batteries – Fixed Location	**$** **/ POUND**	1	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	**Proposed Cost**	**State Use Only**	
		Evaluation Factor	**Evaluation Cost** (cost x factor)
Alkaline Batteries – Fixed Location	**$ / POUND**	1	
Lithium Batteries – Fixed Location	**$ / POUND**	1	
Mercury Lamps CFL, U-shaped, Circular – Fixed Location	**$ / POUND**	2	
Mercury Lamps 4 Foot Straight Tubes – Fixed Location	**$ / POUND**	2	
Mercury Lamps 8 Foot Straight Tubes – Fixed Location	**$ / POUND**	2	
Medical Sharps – Fixed Location	**$ / POUND**	1	
Smoke Detectors – Fixed Location	**$ / POUND**	1	
Chemist/Supervisor – Fixed Location To perform technical duties such as waste characterization, packing, waste inventories, labeling, etc.	**$ / HOUR**	1	
Technician – Fixed Location To perform non-technical duties such as unloading vehicles, packing, bulking, and loading truck.	**$ / HOUR**	1	
Driver – Fixed Location To perform transportation pick up duties, labeling, manifesting, and loading truck.	**$ / HOUR**	1	
Emergency Response Mobilization Fee (Scope of Service A.36)			
Emergency Response To Disaster Related HHW Site – Less than 150 Miles from proposer's location to fixed location	**$ / MOBILIZATION**	1	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	**Proposed Cost**	**State Use Only**	
		Evaluation Factor	**Evaluation Cost** (cost x factor)
Emergency Response To Disaster Related HHW Site – 150 to 300 Miles from proposer's location to fixed location	**$ / MOBILIZATION**	1	
Emergency Response To Disaster Related HHW Site – Greater than 300 Miles from proposer's location to fixed location	**$ / MOBILIZATION**	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.			
lowest evaluation cost amount from all proposals / **evaluation cost amount being evaluated**	**x 40 (maximum section score)**	**= SCORE:**	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

RFP ATTACHMENT 6.4.

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.).

RFP # 32701-03910 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; and follow either process outlined below:

Physical

- 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.

E-Mail

- Email the completed Questionnaire to Shane Gibson at Shane.Gibson@tn.gov

(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 # 32701-03910 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.

	1	2	3	4	5	
least satisfied						most satisfied

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

RFP # 32701-03910 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.

	1	2	3	4	5	
least satisfied						**most satisfied**

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

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

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

	1	2	3	4	5	
least satisfied						**most satisfied**

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

	RESPONDENT NAME		*RESPONDENT NAME*		*RESPONDENT NAME*	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 20)						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 40)						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
COST PROPOSAL (maximum: 40)	**SCORE:**		**SCORE:**		**SCORE:**	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						

Solicitation Coordinator Signature, Printed Name & Date:

RFP # 32701-03910 *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
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Department of Environment and Conservation ("State") and Contractor Legal Entity Name ("Contractor"), is for the provision of collection and disposal of Household Hazardous Waste (HHW) and Conditionally Exempt Small Quantity Generator (CESQG) Waste, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

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
Contractor Edison Registration ID # Number

A. SCOPE:

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. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:

a. BOPAE: batteries, oil, paint, antifreeze and electronics that are collected by the counties and managed as an expense to the county with the exception of oil based paint management that is funded by the state

b. CESQG: Conditionally Exempt Small Quantity Generator, status as established by US Environmental Protection Agency and is a synonymous definition for VSQG, Very Small Quantity Generator as defined by USEPA

c. CERCLA: Comprehensive Environmental Response, Compensation, and Liability Act as defined by USEPA in 40 CFR

d. CIT: Certified Instructional Trainer, a professional accreditation by the Board of Certified Safety Professionals

e. DOT: US Department of Transportation and all regulations as found in 49 CFR

f. HAZWOPER, Hazardous Waste Operations and Emergency Response, 24 hour course that is defined by OSHA in 29 CFR, 1910.120

g. HHW: Solid wastes discarded from homes or similar sources as specified in 40 CFR 261.4(b)(1) that are either hazardous wastes as listed by Environmental Protection Agency (EPA) in 40 CFR, Parts 261_3(e) or (f), or wastes that exhibit any of the following characteristics as defined in 40 CFR Parts 261.21 through 261.24: ignitability, corrosivity, reactivity, and toxicity characteristic leaching procedure (TCLP)

h. HMTA: Hazardous Materials Management Act, as defined by USDOT in 49 CFR

i. NAHMMA: North American Hazardous Materials Hazardous Materials Management Association. A nationally recognized professional organization with subject matter experts in the field of Household Hazardous Waste

j. OSHA: Occupational Safety and Health Administration, a federal agency that focuses on the safety and health of workers and additionally described in 29 CFR

k. Milk Run: a process where counties will collect materials at their facilities and the contractor will pick up these materials at a cheaper price because contractor labor is not required. Packaging and containers will be provided for the milk run commodities.

l. RCRA: Resource Conservation Recovery Act established by the Environmental Protection Agency

m. SWANA: Solid Waste Association of North America, an internationally recognized solid waste professional organization that offers credentialed certification training in Household Hazardous Waste

n. TCLP: toxicity characteristic leaching procedure, a testing procedure for characteristic hazardous waste as defined by USEPA in 40 CFR

o. TSCA: Toxic Substance Control Act, as defined by USEPA in 40 CFR

p. USEPA: The United States Environmental Protection Agency and associated regulations as found in 40 CFR

A.3. The Contractor shall provide Household Hazardous Waste (HHW) and Conditionally Exempt Small Quantity Generator (CESQG) collection services for the mobile collection events at the designated site on the date specified by the county as approved by the State. HHW is defined as solid wastes discarded from homes or similar sources as specified in 40 CFR 261.4(b)(1) that are either hazardous wastes as listed by Environmental Protection Agency (EPA) in 40 CFR, Parts 261_3(e) or (f), or wastes that exhibit any of the following characteristics as defined in 40 CFR Parts 261.21 through 261.24: ignitability, corrosivity, reactivity, and toxicity characteristic leaching procedure (TCLP). CESQG collections will be in compliance with the Tennessee Hazardous Waste Management regulations found in Rule 400-12-01, as defined in 400-12-01-.02(1)(e) and all references. A list of examples of materials that will be accepted by the State's HHW collection program is included in Attachment 3 while the list of materials specifically excluded from the program is in Attachment 4. Attachment 3 is not intended to be an exhaustive list of all materials that may be accepted at a HHW event or that will be picked up from a fixed facility, but does identify the primary categories of waste that have been collected in past events. The State may require the Contractor to operate a maximum of four (4) such units simultaneously.

A.4. The Contractor shall, within thirty (30) days of notification by the State, provide a mobile HHW/CESQG collection unit for operation at a specified location within the State of Tennessee.

A.5. The Contractor shall ensure that all mobile HHW/CESQG collection units are provided with the basic supplies and equipment necessary for:

a. controlling traffic flow, including site ingress and egress;

b. safe and efficient unloading, sorting, and packaging of HHW/CESQG wastes;

c. responding to fires, spills, and/or other such releases of HHW/CESQG wastes;

d. efficiently containerizing the collected wastes;

e. providing effective safety barriers to protect contractor personnel as well as community participants from exposure to hazardous materials. Such material components may include, but are not necessarily limited to: signs, traffic cones, barrier tape, drums, absorbent material, labels, fire extinguishers, shovels, overpack drums, plastic ground cloths, etc.; and

f. determining the weight of the wastes collected.

A.6. The Contractor shall perform the requirements of this Contract in a manner consistent with all applicable state and federal regulatory requirements including those of the Resource

Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); the Toxic Substance Control Act (TSCA); the Hazardous Materials Management Act (HMMA); the Hazardous Materials Transportation Act (HMTA); the Occupational Safety and Health Act (OSHA); and the laws, rules and regulations promulgated by the Department of Transportation (DOT). It is the intent of the State that the Contractor shall perform the requirements of this Contract with regard to reuse, recycling, treatment, and disposal of household hazardous wastes with the same standard of care as regulated hazardous waste (even though household hazardous wastes are exempt). The Contractor shall possess and submit a copy of all necessary and required federal, state, and local permits and licenses. Submission of these licenses and permits does not indicate State approval, and the State may require additional (if required) permits and licenses.

A.7. The Contractor shall furnish all necessary personnel, materials, equipment, labor, supervision, and otherwise provide all services necessary for, or incidental to, the performance of all work as defined in this Contract. Necessary equipment includes but is not limited to trucks, tents, certified scales, funnels, tables, fork lift trucks, pallet jacks, brooms and shovels, and personal protective equipment. Necessary materials include but are not limited to DOT approved shipping containers, such as drums, buckets, boxes and roll-offs; absorbent material; labels; and unknown identification kits.

A.8. The Contractor shall provide a sufficient, competent, and trained staff to collect, identify, segregate, package, weigh, store, and transport all household hazardous waste and CESQG wastes processed through the collection events or picked up at fixed locations. Proof of training (as per OSHA General Industry Standard number 1910.120) of all assigned personnel shall be required and provided to the State. All Contractor personnel at the collection sites shall be properly attired and identified by the Contractor, and are expected to present a friendly and professional image to the public.

A.9. The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services. The Contractor shall correct or revise any errors, omissions, or other deficiencies in these services.

A.10. The Contractor shall submit and provide to the State a generic spill contingency plan (to be used at each collection event site) that ensures all Contractor employees are able and prepared to contain or control any spills, fires, or releases of HHW/CESQG wastes. Such preparedness must be demonstrated by the development of a written spill contingency plan that shall provide for preventing and containing all spills at all collection sites. The spill contingency plan must be available at each mobile collection site. Additionally, the Contractor shall clean up all spills that occur during any collection event in compliance with the spill contingency plan and to the satisfaction of the State, the Tennessee Emergency Management Agency (TEMA), and other applicable state and federal agencies. All of the Contractor's employees must be thoroughly familiar with approved spill contingency plan. Submission of this spill contingency plan and subsequent contract award does not constitute State approval of all or part of the spill contingency plan.

A.11. The Contractor shall submit a site specific health and safety plan to be used at each HHW/CESQG collection event. Additionally, it shall be the responsibility of the Contractor to perform all the activities described herein in compliance with all applicable local, state, and federal laws and regulations; this includes, but is not limited to, the EPA and DOT (federal and state) requirements for packaging, marking, shipping, and labeling hazardous materials/wastes whether or not directly applicable. Submission of this health and safety plan does not constitute State approval of all or part of the health and safety plan.

A.12. The Contractor's project manager shall provide on-site supervision during all collection events. Supervision shall include, but not be limited to, overseeing the removal of household hazardous waste and CESQG wastes from vehicles, interviewing participants on the characteristics and exempt status of their wastes, and determining the appropriate handling and storage of the waste and direction of the county-provided "volunteer" staffing.

A.13. The Contractor shall establish the configuration of the collection site to allow participants to deliver waste materials in a drive-through pattern. Specific, legible instructions and traffic control signs shall be posted to inform participants of their responsibilities and to ensure the safe and smooth flow of traffic in consultation with local authorities.

A.14. The Contractor shall properly secure and render inaccessible to the public all collected waste, Contractor's equipment and county property, including trash containers. The Contractor shall provide adequate security should overnight storage of waste and Contractor equipment at a mobile collection site be deemed necessary.

A.15. The Contractor shall set up work stations, segregated and organized storage areas, and packing stations as required to maximize the efficiency of Contractor services and prevent mixing of incompatible waste materials at all locations.

A.16. The Contractor shall provide all of the necessary equipment and materials for setting up and operating the mobile HHW/CESQG collection site(s) and for picking up waste at fixed locations. All Contractor equipment shall be clean, properly maintained, and clearly identifiable.

A.17. The Contractor shall ensure that the designated collection site is completely set up and ready for operation one half hour prior to the beginning time of the collection. A separate or joint inspection may be made by the State and the Contractor's project manager. Any deficiencies noted during or after the inspection shall be corrected immediately.

A.18. The Contractor shall submit a written contingency plan describing how the Contractor will mobilize additional qualified personnel, equipment, and material as required to manage and control the activities if the State determines that the participation at a particular event exceeds the Contractor's staffing and equipment levels needed to manage a collection event properly.

A.19. The Contractor shall determine and record the weight, waste category, and container type of each container of waste generated during the collection on the master weight sheet before the materials are transported from the collection event site. Scales must be certified by the Tennessee Department of Agriculture.

A.20. The Contractor shall leave the collection site clean and environmentally safe and shall assume responsibility for the repair and restoration of any damages caused by its activities or those of its subcontractors.

A.21. The Contractor shall provide on-site identification of all wastes received. With regard to unknown materials brought to mobile collection sites or at fixed locations, the Contractor shall either:

a. Field characterize such materials to determine the appropriate handling and disposal requirements, or

b. Refuse to accept materials that cannot be adequately characterized for disposal.

A.22. In the event that a container of household hazardous waste has remaining capacity, the Contractor shall have the discretion to use the container at subsequent pick-ups or collection events. The container is to be accompanied by a container weight sheet indicating the locations and the resultant gross weight after each location, initialed by the project manager and the State site representative. The thirty (30)-day requirement specified in Section A.30 shall apply when the container is deemed to be full. This option may be revoked if the State, in its sole judgment, determines that it is being abused.

A.23. The Contractor shall comply with all transportation requirements applicable to the transport of hazardous substances and hazardous waste. Only state and federally approved containers and packing materials shall be utilized for the packaging and transport (if required) of HHW and CESQG waste. The Contractor shall be responsible for the packaging, transportation, and recycling or disposal of all materials that were collected during the operation of a mobile event, except as provided in Section A.42. The Contractor shall insure that all HHW and CESQG waste

collected by the mobile unit which cannot be recycled or beneficially reused is transported to a permitted hazardous waste treatment or disposal facility that has been pre-approved by the State.

A.24. The Contractor shall make every effort to consolidate compatible HHW materials. In order of preference, the state's material management hierarchy is: (1) reuse, (2) recycling, (3) energy recovery, (4) treatment, (5) incineration, and/or (6) landfill. Material shall be recycled whenever feasible. Furthermore, the Contractor shall bulk liquid wastes, including flammable liquids, antifreeze, and used oil whenever practical.

A.25. The Contractor shall provide a cross-reference sheet at the end of the event that lists all the containers to be shipped specifying the waste category (using the categories specified in the pricing list), the container number, container type, and gross weight of the container and waste. If roll-offs are utilized, the tare weights are to be recorded and the gross weights are to be provided in the 15-day paperwork using public weigh tickets for documentation. The cross-reference sheet should include the county and date of the event and signature lines for the project manager and State site representative. This document is to be prepared on carbon paper and a copy provided to the State after the requisite signatures are in place.

A.26. The Contractor shall promote and administer the CESQG collection including, but not limited to, conducting a pre-inventory waste survey of each generator, providing an estimated cost for disposal based on the pre-inventory waste survey, scheduling collection appointments to immediately follow HHW collection, providing transportation guidance to the generator, and providing a receipt to the generator upon delivery to the collection event. The receipt should list each waste category (using the categories specified in the pricing list), the net weight, and unit cost of each. CESQG customers shall be allowed to use multiple payment methods (cash, check or credit card); Contractor must be willing to issue an invoice to government agencies and those unable to pay at the time of service.

A.27. The Contractor shall recycle, treat, or dispose of all HHW and CESQG waste, at an appropriate facility approved in writing by the State. No wastes accepted by the Contractor may be disposed in a landfill without express written approval from the State and no such wastes may leave the United States of America without prior written approval from the State.

A.28. The Contractor shall insure that all transporters possess local, state, and federal transportation permits and licenses applicable to persons who transport hazardous waste and hazardous substances and shall comply with all local, state, and federal regulations.

A.29. The Contractor shall provide to the State a copy of all uniform hazardous waste manifests (EPA form 8700-22) or hazardous materials bills of lading, signed by the receiving facility, prepared for each collection event within fifteen (15) days from the date of the collection event.

A.30. The Contractor shall provide to the State a cross-reference sheet indicating the waste category, total net weight of HHW and CESQG materials, manifest number, and container numbers for each container of HHW and CESQG waste generated during each collection event within fifteen (15) days from the date of the collection event.

A.31. Unless specifically extended in writing by the State, the Contractor shall ensure that all waste accepted by the Contractor is recycled, treated, or properly disposed within thirty (30) days from when the Contractor accepts the waste. The Contractor shall maintain records of all waste collected. Such records shall be sufficient to account for all waste categories by weight collected during each day a mobile unit operates or from each fixed location pick up. Certificates of disposal, destruction or recycling, are required to be provided to the State in a format that is easy to track from the original manifest.

A.32. The Contractor shall, within thirty (30) days of the termination date of the Contract, provide a final report to the State summarizing the type, quantity indicating net weight and disposition of all wastes collected during the Contract period.

A.33. The Contractor shall provide HHW/CESQG collection and disposal services (as described in Section A. “Scope of Services”) in each county on the scheduled time and date furnished by the county and approved by the State (See Section A.3). Failure to appear (See Section D.24 for exceptions) at any scheduled event or pick up shall result in the Contractor being responsible for reimbursing the county and State for all costs associated with, but not limited to, planning, advertising, and personnel costs related to the planned event or pick up. Additionally, failure to appear at any scheduled collection may result in the forfeiture of the Contractor’s performance bond and immediate termination of the Contract.

A.34. Title to all HHW and CESQG wastes shall pass to the Contractor upon receipt by the Contractor of the materials from each participant at each county designated mobile collection site or at the time of the pick up from a fixed location. Furthermore, the Contractor shall sign all manifests/bills of lading for HHW as the waste generator/offeror. Materials that are diverted to the county under Section A.38 are excluded from this provision. The Contractor shall sign all manifests for CESQG wastes as the generator/offeror.

A.35. The Contractor shall provide HHW management services at permanent collection facilities, if directed to do so by the State. The requirements of Sections A.8, A.9, and A.17 through A.30 shall apply to services provided at permanent collection facilities, where applicable. The permanent collection facilities include, but are not limited to, Davidson County, Hamilton County, Knox County, and Shelby County.

A.36. Within five (5) days after notification from the State, Contractor shall make itself available to local governments for the collection of natural disaster related HHW at fixed locations. The Contractor shall offer its services to counties at the payment rates set in this contract. Counties will be required to pre-collect and sort the HHW following basic guidelines provided by Contractor.

A.37. The State reserves the right to require the Contractor to allow participants to leave their vehicles to witness the removal of material from their vehicles.

A.38. The State reserves the right to require or allow diversion of any materials collected to the county for recycling or alternative disposal by the county.

A.39. For the purpose of planning and scheduling, the State shall notify the Contractor thirty (30) days in advance of a scheduled mobile event.

A.40. The State shall require each county to conduct an advertising and public education program for the purpose of informing residents of each HHW collection event and the items to be collected. The State shall require each county to provide restroom facilities for the collection event.

A.41. The State shall require each county to provide an on-site representative at each collection for the purpose of coordinating activities and to assist with solving any problems that may arise. Each county will provide volunteers to assist with traffic flow and survey taking.

A.42. The State shall require each county to provide one (1) or more containers for the collection of non-hazardous household waste at each collection event(s) and provide for the proper disposal of the non-hazardous wastes by the county. At its discretion a county may provide additional containers for the segregation of cardboard, steel, or other recyclable materials that result from the processing of the collected HHW. The Contractor shall sort the non-hazardous wastes in accordance with the host county’s instructions. The county may establish a reuse area to divert usable household hazardous materials that are collected at the event. The reuse area may be open to residents, nonprofits, and government. If a reuse area is established, the Contractor shall segregate such materials as the county has requested to divert. One (1) hour prior to the end of the event, the reuse areas will be closed and the county may return any unwanted items to the Contractor to be disposed as HHW.

A.43. The State administers a collection program that allows qualifying counties to provide year-round collection of materials that require a lower level of expertise to manage, such as oil based paint, in anticipation of their event or to be picked up in milk runs. The Contractor shall accept the

waste for recycling, treatment, or disposal and shall provide containers for the counties to continue collecting. If scheduled, the Contractor shall pick up these wastes at the fixed location where they are stored. In some cases a special pick up may not be necessary. These collection sites and the full-scale permanent HHW facilities are both included in the fixed location category. The wastes will be properly segregated and containerized prior to pick-up. For fixed location pick-ups, the Contractor will be provided with the total quantity of materials in advance of the pick-up.

A.44. The State reserves the right to distribute information materials and conduct surveys at all collection events.

A.45. The State reserves the right to assign a State employee to each collection for the purpose of reviewing the inspecting, unloading, weighing, classifying, and verifying of all HHW and CESQG waste collected by the Contractor.

A.46. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. 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 the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

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, and 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. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

A.47. 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 July 1, 2020 ("Effective Date") and extend for a period of sixty (60) 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. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Four Million Dollars ($4,000,000.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

b. The Contractor shall be compensated based upon the following payment rates:

(1) For service performed from July 1, 2020, through June 30, 2021, the following rates shall apply:

Goods or Services Description	**Amount** (per compensable increment)
HHW Mobile Event	
Fork lift rental, when required for Mobile Event	$ Number per Day
Flammable Liquid – Mobile Event	$ Number per Pound
Flammable Solid – Mobile Event	$ Number per Pound
Corrosive Acid – Mobile Event	$ Number per Pound
Corrosive Base – Mobile Event	$ Number per Pound
Oxidizer – Mobile Event	$ Number per Pound
Reactive – Mobile Event	$ Number per Pound
Poison Solid – Mobile Event	$ Number per Pound
Poison Liquid – Mobile Event	$ Number per Pound
Oil Based Paint – Mobile Event	$ Number per Pound
Latex Paint – Mobile Event	$ Number per Pound
PCB Wastes – Mobile Event	$ Number per Pound
Elemental Mercury Containing Material – Mobile Event	$ Number per Pound
Mixed Aerosols (< 16.4 oz.) – Mobile Event	$ Number per Pound
Flammable Compressed Gas Cylinders – Mobile Event	$ Number per Cylinder
Non-flammable Compressed Gas Cylinders – Mobile Event	$ Number per Cylinder
Fire Extinguishers – Mobile Event	$ Number per Cylinder
Reactive Cylinders – Mobile Event	$ Number per Cylinder
Used Oil – Mobile Event	$ Number per Pound
Antifreeze – Mobile Event	$ Number per Pound
Non-flammable Liquids – Mobile Event	$ Number per Pound
Used Oil Filters – Mobile Event	$ Number per Pound
Rechargeable Batteries – Mobile Event	$ Number per Pound

Alkaline Batteries – Mobile Event	$ Number per Pound
Lithium Batteries – Mobile Event	$ Number per Pound
Mercury Lamps CFL, U-shaped, Circular – Mobile Events	$ Number per Pound
Mercury Lamps 4 Foot Straight Tubes – Mobile Event	$ Number per Pound
Mercury Lamps 8 Foot Straight Tubes – Mobile Event	$ Number per Pound
Medical Sharps – Mobile Event	$ Number per Pound
Smoke Detectors – Mobile Event	$ Number per Pound
CESQG wastes collected in conjunction with a scheduled Mobile Event	
Flammable Liquid – CESQG	$ Number per Pound
Flammable Solid – CESQG	$ Number per Pound
Corrosive Acid Lab Pack – CESQG	$ Number per Pound
Corrosive Acid Bulk – CESQG	$ Number per Pound
Corrosive Base Lab Pack – CESQG	$ Number per Pound
Corrosive Base Bulk – CESQG	$ Number per Pound
Oxidizer – CESQG	$ Number per Pound
Reactive – CESQG	$ Number per Pound
Poison Solid – CESQG	$ Number per Pound
Poison Liquid – CESQG	$ Number per Pound
Oil Based Paint – CESQG	$ Number per Pound
Latex Paint – CESQG	$ Number per Pound
PCB Wastes – CESQG	$ Number per Pound
Mixed Aerosols (< 16.4 oz.) – CESQG	$ Number per Pound
Elemental Mercury Containing Material – CESQG	$ Number per Pound
Flammable Compressed Gas Cylinders – CESQG	$ Number per Cylinder
Non-flammable Compressed Gas Cylinders – CESQG	$ Number per Cylinder
Fire Extinguishers – CESQG	$ Number per Cylinder
Reactive Cylinders – CESQG	$ Number per Cylinder
Used Oil – CESQG	$ Number per Pound
Antifreeze – CESQG	$ Number per Pound
Non-flammable Liquids – CESQG	$ Number per Pound
Used Oil Filters – CESQG	$ Number per Pound
Rechargeable Batteries – CESQG	$ Number per Pound
Alkaline Batteries – CESQG	$ Number per Pound
Lithium Batteries – CESQG	$ Number per Pound
Mercury Lamps CFL, U-shaped, Circular – CESQG	$ Number per Pound
Mercury Lamps 4 Foot Straight Tubes – CESQG	$ Number per Pound
Mercury Lamps 8 Foot Straight Tubes – CESQG	$ Number per Pound

Medical Sharps – CESQG	$ Number per Pound
Smoke Detectors – CESQG	$ Number per Pound
Fixed Locations, including schools and satellite locations	
Flammable Liquid – Fixed Location	$ Number per Pound
Flammable Solid – Fixed Location	$ Number per Pound
Corrosive Acid – Fixed Location	$ Number per Pound
Corrosive Base – Fixed Location	$ Number per Pound
Oxidizer – Fixed Location	$ Number per Pound
Reactive – Fixed Location	$ Number per Pound
Poison Solid – Fixed Location	$ Number per Pound
Poison Liquid – Fixed Location	$ Number per Pound
Oil Based Paint – Fixed Location	$ Number per Pound
Latex Paint – Fixed Location	$ Number per Pound
PCB Wastes – Fixed Location	$ Number per Pound
Mixed Aerosols (< 16.4 oz.) – Fixed Location	$ Number per Pound
Elemental Mercury Containing Material – Fixed Location	$ Number per Pound
Flammable Compressed Gas Cylinders – Fixed Location	$ Number per Cylinder
Non-flammable Compressed Gas Cylinders – Fixed Location	$ Number per Cylinder
Fire Extinguishers – Fixed Location	$ Number per Cylinder
Reactive Cylinders – Fixed Location	$ Number per Cylinder
Used Oil – Fixed Location	$ Number per Pound
Antifreeze – Fixed Location	$ Number per Pound
Non-flammable Liquids – Fixed Location	$ Number per Pound
Used Oil Filters – Fixed Location	$ Number per Pound
Rechargeable Batteries – Fixed Location	$ Number per Pound
Alkaline Batteries – Fixed Location	$ Number per Pound
Lithium Batteries – Fixed Location	$ Number per Pound
Mercury Lamps CFL, U-shaped, Circular – Fixed Location	$ Number per Pound
Mercury Lamps 4 Foot Straight Tubes – Fixed Location	$ Number per Pound
Mercury Lamps 8 Foot Straight Tubes – Fixed Location	$ Number per Pound
Medical Sharps – Fixed Location	$ Number per Pound
Smoke Detectors – Fixed Location	$ Number per Pound
Chemist/Supervisor – Fixed Location To perform technical duties such as waste characterization, packing, waste inventories, labeling, etc.	$ Number per Person per Hour
Technician – Fixed Location To perform non-technical duties such as unloading vehicles, packing, bulking, and loading truck.	$ Number per Person per Hour
Driver – Fixed Location	$ Number per Person per Hour

To perform transportation pick up duties, labeling, manifesting, and loading truck.	
Emergency Response Mobilization Fee (Scope of Service A.36)	
Emergency Response To Disaster Related HHW Site – Less than 150 Miles from proposer's location to fixed location	$ Number per Mobilization
Emergency Response To Disaster Related HHW Site –150 to 300 Miles from proposer's location to fixed location	$ Number per Mobilization
Emergency Response To Disaster Related HHW Site – Greater than 300 Miles from proposer's location to fixed location	$ Number per Mobilization

(2) For service performed from July 1, 2021, through June 30, 2022, the Contractor shall be compensated based upon the payment rates in Section C.3.b.(1) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in June 2021 and that figure published in the same month, 12-months prior, up to a maximum of Three and One-Half percent (3.5%).

(3) For service performed from July 1, 2022, through June 30, 2023, the Contractor shall be compensated based upon the payment rates in Section C.3.b.(2) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in June 2022 and that figure published in the same month, 12-months prior, up to a maximum of Three and One-Half percent (3.5%).

(4) For service performed from July 1, 2023, through June 30, 2024, the Contractor shall be compensated based upon the payment rates in Section C.3.b.(3) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in June 2023 and that figure published in the same month, 12-months prior, up to a maximum of Three and One-Half percent (3.5%).

(5) For service performed from July 1, 2024, through June 30, 2025, the Contractor shall be compensated based upon the payment rates in Section C.3.b.(4) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in June 2024 and that figure published in the same month, 12-months prior, up to a maximum of Three and One-Half percent (3.5%).

c. A "day" shall be defined as a minimum of eight (8) hours of service. If the Contractor provides fewer than eight hours of service in a standard twenty-four hour day, the Contractor shall bill *pro rata* for only those portions of the day in which service was actually delivered. The Contractor shall not bill more than the daily rate even if the Contractor works more than eight hours in a day.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Department of Environment and Conservation
Division of Solid Waste Management
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Ave., 14th Floor
Nashville, TN 37243

a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

(1) Invoice number (assigned by the Contractor);
(2) Invoice date;
(3) Contract number (assigned by the State);
(4) Customer account name: Department of Environment and Conservation, Division of Solid Waste Management;
(5) Customer account number (assigned by the Contractor to the above-referenced Customer);
(6) Contractor name;
(7) Contractor Tennessee Edison registration ID number;
(8) Contractor contact for invoice questions (name, phone, or email);
(9) Contractor remittance address;
(10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
(11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
(12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
(13) Amount due for each compensable unit of good or service; and
(14) Total amount due for the invoice period.

b. Contractor's invoices shall:

(1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
(2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
(3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
(4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.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. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Robert Wadley, Environmental Scientist
Department of Environment and Conservation
Division of Solid Waste Management
312 Rosa L. Parks Ave., 14th Floor
Nashville, TN 37243
robert.wadley@tn.gov
Telephone # 615-741-4907
FAX # 615-532-0199

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 effective upon receipt or recipient confirmation as may be required.

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

D.5. 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. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"),the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

D.7. 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.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation 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 under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show

proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. 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 1: Attestation Re Personnel, 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.

D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.12. 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.

D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.14. 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.

D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party 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 are not employees or agents of the other Party.

D.16 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 from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

D.17. 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, 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.

D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.

D.19. 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' fees, court costs, expert witness fees, and other litigation expenses 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.

D.20. 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"). The obligations set forth in this Section shall survive the termination of this Contract.

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 the information without entering into a business associate agreement or signing another 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.

D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq*., the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. 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 offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted 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, disqualified, or presently fall under any of the prohibitions of sections a-d.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.

D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.

D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, 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, whether written or oral.

D.28. 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 of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's

duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attestation Re Personnel Used in Contract Performance, Performance Bond, List of Acceptable Materials for HHW Collection, and List of Materials Specifically Excluded;
c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
e. any technical specifications provided to proposers during the procurement process to award this Contract; and
f. the Contractor's response seeking this Contract.

D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq*., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars ($50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars ($2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars ($1,000,000) combined with an umbrella policy for an additional one million dollars ($1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The

COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. 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 or its insurer, 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.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

    1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
    The Contractor shall maintain single limits not less than one million dollars ($1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

    1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

        i. Workers' compensation in an amount not less than one million dollars ($1,000,000) including employer liability of one million dollars ($1,000,000) per accident for bodily injury by accident, one million dollars ($1,000,000) policy limit by disease, and one million dollars ($1,000,000) per employee for bodily injury by disease.

2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

i. The Contractor employs fewer than five (5) employees;

ii. The Contractor is a sole proprietor;

iii. The Contractor is in the construction business or trades with no employees;

iv. The Contractor is in the coal mining industry with no employees;

v. The Contractor is a state or local government; or

vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).

2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars ($1,000,000) per occurrence or combined single limit.

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.34. 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 that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, 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. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

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, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. Intellectual Property Indemnity. 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 or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all

legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

E.3. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

E.4. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to Solicitation 32701-03910 (Attachment 6.2) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:
https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810.

E.5. 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 equal to one hundred percent (100%) of the Maximum Liability, Six Hundred Thousand Dollars ($600,000.00). 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 2: Performance Bond. 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.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

_____

CONTRACTOR SIGNATURE **DATE**

_____

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

DAVID W. SALYERS, P.E., COMMISSIONER **DATE**

ATTACHMENT 1

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

If the attestation applies to more than one contract, modify this row accordingly. **SUBJECT CONTRACT NUMBER:**	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON VENDOR IDENTIFICATION NUMBER:	

If the attestation applies to more than one contract, modify the following paragraph accordingly.

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

ATTACHMENT 2

PERFORMANCE BOND

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

KNOW ALL BY THESE PRESENTS:

That we,

_____

(Name of Principal)

_____

(Address of Principal)

as Principal, hereinafter called the Principal, and

_____

(Name of Surety)

_____

(Address of Surety)

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

_____

(Dollar Amount of Bond)

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

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

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

_____

(Contract Maximum Liability)

to complete Work detailed in the Scope of Services detailed in the State of Tennessee Request for Proposals bearing the RFP Number:

32701-02307

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

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

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

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

_____ day of _____, _____.

WITNESS:

_____	_____
(Name of Principal)	(Name of Surety)
_____	_____
(Authorized Signature of Principal)	(Signature of Attorney-in-Fact)
_____	_____
(Name of Signatory)	(Name of Attorney-in-Fact)
_____	_____
(Title of Signatory)	(Tennessee License Number of Surety)

ATTACHMENT 3

LIST OF ACCEPTABLE MATERIALS FOR HHW COLLECTION

1. Household Cleaners
   a. Drain openers
   b. Oven cleaners
   c. Wood and metal cleaners and polishes
   d. Toilet bowl, tub, and tile cleaners
   e. Strong disinfectants

2. Automotive Products
   a. Fuel and oil additives
   b. Grease and rust solvents
   c. Carburetor and fuel injection cleaners
   d. Air conditioning refrigerants
   e. Starter fluids
   f. Body putty
   g. Antifreeze/coolant
   h. Grease
   i. Contaminated used oil
   j. Gasoline, diesel, kerosene
   k. Welding supplies

3. Home Maintenance and Improvement Products
   a. Oil based paint, varnish, stains, sealers (**fixed locations only**)
   b. Paint and varnish thinners, strippers, and removers
   c. Adhesives
   d. Epoxies

4. Lawn and Garden Products
   a. Herbicides
   b. Pesticides
   c. Fungicides / wood preservatives
   d. Fertilizers

5. Miscellaneous
   a. Dry-cell batteries
   b. Fingernail polish remover
   c. Pool chemicals
   d. Photographic processing chemicals
   e. Prescription and OTC medicines / drugs
   f. Aerosols / compressed gas (e.g., acetylene, refrigerants, propane)
   g. Elemental mercury / mercury-containing devices (e.g., thermometers, thermostats)
   h. Mercury containing lamps (e.g., fluorescent tubes, compact fluorescent bulbs)
   i. Medical sharps
   j. Smoke detectors

ATTACHMENT 4

LIST OF MATERIALS SPECIFICALLY EXCLUDED

1. Explosives or Ordnance (e.g., ammunition, DOT Class A, B, or C explosives)
2. Radioactive Compounds (e.g., Americium or Smoke Detectors, Uranium, Thorium Nitrate)