



**STATE OF TENNESSEE  
DEPARTMENT OF ENVIRONMENT AND CONSERVATION**

**REQUEST FOR PROPOSALS  
FOR  
SERVICES FOR TENNESSEE STATE PARKS WEBSITE AND MOBILE APPLICATION  
REDEVELOPMENT**

**RFP # 32701-04723**

**RFP CONTENTS**

**SECTIONS:**

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

**ATTACHMENTS:**

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

## 1. INTRODUCTION

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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.

### Statement of Procurement Purpose

The State is seeking proposals from qualified interactive and marketing consultants to plan, design, develop, and market a comprehensive, State-hosted website and mobile application for Tennessee State Parks. This Request for Proposal is being issued as a multi-task project, detailed in the attached scope of work.

TNStateParks.com is the central hub of the digital marketing strategy. Everything Tennessee State Parks undertakes – from social media management to email marketing – drives users back to this website.

The current purposes of TNStateParks.com include:

- Drive overnight bookings at Tennessee State Parks
- Develop brand awareness about Tennessee State Parks
- Educate about key assets and attractions
- Drive event/program attendance and revenue
- Drive group sale revenue
- Foster opportunities for giving back (volunteering and donating)
- Provide information about activities and adventures one might enjoy in the parks
- Ensure visitors have safe, responsible recreation experiences

By investing in a new website, Tennessee State Parks can reach more current and potential visitors and drive increased website conversions, which will result in additional revenue to Tennessee State Parks, tourism to the state of Tennessee, and economic development in the rural counties of Tennessee.

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

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

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

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

### 1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The

Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

#### 1.4. RFP Communications

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

**RFP # 32701-04723**

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](mailto: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/general-services/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:

Rachael Maitland, Program Manager  
 Department of Environment and Conservation  
 William R. Snodgrass Tennessee Tower  
 312 Rosa L. Parks Ave., 2nd Floor  
 Nashville, TN 37243  
 615-852-1513  
 TDEC.TitleVI@tn.gov

1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.

1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response. It is encouraged for Respondents 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 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:

# Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 251 232 160 453

Passcode: ZTaUbA

[Download Teams](#) | [Join on the web](#)

**Join with a video conferencing device**

stateoftn@m.webex.com

Video Conference ID: 116 584 084 5

[Alternate VTC instructions](#)

**Or call in (audio only)**

[+1 629-209-4396,,677984523#](#) United States, Nashville

Phone Conference ID: 677 984 523#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

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 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. **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		October 2, 2023
2. Disability Accommodation Request Deadline	2:00 p.m.	October 5, 2023
3. Pre-response Conference	10:00 a.m.	October 6, 2023
4. Notice of Intent to Respond Deadline	2:00 p.m.	October 13, 2023
5. Written "Questions & Comments" Deadline	2:00 p.m.	October 23, 2023
6. State Response to Written "Questions & Comments"		November 13, 2023
7. Response Deadline	2:00 p.m.	November 20, 2023
8. State Schedules Respondent Oral Presentation		November 30, 2023
9. Respondent Oral Presentation		December 4-7
10. State Completion of Technical Response Evaluations		December 20, 2023
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	December 21, 2023
12. Negotiations	2:00 p.m.	December 28, 2023
13. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	January 4, 2024
14. End of Open File Period		January 11, 2024
15. State sends contract to Contractor for signature		January 12, 2024
16. Contractor Signature Deadline	2:00 p.m.	January 19, 2024

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 RFP Section 1.8).

### 3. RESPONSE REQUIREMENTS

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#### 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 should duplicate and 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 email 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 original Technical Response and Cost Proposal documents and copies as specified 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 # 32701-04723 TECHNICAL RESPONSE ORIGINAL"**

and EIGHT (8) 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 clearly labeled:

**"RFP # 32701-04723 TECHNICAL RESPONSE COPY"**

The customer references should be delivered by each reference in accordance with RFP Attachment 6.4. Reference Questionnaire.

##### 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 # NUMBER COST PROPOSAL ORIGINAL"**

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

#### 3.2.2.2. E-mail 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 be clearly identified as follows:

**"RFP # 32701-04723 TECHNICAL RESPONSE"**

The customer references should be delivered by each reference in accordance with RFP Attachment 6.4. Reference Questionnaire.

3.2.2.2. Cost Proposal:

The Cost Proposal should be in the form of one (1) digital document in “PDF or “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 # 32701-04723 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 and digital copies must be placed in a sealed package that is clearly labeled:

**“DO NOT OPEN... RFP # 32701-04723 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 # 32701-04723 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 # 32701-04723 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”**

3.2.3.4. Any Respondent wishing to submit a Response in a format other than digital may do so by contacting the Solicitation Coordinator.

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](mailto: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.
- 3.3.9. This RFP is also subject to Tenn. Code Ann. § 12-4-101—105.

### 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

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### 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 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](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.

Notwithstanding the above, *pro forma* Contract section A.12 provides for limited service "change orders" without a formal Contract Amendment upon the documented mutual agreement by the Parties.

#### 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

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### 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
<b>General Qualifications &amp; Experience</b> (refer to RFP Attachment 6.2., Section B)	<b>10</b>
<b>Technical Qualifications, Experience &amp; Approach</b> (refer to RFP Attachment 6.2., Section C)	<b>50</b>
<b>Oral Presentation</b> (refer to RFP Attachment 6.2., Section D)	<b>10</b>
<b>Cost Proposal</b> (refer to RFP Attachment 6.3.)	<b>30</b>

### 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. The Solicitation Coordinator will invite each apparently responsive and responsible Respondent to make an Oral Presentation.
  - 5.2.1.5.1. The Oral Presentations are mandatory. The Solicitation Coordinator will schedule Respondent Presentations during the period indicated by the RFP Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent Presentation schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.
  - 5.2.1.5.2. Respondent Presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.
  - 5.2.1.5.3. Oral Presentations provide an opportunity for Respondents to explain and clarify their responses and for the State to test to better understand the practical application of the good or service as applicable. Respondents must not materially alter their responses and Presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed or provided during Oral Presentations.
  - 5.2.1.5.4. The State will maintain an accurate record of each Respondent's Oral Presentation session. The record of the Respondent's Oral Presentation shall be available for review when the State opens the procurement files for public inspection.
  - 5.2.1.5.5. Proposal Evaluation Team members will independently evaluate each Oral Presentation in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D.
  - 5.2.1.5.6. The Solicitation Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D, and record that number as the score for Respondent's Technical Response section.
  - 5.2.1.6. 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 # 32701-04723 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:**

\_\_\_\_\_

## RFP ATTACHMENT 6.2. — Section A

## TECHNICAL RESPONSE &amp; EVALUATION GUIDE

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

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i> ).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).	
	<b>A.1.</b>	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.	
	<b>A.2.</b>	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest ( <i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict.  NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	<b>A.3.</b>	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.	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Response Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section A— Mandatory Requirement Items</b>	<b>Pass/Fail</b>

## RFP ATTACHMENT 6.2. — SECTION B

## TECHNICAL RESPONSE &amp; 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.

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
	<b>B.1.</b>	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	<b>B.2.</b>	Describe the Respondent's form of business ( <i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	<b>B.3.</b>	Detail the number of years the Respondent has been in business.
	<b>B.4.</b>	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	<b>B.5.</b>	Describe the Respondent's number of employees, client base, and location of offices.
	<b>B.6.</b>	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>B.7.</b>	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	<b>B.8.</b>	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>B.9.</b>	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>B.10.</b>	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: <ul style="list-style-type: none"> <li>(a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;</li> <li>(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></li> <li>(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.</li> </ul>
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: <ul style="list-style-type: none"> <li>(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.</li> <li>(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: <ul style="list-style-type: none"> <li>(i) contract description;</li> <li>(ii) contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran-owned or persons with disabilities);</li> <li>(iii) contractor contact name and telephone number.</li> </ul> </li> <li>(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: <ul style="list-style-type: none"> <li>(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 <b>DO NOT INCLUDE DOLLAR AMOUNTS</b>);</li> <li>(ii) anticipated goods or services contract descriptions;</li> <li>(iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.</li> </ul> </li> </ul>

## RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at <a href="https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810">https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810</a> for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>
	<b>B.16.</b>	<p>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:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p>
	<b>B.17.</b>	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <p>(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.</p>
	<b>B.18.</b>	<p>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:</p> <ul style="list-style-type: none"> <li>• two (2) accounts Respondent currently services that are similar in size to the State; and</li> <li>• three (3) completed projects.</li> </ul> <p>References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed</p>

**RFP ATTACHMENT 6.2. — SECTION B (continued)**

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
		<p>project and another reference about a currently serviced account. The individual contact reference provided for each contract or project shall not be a current State employee of the procuring State agency. Procuring State agencies that accept references from another State agency shall document, in writing, a plan to ensure that no contact is made between the procuring State agency and a referring State agency. The standard reference questionnaire should be used and completed and 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 must follow all instructions provided on RFP Attachment 6.4.</p>
<p><b>SCORE (for <u>all</u> Section B—Qualifications &amp; Experience Items above):</b> (maximum possible score = 10)</p>		
<p><i>State Use – Evaluator Identification:</i></p>		

**RFP ATTACHMENT 6.2. — SECTION C**

**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH.** The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	<b>C.1.</b>	Provide a narrative that illustrates the Respondent’s understanding of the State’s requirements and project schedule.		1	
	<b>C.2.</b>	Provide examples of at minimum one successful website or mobile application development involving website strategy, discovery, user-experience strategy, content development, design, front-end and back-end development, third-party integration, testing, and post-launch reporting.  Evidence from the previously successful website or mobile application development(s) should include screenshots from before and after development, project management plan, processes, metrics, sample reports, reporting dashboard, and project budget to best illustrate expectations. Please include any examples of developing inclusive and accessible web and mobile experiences.		5	
	<b>C.3.</b>	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. <ul style="list-style-type: none"> <li>• Describe specific review approaches that will be used for various phases of the project and provide examples of milestone deliverables.</li> <li>• Provide examples of the project management process and tools that will be used during the term of this contract. Highlight any unique experience, capabilities, or approaches that will help the State manage this project.</li> </ul>		3	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		Provide a draft project management plan with timeframe, implementation, testing, and ongoing support.			
	<b>C.4.</b>	Demonstrate the Respondent's technical expertise. Describe the tools, technologies, and systems proposed for the development and implementation of the website and mobile application.		5	
	<b>C.5.</b>	Demonstrate the level of creativity and execution produced by the Respondent. Showcase a creative campaign executed by the Respondent. Include creative process, client approval process, and what metrics might be in place to measure effectiveness.		3	
	<b>C.6.</b>	Provide a narrative that illustrates the Respondent's experience in travel, tourism, and hospitality marketing.		2	
	<b>C.7.</b>	Provide a narrative that illustrates the Respondent's experience in search engine optimization and paid search placement.		3	
	<b>C.8.</b>	Provide examples of training resources and materials previously created by the Respondent that demonstrates the Respondent's ability to train staff on technical topics.		2	
	<b>C.9.</b>	Provide a narrative that describes the Respondent's capability to handle the workload described in the Pro Forma Contact Scope of Services.		5	
	<b>C.10.</b>	Provide a detailed narrative of the Respondent's standard methods of reporting.		4	
	<b>C.11.</b>	Describe the use of any subcontractors that may be used in the redevelopment of a website project. Please highlight any experience using subcontractors for past projects and the anticipated role of subcontractors in this effort		4	
	<b>C.12.</b>	Provide a narrative that illustrates the Respondent's experience consolidating customer data, cross-channel data integration, and segment personalization.		5	
	<b>C.13.</b>	Provide a narrative of the Respondent's testing and quality assurance process prior to deployment.		3	
<p><i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i></p>					<p><b>Total Raw Weighted Score:</b> (sum of Raw Weighted Scores above)</p>

<b>RESPONDENT LEGAL ENTITY NAME:</b>						
<b>Response Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section C— Technical Qualifications, Experience &amp; Approach Items</b>	<b>Item Score</b>	<b>Evaluation Factor</b>	<b>Raw Weighted Score</b>	
		<b>Total Raw Weighted Score</b> <hr/> <b>Maximum Possible Raw Weighted Score</b> <i>(i.e., 5 x the sum of item weights above)</i>			<b>X 50</b> <i>(maximum possible score)</i>	<b>= SCORE:</b>
<i>State Use – Evaluator Identification:</i>						
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>						

**RFP ATTACHMENT 6.2. — SECTION D**

**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION D: ORAL PRESENTATION.** The Respondent must address ALL Oral Presentation Items (below). A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the oral presentation or field test 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.

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Oral Presentation Items</b>	<b>Item Score</b>	<b>Evaluation Factor</b>	<b>Raw Weighted Score</b>
D.1. Provide an overview of at least one current or previous example of building an interactive, responsive website of similar complexity.  Evidence from the previously successful project(s) should include goals, screenshots from before and after redesign, project management plan, processes, metrics, sample reports, and project budget.		<b>5</b>	
D.2. Demonstrate how the Respondent quantifies and reports the success of the website and mobile application.		<b>2</b>	
D.3. Based on latest trends, demonstrate where Tennessee State Parks digital infrastructure should be headed and any ideas beyond what is presented initially in the scope.		<b>2</b>	
<b>Total Raw Weighted Score</b> <i>(sum of Raw Weighted Scores above):</i> The Solicitation Coordinator will use this sum and the formula below to calculate the score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
<b>total raw weighted score</b>  <b>maximum possible raw weighted score</b> <i>(i.e., 5 x the sum of item weights above)</i>		<b>X 10</b> <i>(maximum section score)</i>	<b>= SCORE:</b>
<i>State Use – Evaluator Identification:</i>			

*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.

<b>RESPONDENT SIGNATURE:</b>				
<b>PRINTED NAME &amp; TITLE:</b>				
<b>DATE:</b>				
<b>RESPONDENT LEGAL ENTITY NAME:</b>				
Cost Item Description	Proposed Cost	State Use Only		
		Evaluation Factor		Evaluation Cost (cost x factor)
Systems and Integration Requirements Phase; Pro Forma Contract Scope of Services A.3.	\$ <b>Number</b>	1		
Business Requirements Phase; Pro Forma Contract Scope of Services A.3.	\$ <b>Number</b>	1		
Discovery Phase; Pro Forma Contract Scope of Services A.3.	\$ <b>Number</b>	1		
User Experience Phase; Pro Forma Contract Scope of Services A.3.	\$ <b>Number</b>	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)
Content Audit and Content Definition Phase; Pro Forma Contract Scope of Services A.3.	\$  Number	1		
Website and Mobile App Design Phase; Pro Forma Contract Scope of Services A.3.	\$  Number	1		
SEO Phase; Pro Forma Contract Scope of Services A.3.	\$  Number	1		
Content Development Phase; Pro Forma Contract Scope of Services A.3.	\$  Number	1		
Website and Mobile App Development/Configuration Phase; Pro Forma Contract Scope of Services A.3.	\$  Number	1		
Website and Mobile App Testing & Quality Assurance Phase; Pro Forma Contract Scope of Services A.3.	\$  Number	1		
Website and Mobile App Deployment Phase; Pro Forma Contract Scope of Services A.3.	\$  Number	1		
Website and Mobile App Training Phase; Pro Forma Contract Scope of Services A.3. and A.8.	\$  Number	1		
Ongoing Account, Project and Billing Management; Pro Forma Contract Scope of Services A.4.	\$  / per month	60		

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:				
Cost Item Description	Proposed Cost	Evaluation Factor	State Use Only	
				Evaluation Cost (cost x factor)
Ongoing Website Content Updates; Pro Forma Contract Scope of Services A.3. (payable only after the State accepts the website as complete and the website is live)	\$  /per month	48		
New Feature Implementation; Pro Forma Contract Scope of Services A.3. (payable only after the State accepts the website as complete and the website is live)	\$  /per month	48		
Ongoing Website and Mobile Technical Support; Pro Forma Contract Scope of Services A.9. (payable only after the State accepts the website as complete and the website is live)	\$  /per month	48		
Dashboard Development; Pro Forma Contract Scope of Services A.3. and A.6.	\$  Number	1		
Ongoing Reporting and Dashboard Management; Pro Forma Contract Scope of Services A.3. and A.6. (payable only after the State accepts the website as complete and the website is live)	\$  /per month	48		
Ongoing Testing and Quality Assurance; Pro Forma Contract Scope of Services A.3. and A.7. (payable only after the State accepts the website as complete and the website is live)	\$  /per month	48		
Ongoing Website and Mobile Application Training; Pro Forma Contract Scope of Services A.3. and A.8. (payable only after the State accepts the website as complete and the website is live)	\$  /per year	5		

**RFP ATTACHMENT 6.3. (continued)**

<b>RESPONDENT LEGAL ENTITY NAME:</b>				
Cost Item Description	Proposed Cost	Evaluation Factor	State Use Only	
				Evaluation Cost (cost x factor)
Customization services under Pro Forma Contract Scope of Services A.11.	\$  / per hour	500		
Change orders under Pro Forma Contract Scope of Services A.12.	\$  / per hour	1		
<b>EVALUATION COST AMOUNT</b> (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.				
<b>lowest evaluation cost amount from all proposals</b>		<b>x 30</b> (maximum section score)	<b>=</b> <b>SCORE</b> <b>:</b>	
evaluation cost amount being evaluated				
State Use – Solicitation Coordinator Signature, Printed Name & Date:				

## REFERENCE QUESTIONNAIRE

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

The Respondent will be solely responsible for obtaining completed reference questionnaires as detailed below.. Provide references from individuals who are not current State employees of the procuring State Agency for projects similar to the goods or services sought under this RFP and which represent:

- two (2) contracts Respondent currently services that are similar in size and scope to the services required by this RFP; and
- three (3) completed contracts that are similar in size and scope to the services required by this RFP.

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 individual contact reference provided for each contract or project shall not be a current State employee of the procuring State agency. Procuring State agencies that accept references from another State agency shall document, in writing, a plan to ensure that no contact is made between the procuring State agency and a referring State agency. The standard reference questionnaire, should be used and completed, and is provided on the next page of this RFP Attachment 6.4.

In order to obtain and submit the completed reference questionnaires following 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;
  - (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.

Email:

- (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 a reference questionnaire to each reference.
- (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's Name] Reference for RFP # 32701-04723".

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 e-mails 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.

**RFP # 32701-04723 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:**

- e-mail the completed questionnaire to:  
Shane Gibson, Sourcing Account Specialist  
[Shane.Gibson@tn.gov](mailto: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.**

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

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

- (4) **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.**
  
  
  
  
  
  
  
  
  
  
- (5) **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.**
  
  
  
  
  
  
  
  
  
  
- (6) **How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?**

**REFERENCE SIGNATURE:**

(by the individual completing this request for reference information)

---

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

**DATE:**



**RFP ATTACHMENT 6.5.**

**SCORE SUMMARY MATRIX**

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
<b>GENERAL QUALIFICATIONS &amp; EXPERIENCE</b> (maximum: 10)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH</b> (maximum: 50)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>ORAL PRESENTATION</b> (maximum: 10)						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>COST PROPOSAL</b> (maximum: 30)	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	
<b>TOTAL RESPONSE EVALUATION SCORE:</b> (maximum: 100)						

*Solicitation Coordinator Signature, Printed Name & Date:*

**RFP # 32701-04723 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 services for Tennessee State Parks website and mobile application redevelopment, 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. **Application Programming Interface (API):** a set of defined rules and protocols that allows an interface to transmit data between software programs.
- b. **Budget Management Report:** a document of all monthly billing that includes a recap of the full scope of work, deliverables achieved each month that correspond to delivered invoices, past progress, and anticipated future costs.
- c. **Communications Management Plan:** a plan which describes how all project deliverables and content development are planned and delivered to the State, and how the Contractor will request feedback and incorporate multiple iterations in response to feedback, subject to approval by the State, which shall include methods of communication such as meeting agendas and minutes, protocols for webcast meetings, standards for information to be included in communications, and timing for dissemination of materials.
- d. **Content:** any textual, aural, or visual content published on the website and mobile application, i.e., any creative element, for example, text, animation, images, data, audio, and video.
- e. **Dashboard:** an easy to read, real-time user-interface, showing a graphical presentation of the current status and historical trends of key performance metrics and data related to a website and mobile app's performance and marketing efforts that allows Users to monitor and analyze the effectiveness of the website, mobile application, and marketing strategies in real-time.
- f. **Focus Group:** a group of people assembled that represent identified Key Audiences to participate in a guided discussion about the website and mobile application before the deliverables are released.
- g. **Initial Transition Management Plan:** describes the transition of website management and mobile application from current vendor to the Contractor, if applicable, will be facilitated.
- h. **Key Audiences ("Audiences"):** the key individuals and groups of individuals for which the website and mobile application is intended to reach.
- i. **Key Performance Indicators (KPI):** quantifiable metrics used to evaluate success.
- j. **Monitoring Results Report:** a plan or report developed after monitoring to share findings, recommendations, and steps to correct findings.
- k. **Operating System:** type of software that supports a computer's basic functions and provides a platform for other software to run on.
- l. **Project Management Plan:** a project and communication plan to serve as the guiding project development and support document or project management tool composed of all activities, the links between them, priorities, expected outputs, time frames, anticipated difficulties, and those responsible for carrying out each activity. This should include processes and

procedures to manage and control changes to the plan and how critical issues are escalated appropriately and resolved in a timely manner.

- m. **Search Engine Marketing (SEM):** digital marketing strategy that aims to increase a website's visibility in search engine results pages through paid advertising.
- n. **Search Engine Optimization (SEO):** improving a website's visibility in organic (non-paid) search engine results.
- o. **Staging Site:** a fully operational version of the website that can be used for quality control and during the testing periods.
- p. **Stakeholders:** the key individuals and groups of individuals for which are impacted and invested in the development of the website and mobile application, which shall include the full range of necessary Department of Environment and Conservation personnel, representatives from the State's current contractors, and teams and personnel from the State's other departments.
- q. **User:** shall refer to any individual who may access or use the services and products outlined in this Contract.
- r. **User Engagement Plan:** a plan that describes processes and procedures for how the Contractor will engage with the Key Audiences and Users, including tasks, questions, format, and how results will be delivered for Focus Groups and User Feedback and Testing.
- s. **User Feedback and Testing:** a process allowing Users to test the current website and the redesigned website and mobile app in multiple browser types as it will be delivered in which the Contractor will document any performance or outcome issues to correct before production.
- t. **Website and Content Management System (CMS):** is a software content management system (CMS) specifically for web content. It provides website authoring, collaboration, and administration tools that help State Users with little knowledge of web programming languages or markup languages create and manage website content.
- u. **Website Hosting:** underlying infrastructure to house the website and mobile application shall be built so that it can be hosted/deployed on the State's cloud infrastructure and cloud platform.

A.3. Project Overview, Phases and Deliverables: The Contractor shall plan, design, develop, and market a comprehensive website and mobile application for Tennessee State Parks, as more fully described in this Contract. The Contractor shall perform work according to key project phases. The phases and their associated deliverables shall be identified by the Contractor and approved by the State in the Project Management Plan. At a minimum, the Contractor shall include a systems requirement phase; business requirement phase; discovery and user experience phase; content audit and content definition phase; website and mobile application design phase; SEO phase; content development phase; website and mobile application development/configuration phase; website and mobile app testing and quality assurance phase; website and mobile app deployment phase, website and mobile app training phase; ongoing account, project, and billing management; ongoing website content updates and new feature implementation; ongoing training; ongoing website and mobile technical support; and ongoing reporting and Dashboard management.

- a. The Contractor shall work closely with the State to fully review and define each phase (and/or sub-phases) of the Project and all required deliverables, which will be detailed in the Project Management Plan. The Contractor shall present an initial draft of the Project Management Plan no later than two (2) months after the Contract Effective Date as defined in Section B unless otherwise agreed to by the Contractor and the State.
- b. The Contractor shall complete implementation of the launch of the website, mobile application, and Dashboard within twelve (12) months once the Project Management Plan is delivered, unless otherwise agreed to by the State. Other releases shall be scheduled, as needed and as approved by the State.
- c. Payment milestones are contingent upon the State's approval of all phase deliverables. The State shall review all deliverables to determine fitness of use according to the following process:
  - (1) As requested by the State, the Contractor shall conduct a walkthrough of the deliverable prior to submission with appropriate State staff.

- (2) Following submission of a deliverable, the Contractor shall adhere to the following process, unless otherwise agreed to by the State.
  - a. State Marketing Review. The State marketing team shall review and either approve or reject each deliverable. A rejection shall be accompanied by a list of feedback and necessary changes.
  - b. Contractor Update(s). The Contractor shall make any changes identified by the State and resubmit the deliverable.
  - c. State Stakeholder Review. The State's necessary Stakeholders shall review and approve or reject each deliverable. A rejection shall be accompanied by a list of feedback and necessary changes.
  - d. Contractor Update(s). The Contractor shall make any changes identified by the State and resubmit the deliverable.
  - e. State Acceptance. Following submission (or resubmission), acceptance of the Contractor's deliverable shall be communicated via the approved correspondence process. No deliverable shall be considered final or eligible for payment until it has been formally accepted by the State.
  
- (3) The standard timeframe for the State's review and Contractor's updates for each deliverable shall be defined in the Project Management Plan and agreed to by the State.

A.4 The required minimum deliverables for each phase shall include the following:

a. Systems and integration requirement phase

- (1) Identify a prioritized list of features, functions, and systems required for the website and mobile application, including hosting, CMS, and other recommended technical and software requirements
- (2) Define technical integration points and develop plan to integrate third-party services
- (3) Deliver an Initial Transition Management Plan
- (4) Secure logins for necessary systems and determine plan to acquire required systems
- (5) Define Stakeholders, which shall include the full range of necessary Department of Environment and Conservation personnel, representatives from the State's current contractors, and teams and personnel from the State's other departments.
- (6) Outline expectations for each Stakeholder, develop and manage all communication to Stakeholders and schedule meetings
- (7) Host Stakeholder interviews and provide a recap of all feedback from Stakeholder interviews

b. Business requirement phase

- (1) Define Stakeholders, which shall include the full range of necessary Department of Environment and Conservation personnel, representatives from the State's current contractors, and teams and personnel from the State's other departments.
- (2) Outline expectations for each Stakeholder, develop and manage all communication to Stakeholders and schedule meetings
- (3) Host Stakeholder interviews and provide a recap of all feedback from Stakeholder interviews
- (4) Lead at least two (2) in-person planning meetings between the State and Contractor within sixty (60) days of the Contract Start Date at a location selected by the State. The in-person meetings shall be scheduled for, at minimum, four (4) hours each. All travel and associated costs for attending the in-person planning meetings shall be covered by the Contractor at no expense to the State. These meetings may be switched from in-person to virtual at the State's discretion. The Contractor shall schedule and lead each meeting and shall be responsible for proposing the agenda, list of attendees from identified Stakeholders and for developing the materials for each meeting.
- (5) Define and align clear KPIs for website and mobile application based on broader Tennessee State Parks marketing and business goals

- (6) Define and identify what metrics, sources, and tools are needed for the reporting Dashboard
- (7) Define Key Audiences that should include a full range of Tennessee State Parks distinct audience groups with unique needs and preferences, e.g., Outdoor Enthusiasts, Families and Children, Individuals with Disabilities, Educators, etc.

#### c. Discovery phase

- (1) Deliver a User Engagement Plan
- (2) Identify Users and manage all communication to Users
- (3) Host User Focus Groups at least one (1) per Key Audience to understand needs and pain points and provide a recap of all feedback and key insights from Focus Groups
- (4) Complete User Feedback and Testing on existing website and mobile application to understand areas of improvement
- (5) Provide report of the current competitive landscape of at least six (6) state park and tourism entities and identify any industry best practices
- (6) Provide and refine insights and personas for each identified key audience
- (7) Explore and determine solution and approach for multilingual Content

#### d. User experience phase

- (1) Provide User experience journeys and conversion funnels for each identified key audience at different stages of the buying journey
- (2) Develop website and mobile application wireframes and clickable prototypes
- (3) Develop information architecture and recommended navigation and sitemap for a phased launch approach, including all current and future subdomains (i.e., shop.tnstateparks.com, kids.tnstateparks.com)
- (4) Identify opportunities for cross-connection across our main website, subdomains (reserve.tnstateparks.com and shop.tnstateparks.com), digital marketing platforms and data integration based on our established goals
- (5) Identify best practices to display and increase User engagement with maps across website and mobile app integrating ERSI and ArcGIS
- (6) Identify opportunities to increase website and mobile application accessibility and ensure [508 compliance](#) (more information at [www.section508.gov](http://www.section508.gov)) is met

#### e. Content audit and content definition phase

- (1) Perform an audit of current website and mobile application content
- (2) Outline what current Content will be used and what future Content will need to be acquired
- (3) Determine what Content will be dynamic vs. static
- (4) Determine repeated components across website
- (5) Determine what page templates are needed sitewide
- (6) Develop recommended specifications, including minimum and maximum character count per section, location of images, videos, special features, and call-to-action direction based on wireframes

#### f. Website and mobile application design phase

- (1) Provide at least three (3) design concepts for the State to select one (1). Each concept should have a unique look, feel and rationale why this direction was delivered.
- (2) Further establish concept, including language, design, and visual style based on the State's selected direction.
- (3) Develop a website brand style guide by leveraging the existing Tennessee State Park brand style guide. Guide should include approved language, design and visual style, including but not limited to: typography and specifications of the font families and type choices for headings, subheads, body text, and other text elements and usage guidelines; color palette and instructions where and how to apply each color for various elements such as backgrounds, buttons, and accents; layout and grid framework and

specifications of spacing and aligning rules; buttons and interactive elements and specifications for their appearance, size, shape, hover or focus effects, and consistent usage across the website; imagery and graphics guidelines and specifications of image dimensions, file formats, image treatment or filters, and guidelines for sourcing or creating visuals that align with the brand's style and tone; accessibility and specifications of areas such as color contrast ratios, alt text for images, keyboard navigation, and other accessibility considerations; style and tone for the website's written Content and specifications for language, tone of voice, grammar, punctuation, and usage of specific commonly used terms or phrases; multilingual considerations and specifications of how design elements, such as text formatting, navigation, and images, will adapt to different languages; the style guide may include visual examples and references that demonstrate the correct implementation of the design guidelines.

- (4) Design creation of necessary page templates across the website and design with a mobile-first approach (both phone browser and mobile application) then toward responsive compatibility with desktop and tablet

#### g. SEO phase

- (1) Complete keyword research
- (2) Develop metadata (page and image titles and descriptions) for each page and optimized for maximum visibility in search engine results
- (3) Complete redirect mapping and ensuring no broken links
- (4) Complete full sitemap and ensure sitemap is uploaded and crawlable on search engines
- (5) Develop and implement a strategy to acquire high-quality external links from reputable websites that are relevant to outdoor recreation industry
- (6) Identify any other SEO actions to be completed by Contractor ongoing

#### h. Content development phase

- (1) Develop a plan to acquire Content needed for the website based on approved site templates and site architecture
- (2) Acquire and build Content repository of all sitewide Content prior to loading to CMS, including editing existing content and/or developing new content (copy, animation, photography, video production, etc.)
- (3) Develop and implement multilingual Content or translation management system that streamlines the translation process across website and mobile app and allows for easy Content updates and allows Users to switch between different language options on website

#### i. Website and mobile application development/configuration phase

- (1) Create HTML/CSS markup for each design layout
- (2) Optimize and export all layout graphics for fast load times
- (3) Install and setup a web-based Content Management System (CMS)
- (4) Complete configuration and template creation for the web-based CMS
- (5) Create custom template logic and functionality development for the web-based CMS
- (6) Load all Content into CMS, including identified languages
- (7) Complete testing on website staging server
- (8) Incorporate all necessary accessibility features based on identified goals and requirements
- (9) Complete back-end coding, technical and third-party integrations, SSL and hosting requirements
- (10) Complete custom software development and mobile application development

#### j. Website and mobile app testing & quality assurance phase

- (1) Complete testing for cross-browser and cross-device compatibility on all major browsers and devices. This list should be defined in the systems and integration requirement phase
- (2) Complete User Feedback and Testing to ensure functionality of features of website
- (3) Ensure all site requirements and goals are met prior to launch
- (4) Review site for any technical or Content errors

k. Website and mobile app deployment phase

- (1) Load all Content into CMS, including identified languages
- (2) Complete testing on website production server
- (3) Ensure integration across all internal and third-party systems, i.e., reservation systems, GIS capabilities, mobile applications, email marketing, social media, Shopify, and Google Analytics
- (4) Ensure necessary steps are completed to deploy mobile application on Apple and Google Play stores
- (5) Develop promotional materials for Apple and Google Play stores including artwork and description

l. Website and mobile app training phase

- (1) Hold any training sessions at the completion of the launch
- (2) Develop videos, training materials and other manuals to equip internal staff with a solid understanding of how to use the CMS system and any technical requirements in preparation for staff turnover or staff growth

m. Ongoing account, project and billing management

- (1) Deliver and continuously maintain a defined and detailed Project Management Plan composed of all activities, the links between them, priorities, expected outputs, time frames, budget, and those responsible for carrying out each activity
- (2) Develop a weekly project status report and executive status report containing the elements and, in the format, specified or approved by State throughout the Contract Term. The project status reports shall address risks and issues, and track weekly progress against expected milestones and deadlines defined in the Project Management Plan, and the executive status reports shall be prepared to be State leader-facing in a format proposed by the Contractor and approved by the State
- (3) Lead and participate in all status meetings with the State marketing team and as requested by the State. There shall be at minimum one status meeting per week. The weekly meetings shall be scheduled for one (1) hour with proposed agendas or meeting Content submitted to the State prior to the meeting at a timeframe agreed upon in approved plans
- (4) During the status meeting,
- (5) the Contractor will review the project schedule and discuss progress made against the State approved project schedule's projected dates since the last meeting and discuss any risks or issues impacting the project schedule's scope, cost and deliverables, and risk mitigation approaches. This status report shall include detailed progress and variance reports in support of payment milestone reviews
- (6) Deliver and continuously maintain a monthly Budget Management Report of all invoices that recap actions achieved, past progress, and anticipated costs
- (7) Deliver and continuously maintain a Communications Management Plan that describes how all project deliverables and Content development are planned and delivered, and how the Contractor will request feedback and incorporate multiple iterations in response to feedback
- (8) Take minutes and record lists of participants, for all meetings including, but not limited to, management meetings, status meetings, and Focus Groups convened under this Contract



n. Ongoing website content updates

- (1) Complete ongoing Content development based on latest recommendations, reporting, and Tennessee State Parks growth
- (2) Complete ongoing updates to the website brand style guide

o. New feature implementation

- (1) Complete ongoing new integration of website and mobile application features

p. Ongoing website and mobile technical support

- (1) Complete ongoing website and mobile application maintenance and optimization to ensure fast load times, plug-in upgrades, CMS or other software upgrades, security, and technical troubleshooting

q. Dashboard development

- (1) The Contractor shall provide and develop an interactive Dashboard that is specifically designed for the State to use to analyze, track, and report defined metrics and sources from the Systems Requirement and Integration Phase and Business Requirement Phase. See Section A.6.
- (2) Integrate Google Analytics and ensure all conversion tags are properly integrated across all systems
- (3) Integrate any other sources identified in the System Requirements and Integration Phase
- (4) Distribute necessary information for Users to access the Dashboard and host any necessary meetings to provide overview of how to access and review Dashboard

r. Ongoing reporting and dashboard management

- (1) Regularly maintain and update the Dashboard based on KPIs and conversion goals and provide a monthly monitoring results report for the website, SEO, SEM, and broader digital marketing that provides actionable recommendations
- (2) Hold monthly meetings with the State to discuss all assessments and recommendations as well as recap past actions and define upcoming actions the Contractor will take to further meet KPIs based on approval of the State

s. Ongoing testing and quality assurance

- (1) For any new website and mobile application features, complete testing for cross-browser and cross-device compatibility on all major browsers and devices
- (2) Review for any technical or Content errors

t. Ongoing website and mobile application training

- (1) Update all training materials or develop new training materials based on new feature implementation

- u. Contractor shall be responsible for maintaining 99.99% uptime of the website and will submit a disaster recovery plan for written approval by the State within ninety (90) days of the Contractor's commencement of services. The Contractor shall ensure that any disruptions to the website are resolved promptly. The maximum acceptable downtime for service restoration should not exceed two (2) to three (3) hours duration from the time of incident detection. The Contractor shall implement data backup and recovery measures to minimize data loss. The maximum acceptable data loss in the event of an incident should not exceed four (4) to eight (8) hours.

- v. The State shall have full, final, and perpetual exclusive ownership rights to all work products or other Content and materials provided by the Contractor for the State under this Contract. The website and mobile application, including all programming, coding, data, and related deliverables, access codes, keys, etc., should be able to be maintained, edited, and expanded independent of the Contractor at the end of the Contract Term, with no additional licensing costs or fees. This requirement may be met by providing the State with perpetual exclusive ownership rights to the source code.
- w. Any use of pictures, logos, designs, and other content, materials, or resources is subject to State approval. The Contractor shall use no-cost open-source materials and/or ensure that the State has any necessary licenses or permissions for use in perpetuity. If there are any terms of use associated with the materials (i.e. attribution terms), the Contractor shall provide those to the State.
- x. Contractor shall include a statement substantially similar to the following on the privacy page of the Website: "This website does not collect any personally identifiable information. However, some of the links contained within the website will redirect the visitor to third party websites which may collect such information." Contractor should maintain industry standard best practices for privacy.
- y. Contractor agrees to maintain the website so that it will run on a current but not less than one (1) version in arrears, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- z. If the website requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Website to ensure that security vulnerabilities are not introduced.
- aa. Contractor shall maintain proficiency in and employ digital industry standard tools, languages, applications, database management, and Operating Systems in the development and support of the website and mobile site.
- bb. Contractor shall research keywords on behalf of the State for website SEO and plan and coordinate such keyword search capabilities. The State's ownership of all Content written to support such keywords and SEO shall survive the termination of this Contract.
- cc. Contractor shall evaluate and implement, as appropriate, emerging technologies and provide current, technical expertise as needed to maintain state-of-the-art, digital marketing and advertising on the website and mobile site.

A.5. Project Management Plan and Schedule: The Contractor shall prepare, for State review and approval, a detailed Project Management Plan which incorporates the schedules for the deliverables of this Contract. The Project Management Plan shall include all activities related to the creation and/or customization of the website and mobile application and shall be submitted no later than two (2) months after the contract is awarded unless otherwise agreed upon by the Contractor and the State.

- a. The Project Management Plan shall indicate the essential steps leading to a functional website and mobile application and include the steps for all project work tasks and deliverables including initiation and completion dates, task responsibilities, and activities with the State.
- b. The Project Management Plan shall describe all activities related to development, Contractor support processes, reports, and logistics, including each stage of production.
- c. The Project Management Plan shall provide due dates for each activity and indicate areas of responsibility for the Contractor and the State.
- d. The Project Management Plan shall detail the communication and reporting needs for this Contract which addresses: information to be communicated including format, content, and level of detail; person responsible for communicating the information; person or groups who will receive the information; methods or technologies used to convey the information such as memoranda, email, and on-site communication; frequency of the communication; escalation process – identifying time frames and the management change (names) or escalation of issues that cannot be resolved at a non-leadership staff level; and guidelines for project status meetings, project team meetings, e-meetings, etc.

- e. The Project Management Plan shall serve as a managing document to be used by the State to assure timely completion of tasks as scheduled. The Project Management Plan shall be maintained and updated as a fluid, ongoing project document for the Term of the Contract.
  - f. Changes to the approved Project Management Plan shall be made in collaboration with the State and approved by the State. The Contractor shall submit a revised Project Management Plan for State approval within two (2) business days after the requested change or agreed upon time.
  - g. The Contractor shall develop and utilize a State-owned external SharePoint site for maintaining the Project Management Plan and other communications. The SharePoint site shall serve as a repository for essential project documents, including the Project Management Plan, and facilitate communication among project Stakeholders. This includes posting administrative materials such as meeting agendas, minutes, progress reports, and other documentation for relevant Stakeholders.
  - h. All deliverables shall not be considered delivered and final until written approval is given to the Contractor via email or other electronic methods by the State.
- A.6. State User Access: The website shall include a user-type access control feature to restrict Users to specific functions and all Users must be associated with a designated user type. The website shall accommodate a minimum fifty (50) Users with concurrent use.
- a. The User information section shall contain, at a minimum, fields for username, email address first name, last name, phone number, and title.
  - b. The website shall allow Users to be assigned more than one (1) User type.
  - c. The website shall allow multiple Users to have the same role.
  - d. The website shall provide user-level audit trail information to track a creation date, revocation date, and last log-in time.
  - e. The website shall contain a history log and change log that records: each change made, the User who saved the change, comparison between a previous version and current version of text, and a timestamp of when the changes occurred.
  - f. The website shall log Users out after a State-specified amount of time of inactivity (i.e., inactivity timeout).
- A.7. Reporting and Monitoring: The Contractor shall provide an interactive Dashboard showing a graphical presentation of the current status and historical trends of key performance metrics and data related to the website and mobile app's performance and all digital marketing efforts. Dashboard should be easy to read and allow Users to monitor and analyze the effectiveness of the website, mobile application, and marketing strategies in real-time, such as, but not limited to, revenue by defined category and/or marketing campaign/tactic results, recent actions impacted, and informed decisions to be made at a glance. This Dashboard should incorporate a cloud-based analytics tool that unifies all performance and metrics indicators in a centralized location that will be managed by the Contractor and hosted and purchased by the State. This will need to be a web-based tool that allows designated Users access and export or send links to sharable reports.
- A.8. Staging and Testing: The Contractor shall provide a Staging Site to test the initial implementation and all updates or modifications to the website and mobile application.
- a. The Staging Site shall be available to the State for testing at least one (1) month prior to initial implementation and at least two (2) weeks prior to any updates or modifications.
  - b. User Testing shall occur with a set of Users approved by the State prior to the implementation of the website and mobile application.
  - c. All testing on the Contractor's side shall be completed in a non-production environment before moving the System to production.
  - d. Test Users should be identified and secured by the Contractor.
  - e. The State-level testing site shall mirror the website as it will function to all Users upon initial implementation and for all updates or modifications.
  - f. The Contractor shall demonstrate during the testing window that the website or mobile application being tested is fully operational.
  - g. The Contractor shall resolve any issues discovered during the testing window prior to the "go live" date by providing a final review and receiving acceptance from the State.

- h. The Contractor shall ensure there are sufficient personnel available during testing and go live windows and will add personnel as needed to ensure all testing and go live deadlines are met.
- A.9. Training: The Contractor shall provide training to the State for usability of the CMS and any other technical requirements for initial implementation and annually thereafter throughout the Contract.
- a. The Contractor shall provide training to new employees at any time upon request from the State.
  - b. This training shall be a combination of in-person, online, and on-demand options at the discretion of the State.
  - c. The Contractor shall provide a minimum of twelve (12) real-time trainings across the state for the initial implementation and a minimum of six (6) real-time trainings annually thereafter. The Contractor is responsible for all planning and costs associated with these trainings.
  - d. The Contractor shall develop a minimum of five (5) on-demand training options (i.e., video or written modules) that can be accessed by State Users.
  - e. These modules shall be the property of the State of Tennessee and shall be modified by the Contractor for no additional charge at the request of the State.
  - f. The Contractor shall provide User manuals for specified User types. These manuals shall be available upon the release and revised as needed.
  - g. All materials and manuals shall be submitted to the State for review, revision, and approval prior to use.
  - h. The State shall have a perpetual, nontransferable, nonexclusive, and royalty-free right and license to use these materials and presentations.
  - i. The Contractor shall cooperate fully with the State and any future vendor designated by the State to transition to any potential new Contract. This includes ensuring a smooth transition of data, records, content, and all other program documentation back to the State (and successor vendor) at the conclusion of the Contract.
- A.10. Maintenance and Technical Support: The Contractor shall provide maintenance, including updates and enhancements, and technical support for the website and mobile application.
- a. All updates to the website and mobile application shall be discussed with the State and confirmed with written State approval by an agreed-upon timeframe before any changes are made, excluding those determined Critical. Critical updates shall be made immediately or on a timeframe agreed upon by the State.
  - b. The Contractor shall develop a process that is approved by the State for requesting updates and reporting technical support issues.
  - c. The requests shall be classified as high priority or low priority and addressed accordingly. These timing priority classifications will be set and agreed upon by the Contractor and State.
  - d. If the specified deadline cannot be met, the Contractor shall provide a description of how the problem will be corrected and the date it will be corrected, to be approved by the State.
  - e. The Contractor shall ensure that personnel qualified to address the request are present at the initial meeting to avoid delays in completion.
  - f. Updates required due to federal or state-mandated changes shall be a high priority.
  - g. The Contractor shall maintain a secure log and message board of all website requests and provide marketing and technical support to State employees to help resolve the log of requests.
  - h. The log should provide a messaging system wherein Users can post a message, and the State or Contractor can respond electronically and copy other relevant Users. An email notification shall be sent to the necessary recipients.
  - i. The message system shall also provide the ability for the State and the Contractor to email all Users.
  - j. The Contractor shall review the messaging system and respond to messages according to the designation (i.e., high priority or low priority) made by the State.
  - k. The Contractor shall manage the message board based on the requests of the State.
  - l. The Contractor shall provide dedicated support for the system between 7 a.m. and 5 p.m. CDT, Monday through Friday throughout the term of this Contract.
  - m. The Contractor shall provide a mechanism, as approved by the State, that is available 24/7 for the State to report system outages and other issues, particularly at night and on the

weekend. Once reported, the vendor is expected to offer extended support outside of regular support hours to report, respond to, and resolve critical issues within a specified timeframe. The vendor should provide a dedicated contact or team available to request such support. The Contractor and State will determine the criteria for identifying critical issues, response time, escalation procedures, and communication channels to handle major incidents during off-hours.

- n. The Contractor shall provide timely technical support during high-volume times to include, but not limited to, annual rate changes, high-priority Content changes, new feature implementation, testing, and deployment. The State will determine what constitutes a high-volume time and may request availability for those times.
  - o. The Contractor shall meet with the State at least monthly to discuss updates and technical support of each application provided.
  - p. The Contractor shall offer, as part of the maintenance services, all publicly available improvements and functionality of the website and mobile application, as well as any new functions incorporated based on the State's request, or that were part of the Contractor's own improvement to website or mobile application performance or features. These shall be approved by the State before implementation.
- A.11. All data, information and metadata collected by the State, furnished by the State to the Contractor, or collected by the Contractor in the course of the performance of work under this Contract shall be and remain the property of the State, and the Contractor shall neither have nor acquire any rights, title, interest or licenses therein by virtue of this Contract, excepting only a limited license to use the data for purposes reasonably required for the performance of duties under this Contract and subject to confidentiality requirements with respect to the data. The Contractor shall not utilize the data collected through this Contract, except as specified in this Contract or approved by the State in writing.
- A.12. At any time during the term, the State may request that the Contractor perform customization services. Examples of such customization requests include the following:
- a. Code-level changes to the website or mobile application
  - b. Changes in API (Application Programming Interface) configurations
  - c. Changes to the configuration functionality that arose as a result of customizations of other areas of the website or mobile application.
  - d. Enhancements made to other systems for the State to determine if these enhancements are desired for use.
- A.13. The State may, at its sole discretion and with written notice to the Contractor, request changes in the Scope that are necessary but were inadvertently unspecified in this Contract.
- a. **Change Order Creation— After receipt of a written request for additional services from the State, the Contractor shall respond to the State, within a maximum of ten (10) business days, with a written proposal for completing the service. Contractor's proposal must specify:**
    - 1) the effect, if any, of implementing the requested change(s) on all other services required under this Contract;
    - 2) the specific effort involved in completing the change(s);
    - 3) the expected schedule for completing the change(s);
    - 4) the maximum number of person hours required for the change(s); and
    - 5) the maximum cost for the change(s)— this maximum cost shall in no instance exceed the product of the person hours required multiplied by the appropriate payment rate proposed for such work.

The Contractor shall not perform any additional service until the State has approved the proposal. If approved, the State will sign the proposal, and it shall constitute a Change Order between the Contract Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract.

- b. **Change Order Performance—** Subsequent to creation of a Change Order, the Contractor shall complete the required services. The State will be the sole judge of the acceptable

completion of work and, upon such determination, shall provide the Contractor written approval.

- c. **Change Order Remuneration**— The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved Change Order, without a formal amendment of this Contract, shall be remunerated in accordance with and further limited by Contract Section C.3.c., PROVIDED THAT, the State shall be liable to the Contractor only for the cost of the actual goods or services provided to complete the necessary work, not to exceed the maximum cost for the change detailed in the Change Order. In no instance shall the State be liable to the Contractor for any amount exceeding the maximum cost specified by the Change Order authorizing the goods or services. Upon State approval of the work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.

- A.14. **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.15. **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.

- A.16. **MyTN.gov Interface.**

- a. The State may require the software developed or provided by the Contractor under this Contract to interface with the State’s customer-facing portal, MyTN.gov. This may occur at any time during the Term of the Contract. If so, the Contractor may have to comply with one, or more, of the following requirements:

- (1) All web applications must be Responsive. “Responsive” is an industry standard term that refers to a web design that makes web pages render well on a variety of devices and window or screen sizes.
- (2) All web applications must have the capability to use a single-sign on server utilizing the following industry standard protocols: Security Assertion Markup Language (“SAML”) or minimum of OAuth 2.0.

- b. Any of the obligations in Sections A.3 to Section A.11 that were known and required prior to Contract Effective Date will be specified herein, including necessary compensation methods and amounts.
- c. For any of the obligations in Section A.12. that were unknown or not required at Contract Effective Date, it will be necessary to add lines, items, or options to the Contract to accommodate one or more of the new interface requirements. The State shall add these lines, items, or options in accordance with the MOU process described in Section E.12, below. If the Contractor requires additional compensation for the interface tasks, such compensation shall be negotiated and specified through this same MOU process.

**B. TERM OF CONTRACT:**

This Contract shall be effective on December 18, 2023 (“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 Written Dollar Amount (\$NUMBER ) (“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 methodology:

<b>Goods or Services Description</b>	<b>Amount</b> (per compensable increment)
Systems and Integration Requirements Phase; Pro Forma Contract Scope of Services A.4.a.	<b>\$ Number</b>
Business Requirements Phase; Pro Forma Contract Scope of Services A.4.b.	<b>\$ Number</b>
Discovery Phase; Pro Forma Contract Scope of Services A.4.c.	<b>\$ Number</b>

User Experience Phase; Pro Forma Contract Scope of Services A.4.d.	<b>\$ Number</b>
Content Audit and Content Definition Phase; Pro Forma Contract Scope of Services A.3.e.	<b>\$ Number</b>
Website and Mobile App Design Phase; Pro Forma Contract Scope of Services A.4.f.	<b>\$ Number</b>
SEO Phase; Pro Forma Contract Scope of Services A.4.g.	<b>\$ Number</b>
Content Development Phase; Pro Forma Contract Scope of Services A.4.h.	<b>\$ Number</b>
Website and Mobile App Development/Configuration Phase; Pro Forma Contract Scope of Services A.4.i.	<b>\$ Number</b>
Website and Mobile App Testing & Quality Assurance Phase; Pro Forma Contract Scope of Services A.4.j.	<b>\$ Number</b>
Website and Mobile App Deployment Phase; Pro Forma Contract Scope of Services A.4.k	<b>\$ Number</b>
Website and Mobile App Training Phase; Pro Forma Contract Scope of Services A.4. and A.9.l.	<b>\$ Number</b>
Ongoing Account, Project and Billing Management; Pro Forma Contract Scope of Services A.5.m.	<b>\$ /per month</b>
Ongoing Website Content Updates; Pro Forma Contract Scope of Services A.4.n. (payable only after the State accepts the website as complete and the website is live)	<b>\$ /per month</b>
New Feature Implementation; Pro Forma Contract Scope of Services A.4.o. (payable only after the State accepts the website as complete and the website is live)	<b>\$ /per month</b>
Ongoing Website and Mobile Technical Support; Pro Forma Contract Scope of Services A.4.p and A.10. (payable only after the State accepts the website as complete and the website is live)	<b>\$ /per month</b>
Dashboard Development; Pro Forma Contract Scope of Services A.4.q. and A.7.	<b>\$ Number</b>



Ongoing Reporting and Dashboard Management; Pro Forma Contract Scope of Services A.4.r. and A.7. (payable only after the State accepts the website as complete and the website is live)	<b>\$ /per month</b>
Ongoing Testing and Quality Assurance; Pro Forma Contract Scope of Services A.4.s. and A.8. (payable only after the State accepts the website as complete and the website is live)	<b>\$ /per month</b>
Ongoing Website and Mobile Application Training; Pro Forma Contract Scope of Services A.4.t. and A.9. (payable only after the State accepts the website as complete and the website is live)	<b>\$ /per year</b>
Customization Services under Pro Forma Contract Scope of Services A.12.	<b>\$ /per hour</b>

- c. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.13, without a formal amendment of this contract based upon the payment rates detailed in the schedule below and as agreed pursuant to Section A.13, PROVIDED THAT compensation to the Contractor for such “change order” work shall not exceed seven percent (7%) of the sum of milestone payment rates detailed in Section C.3.b., above (which is the total cost for milestones set forth in Contract Section A). If, at any point during the contract period, the State determines that the cost of necessary “change order” work would exceed the said maximum amount, the State may amend this Contract to address the need.

<b>Goods or Service Description</b>	<b>Amount (per compensable increment)</b>
<b>Service Description</b> Scope changes via Change Orders; Pro Forma Scope of Services A.13.	<b>\$</b>  <b>/ per hour</b>
<b>NOTE: The Contractor shall not be compensated for travel time to the primary location of service provision.</b>	

- 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  
Attn: Accounts Payable  
312 Rosa L. Parks Ave. 10<sup>th</sup> Floor  
Nashville, TN 37243  
Email: Accounts.Payable@tn.gov

- 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 TN State Parks;
- (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:

Tarryn Sanchez  
Digital Marketing Director  
William R. Snodgrass TN Tower, 2nd Floor  
312 Rosa Parks Ave, Nashville, TN 37243  
tarryn.sanchez@tn.gov  
615-418-5486

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 A, 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 Attachment A;
  - 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., 3<sup>rd</sup> 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 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. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
- 2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

e. Crime Insurance

- 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
- 2) Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

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.

- D.35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

**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. 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 32701-04541 (Attachment 6.6) 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.3. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, et. seq., shall be printed pursuant to this Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103 (d).
- E.4. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.
- E.5. 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.6. Reimbursement. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Any goods, materials, supplies, equipment or contracted services procured by Contractor under this Contract shall be procured on a competitive basis when practicable. The Contractor shall maintain documentation supporting Contractor's request for reimbursement. In each instance where it is determined that use of a competitive procurement method was not practicable, Contractor shall seek approval of the Commissioner to procure by non-competitive procurement as a condition for reimbursement.
- E.7. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.8. Transfer of Ownership of Custom Software Developed for the State.

a. Definitions.

- (1) "Contractor-Owned Software," shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
- (2) "Custom-Developed Application Software," shall mean customized application software developed by Contractor for the State under this Contract intended to function with the Contractor-Owned Software or any Work Product provided under this Contract.
- (3) "Rights Transfer Application Software," shall mean any pre-existing application software and documentation owned or supplied by Contractor or a third party necessary for the use, functioning, support, or maintenance of the Contractor-Owned Software, the Custom-Developed Application Software, Third Party Software, and any Work Product provided to State.
- (4) "Third-Party Software," shall mean software supplied by Contractor under this Contract or necessary for the functioning of any Work Product not owned by the State or the Contractor.
- (5) "Work Product," shall mean all deliverables such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor for the State under this Contract. Work Product shall include Rights Transfer Application Software.

b. Rights and Title to the Software

- (1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license or transfer of rights or ownership granted under this Contract. Contractor grants the State a perpetual non-exclusive license to the Contractor-Owned Software to be used solely with the Custom-Developed Application Software and the Work Product.
- (2) Contractor shall provide the source code in the Custom-Developed Application Software, Work Product and the Contractor-Owned Software, with all subsequent modifications, enhancements, bug-fixes or any other changes in the source code of the Work Product and the Contractor-Owned Software and all other code and documentation necessary for the Custom-Developed Application Software to be installed and function as intended and as set forth in this Contract, to the State.
- (3) Contractor may lease or sell the Custom-Developed Application Software to third parties with the written permission of the State, which permission may be conditioned on the State receiving royalties from such sales or licenses.

- (4) All right, title and interest in and to the Custom-Developed Application Software, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Custom-Developed Application Software, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Custom-Developed Application Software, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Custom-Developed Application Software. Contractor and its employees, agents, contractors or representatives shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties.
- (5) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license or other rights granted to the State under this Contract or otherwise. c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract.

- E.9. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.
- E.10. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.11. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor (“Unauthorized Disclosure”) that come to the Contractor’s attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

- E.12. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding (“MOU”), not an amendment.
- a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor’s written proposal shall include:
    - (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
    - (2) Any pricing related to the new lines, items, or options;
    - (3) The expected effective date for the availability of the new lines, items, or options; and
    - (4) Any additional information requested by the State.
  - b. The State may negotiate the terms of the Contractor’s proposal by requesting revisions to the proposal.
  - c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
  - d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

- E.13. 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, Written Dollar Amount (\$Number). 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 B. The bond shall be issued by a company licensed to issue such a bond in the state of Tennessee. The performance bond shall guarantee full and faithful performance of all undertakings and obligations for the Term, as the Contract is extended or renewed.

Failure to provide to the State the performance bond(s) as required under this Contract may result in this Contract being terminated by the State. The performance bond required under this Contract shall not be reduced during the Term without the State of Tennessee Central Procurement Office’s prior written approval.

- E. 14 Payment Bond. The Contractor shall provide to the State a payment bond guaranteeing that the Contractor’s subcontractors, laborers, and material suppliers will be paid for performance under this Contract with the additional obligation that such contractor shall promptly make payment of all taxes, licenses, assessments, contributions, penalties, and interest. The payment bond will be in

an amount equal to twenty-five percent (25%) of the Maximum Liability Written Dollar Amount (\$ Number). 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 Reference. The bond shall be issued by a company licensed to issue such a bond in the State of Tennessee. The payment bond shall guarantee that the Contractor's subcontractors, laborers, and material suppliers will be paid for performance during the Term and all extensions or renewals of the Contract.

Failure to provide to the State the payment bond as required under this Contract may result in this Contract being terminated by the State. The payment 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:**

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**CONTRACTOR SIGNATURE**

**DATE**

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**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**DEPARTMENT OF ENVIRONMENT AND CONSERVATION:**

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

**DATE**



**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

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

**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.**

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**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.

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**PRINTED NAME AND TITLE OF SIGNATORY**

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**DATE OF ATTESTATION**

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** that We,

Contractor name  
Contractor address  
Contractor telephone

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

Surety name  
Surety address  
Surety telephone

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

are held and firmly bound unto the State of Tennessee Department of General Services Central Procurement Office (“State”), whose principal address is 312 Rosa L. Parks Avenue, 3<sup>rd</sup> Floor, Nashville, TN 37243, and whose principal telephone number is 615-741-1035 in the penal sum of **written amount** (\$ **number**) for payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

**WHEREAS**, Principal has entered into a contract with State for **solicitation name** (Solicitation No. #) (the “Contract”) in accordance with the scope of services and deliverables (the “Scope”) set forth in Section **reference** of the Contract.

**THE CONDITION OF THIS BOND** is that if Principal:

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

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

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

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

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

**IN WITNESS WHEREOF**, the above bounded parties have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
In the presence of:

PRINCIPAL:

Contractor name

By: \_\_\_\_\_  
(Contractor's authorized signatory)

\_\_\_\_\_  
(Printed name and title)

STATE OF TENNESSEE

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_

Commission Expires:  
\_\_\_\_\_

Signed, sealed and delivered  
In the presence of:

SURETY:

**Surety name**

By: \_\_\_\_\_  
(Surety's authorized signatory)

\_\_\_\_\_  
(Printed name and title)

STATE OF TENNESSEE

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

Commission Expires:

\_\_\_\_\_

## PAYMENT BOND FOR LABOR AND MATERIALS

This bond (the “Bond”) made date, by contractor name (“Principal”), a corporation organized under the laws of name of state, having its principal office at contractor’s address, as principal, and surety name (“Surety”), a corporation organized under the laws of name of state, and licensed to transact a surety business in the State of Tennessee, having its principal office at surety’s address, as surety.

## OBLIGATION

WHEREAS, the parties are obligated to the State of Tennessee Department of General Services Central Procurement Office (“State”), whose principal address is 312 Rosa L. Parks Avenue, 3rd Floor, Nashville, TN 37243, as obligee, for the benefit of Claimants as defined below, in the amount of written amount (\$ number), for the payment of which Principal and Surety bind themselves, their heirs, representatives, successors and assigns, jointly and severally, firmly by this Bond.

WHEREAS, Principal has by written agreement, dated date of agreement, entered into a contract with State for description of work in accordance with the drawings and specifications prepared by name of architect or engineer, which contract is made a part of this Bond by this reference, and is referred to as the “Contract.”

## CONDITION

The condition of this obligation is such that if the Principal shall promptly make payment to all Claimants as defined in SECTION ONE of this Bond for all labor and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

## AGREEMENT

For the reasons recited above, and in consideration of the parties’ mutual covenants, the parties agree as follows:

## SECTION ONE. CLAIMANT DEFINED

“Claimant” is defined as one having a direct contract with Principal or with a subcontractor of Principal for labor, materials, or both, used or reasonably required for use in the performance of the Contract, “labor and material” including that part of

water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

## SECTION TWO. ACTION ON SUMS DUE CLAIMANT

Principal and Surety jointly and severally agree with State that every Claimant who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed, or on which the last of such materials were furnished by Claimant, may sue on this

Bond for the use of Claimant in the name of State, prosecute the suit to final judgment for such amount as may be justly due Claimant, and have execution, provided, however, that State shall not be liable for the payment of any costs or expenses of any such suit.

## SECTION THREE. LIMITATIONS ON SUIT BY CLAIMANT

Any suit or action commenced under this Bond shall comply with Tenn. Code Ann. § 12-4-205. Claimant shall give written notice to any two of the following: Principal, State, or Surety, above named, within ninety (90) days after completion of the public work. The claim shall state with substantial accuracy the amount claimed and the name of the party to whom materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served or sent by certified mail, return receipt requested, in an envelope addressed to Principal, State, or Surety, at any place where an office is regularly maintained for the transaction of business.

## SECTION FOUR. PAYMENTS MADE

The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith under this Bond, inclusive of the payment by Surety of mechanics' liens which may be filed of record against the improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

The parties have executed this Bond at place of execution the day and year first above written.

PRINCIPAL:

Contractor name

By: \_\_\_\_\_

Contractor's authorized signatory

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Printed name and title

SURETY:

Surety Name

By: \_\_\_\_\_

Surety's authorized signatory

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Printed name and title