REQUEST FOR PROPOSALS
FOR
TENNESSEE HIGHWAY LOGOS

RFP # 40100-48800

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1. **INTRODUCTION**

The State of Tennessee, DEPARTMENT OF TRANSPORTATION, 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 Tennessee Department of Transportation is seeking a contractor to be responsible for the marketing, management, installation, and maintenance activities of the Logo Sign Program as authorized by Tenn. Code Ann. Title 54, Chapter 5, Part 11, and as detailed in the Rules of the Tennessee Department of Transportation, Chapter 1680-03-03 - Specific Service Signs (Logo Sign Program).

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

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

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

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

1.3. **Nondiscrimination**

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

1.4. **RFP Communications**

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

    RFP # 40100-48800

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:

    Kelly Johns | Sourcing Account Management Team Lead
1.4.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:

a. staff of the Governor’s Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFP (visit https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo--governor-s-office-of-diversity-business-enterprise--godbe--/godbe-general-contacts.html for contact information); and

b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

   Helen Crowley
   Department of General Services
   Central Procurement Office
   William R. Snodgrass TN Tower – 3rd Floor
   Nashville, TN 37243
   Helen.Crowley@tn.gov
   615) 741-3836

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 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 or mobile app
Click here to join the meeting
Or call in (audio only)
+1 629-209-4396,,789375722# United States, Nashville
Phone Conference ID: 789 375 722#

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

1.8. Notice of Intent to Respond

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

- the business or individual’s name (as appropriate);
- a contact person’s name and title; and
- the contact person’s mailing address, telephone number, facsimile number, and e-mail address.

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

1.9. 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.

<table>
<thead>
<tr>
<th>EVENT</th>
<th>TIME</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. RFP Issued</td>
<td></td>
<td>June 28, 2022</td>
</tr>
<tr>
<td>2. Disability Accommodation Request Deadline</td>
<td>2:00 p.m.</td>
<td>July 1, 2022</td>
</tr>
<tr>
<td>3. Pre-response Conference</td>
<td>TIME</td>
<td>July 6, 2022</td>
</tr>
<tr>
<td>4. Notice of Intent to Respond Deadline</td>
<td>2:00 p.m.</td>
<td>July 7, 2022</td>
</tr>
<tr>
<td>5. Written “Questions &amp; Comments” Deadline</td>
<td>2:00 p.m.</td>
<td>July 12, 2022</td>
</tr>
<tr>
<td>6. State Response to Written “Questions &amp; Comments”</td>
<td></td>
<td>July 21, 2022</td>
</tr>
<tr>
<td>7. Response Deadline</td>
<td>2:00 p.m.</td>
<td>August 4, 2022</td>
</tr>
<tr>
<td>8. State Completion of Technical Response Evaluations</td>
<td></td>
<td>August 15, 2022</td>
</tr>
<tr>
<td>9. State Opening &amp; Scoring of Cost Proposals</td>
<td>8:00 a.m.</td>
<td>August 16, 2022</td>
</tr>
<tr>
<td>10. Negotiations (Optional)</td>
<td>2:00 p.m.</td>
<td>August 16-23, 2022</td>
</tr>
<tr>
<td>11. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection</td>
<td></td>
<td>August 24, 2022</td>
</tr>
<tr>
<td>12. End of Open File Period</td>
<td></td>
<td>August 31, 2022</td>
</tr>
<tr>
<td>13. State sends contract to Contractor for signature</td>
<td>2:00 p.m.</td>
<td>September 1, 2022</td>
</tr>
<tr>
<td>14. Contractor Signature Deadline</td>
<td></td>
<td>September 5, 2022</td>
</tr>
</tbody>
</table>

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.8).
3. RESPONSE REQUIREMENTS

3.1. Response Form

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

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

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

3.1.1.1. A Respondent 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.


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

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

3.1.2.3. A Respondent must sign and date the Cost Proposal.

3.1.2.4. A Respondent must submit the Cost Proposal to the State on a separate e-mail, CD, or USB flash drive from the Technical Response (as detailed in RFP Sections 3.2.3., et. seq).

3.2. **Response Delivery**

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

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

3.2.2.1. **Digital Media Submission**

3.2.2.1.1. **Technical Response**

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

"RFP # 40100-48800 TECHNICAL RESPONSE ORIGINAL"

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

"RFP # 40100-48800 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 "PDF" or "XLS" format properly recorded on a separate, otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled:

"RFP #40100-48800 COST PROPOSAL"

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 # 40100-48800 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 # 40100-48800 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 copies must be placed in a sealed package that is clearly labeled:

“DO NOT OPEN… RFP # 40100-48800 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”

3.2.3.2. The Cost Proposal must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN… RFP # 40100-48800 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

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

“RFP # 40100-48800 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:

Kelly Johns | Sourcing Account Management Team Lead
Central Procurement Office
Tennessee Tower, 3rd Floor
312 Rosa L. Parks Ave, Nashville, TN 37243

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**

4.1. **RFP Amendment**

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

4.2. **RFP Cancellation**

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

4.3. **State Right of Rejection**

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

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

4.4. **Assignment & Subcontracting**

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

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

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

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

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

4.5. **Right to Refuse Personnel or Subcontractors**

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

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

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

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

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

4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. To register, please visit the Department of Revenue’s Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following: https://tntap.tn.gov/eservices/#1

4.8. **Disclosure of Response Contents**

4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.

4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process.

4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with Tenn. Code Ann. § 10-7-504(a)(7).

4.9. **Contract Approval and Contract Payments**

4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.

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

4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.
4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract Effective Date or after the Contract Term.

4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., Pro Forma Contract, Section C).

4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. Contractor Performance

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

4.11. Contract Amendment

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

4.12. Severability

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

4.13. Next Ranked Respondent

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

5.1. Evaluation Categories & Maximum Points

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

<table>
<thead>
<tr>
<th>EVALUATION CATEGORY</th>
<th>MAXIMUM POINTS POSSIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Qualifications &amp; Experience (refer to RFP Attachment 6.2., Section B)</td>
<td>20</td>
</tr>
<tr>
<td>Technical Qualifications, Experience &amp; Approach (refer to RFP Attachment 6.2., Section C)</td>
<td>50</td>
</tr>
<tr>
<td>Cost Proposal (refer to RFP Attachment 6.3.)</td>
<td>30</td>
</tr>
</tbody>
</table>

5.2. Evaluation Process

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

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

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

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

a. the response adequately meets RFP requirements for further evaluation;

b. the State will request clarifications or corrections for consideration prior to further evaluation; or,

c. the State will determine the response to be non-responsive to the RFP and reject it.

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

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

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

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

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

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

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

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

5.2.3.4. If the State determines that it is unable to successfully negotiate terms and conditions of a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into terms and conditions contract negotiations with the next apparent best evaluated Respondent.
5.2.4. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. **Contract Award Process**

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

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

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

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

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

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

5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.
RFP # 40100-48800 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-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: __________________________
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.

<table>
<thead>
<tr>
<th>Respondent Legal Entity Name:</th>
<th>Response Page # (Respondent completes)</th>
<th>Item Ref.</th>
<th>Section A—Mandatory Requirement Items</th>
<th>Pass/Fail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.</td>
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<td></td>
<td></td>
<td></td>
<td>The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., et seq.).</td>
<td></td>
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<td></td>
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<td></td>
<td>The Technical Response must NOT contain cost or pricing information of any type.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).</td>
<td></td>
</tr>
<tr>
<td>A.1.</td>
<td>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.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.2.</td>
<td>Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>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.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.3.</td>
<td>Provide a current bank reference indicating that the Respondent’s business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.4.</td>
<td>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.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Response Page # (Respondent completes)</td>
<td>Item Ref.</td>
<td>Section A—Mandatory Requirement Items</td>
<td>Pass/Fail</td>
<td></td>
</tr>
<tr>
<td>--------------------------------------</td>
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<td>--------------------------------------</td>
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</tbody>
</table>

State Use – Solicitation Coordinator Signature, Printed Name & Date:
**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

<table>
<thead>
<tr>
<th>Item Ref.</th>
<th>Section B—General Qualifications &amp; Experience Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.1.</td>
<td>Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.</td>
</tr>
<tr>
<td>B.2.</td>
<td>Describe the Respondent’s form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).</td>
</tr>
<tr>
<td>B.3.</td>
<td>Detail the number of years the Respondent has been in business.</td>
</tr>
<tr>
<td>B.4.</td>
<td>Briefly describe how long the Respondent has been providing the goods or services required by this RFP.</td>
</tr>
<tr>
<td>B.5.</td>
<td>Describe the Respondent’s number of employees, client base, and location of offices.</td>
</tr>
<tr>
<td>B.6.</td>
<td>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.</td>
</tr>
<tr>
<td>B.7.</td>
<td>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 <em>nolo contendere</em> to any felony. If so, include an explanation providing relevant details.</td>
</tr>
<tr>
<td>B.8.</td>
<td>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.</td>
</tr>
</tbody>
</table>
| B.9.      | Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent’s financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP.  

**NOTE:** All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions. |
<p>| B.10.     | Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent’s performance in a contract pursuant to this RFP. |</p>
<table>
<thead>
<tr>
<th>Response Page # (Respondent completes)</th>
<th>Item Ref.</th>
<th>Section B— General Qualifications &amp; Experience Items</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td><strong>NOTE:</strong> 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.</td>
</tr>
<tr>
<td>B.11.</td>
<td></td>
<td>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.).</td>
</tr>
<tr>
<td>B.12.</td>
<td></td>
<td>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.</td>
</tr>
<tr>
<td>B.13.</td>
<td></td>
<td>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.</td>
</tr>
<tr>
<td>B.14.</td>
<td></td>
<td>Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; and (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.</td>
</tr>
<tr>
<td>B.15.</td>
<td></td>
<td>Provide documentation of the Respondent's commitment to diversity as represented by the following: (a) Business Strategy. Provide a description of the Respondent’s existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) Business Relationships. Provide a listing of the Respondent’s current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information: (i) contract description; (ii) contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran-owned or persons with disabilities); (iii) contractor contact name and telephone number. (c) Estimated Participation. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and <strong>DO NOT INCLUDE DOLLAR AMOUNTS</strong>); (ii) anticipated goods or services contract descriptions;</td>
</tr>
</tbody>
</table>
## Section B— General Qualifications & Experience Items

### Item Ref.

1. **(iii)** names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.

   **NOTE:** In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor’s Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at [https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=t&XID=9810](https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=t&XID=9810) for more information.

2. **(d)** **Workforce.** Provide the percentage of the Respondent’s total current employees by ethnicity and gender.

   **NOTE:** Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.

### Item Ref.

3. **B.16.** Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:
   
   - **(a)** the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;
   - **(b)** the procuring State agency name;
   - **(c)** a brief description of the contract’s scope of services;
   - **(d)** the contract period; and
   - **(e)** the contract number.

### Item Ref.

4. **B.17.** Provide a statement and any relevant details addressing whether the Respondent is any of the following:

   - **(a)** is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;
   - **(b)** has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   - **(c)** is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and
   - **(d)** has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.

---

**SCORE (for all Section B—Qualifications & Experience Items above):**

*(maximum possible score = 20)*
<table>
<thead>
<tr>
<th>Response Page # (Respondent completes)</th>
<th>Item Ref.</th>
<th>Section B— General Qualifications &amp; Experience Items</th>
</tr>
</thead>
</table>

State Use – Evaluator Identification:
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:

<table>
<thead>
<tr>
<th>Item Ref.</th>
<th>Section C— Technical Qualifications, Experience &amp; Approach Items</th>
<th>Item Score</th>
<th>Evaluation Factor</th>
<th>Raw Weighted Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.1.</td>
<td>Provide a narrative that illustrates the Respondent’s understanding of the State’s requirements and project schedule.</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.2.</td>
<td>Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State’s project schedule.</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.3.</td>
<td>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.</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.4.</td>
<td>Provide a narrative that illustrates the Respondent’s experience with construction of highway signs and understanding of state highway sign material specifications and relevant state and federal sign regulations.</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.5.</td>
<td>Provide a narrative that illustrates the Respondent’s ability and experience in managing a statewide logo sign program. Describe Respondent’s sales goals and number of salespeople.</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.6.</td>
<td>Provide an example of a marketing strategy that illustrates the Respondent’s ability to develop an orderly process to initiate contact with all existing and potential logo sign users with an emphasis on managing customer concerns with fees.</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.7.</td>
<td>Provide an example plan that illustrates how the Respondent will propose changes to the State for approval of new Logo sign installations for urban interchanges. The plan should show all needed new sign locations and any possible relocation of current signs along with all material quantities and specifications. Example 1: I-75 exit 5 interchange in Hamilton County. Actual businesses should not be contacted and respondent should make assumptions as to the eligibility of each business based on current logo sign regulations and state each assumption. Cost will be based on the attached FY 21-22 CNV 194 random on-call contract pricing, which is available at <a href="https://tncloud.tn.gov/owncloud/index.php/s/m4ki3v9hhMANHua">https://tncloud.tn.gov/owncloud/index.php/s/m4ki3v9hhMANHua</a></td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Response Page # (Respondent completes)</td>
<td>Item Ref.</td>
<td>Section C— Technical Qualifications, Experience &amp; Approach Items</td>
<td>Item Score</td>
<td>Evaluation Factor</td>
</tr>
<tr>
<td>---------------------------------------</td>
<td>-----------</td>
<td>---------------------------------------------------------------</td>
<td>------------</td>
<td>------------------</td>
</tr>
<tr>
<td>C.8.</td>
<td></td>
<td>Provide a narrative that describes all equipment owned or available to the Respondent for use in sign installations.</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>C.9.</td>
<td></td>
<td>Provide a narrative that illustrates the Respondent’s experience and understanding of highway sign design and construction and related State specifications.</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>C.10</td>
<td></td>
<td>Provide a narrative that illustrates the Respondent’s experience and ability to maintain a web site as described in the scope of services.</td>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>

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.

\[
\text{Total Raw Weighted Score:} \quad \frac{\text{Total Raw Weighted Score}}{\text{(sum of Raw Weighted Scores above)}} \\
\text{Total Raw Weighted Score} \times 50 \quad \text{= SCORE:} \\
\text{Maximum Possible Raw Weighted Score} \quad \text{(i.e., } 5 \times \text{the sum of item weights above)}
\]

State Use – Evaluator Identification:

State Use – Solicitation Coordinator Signature, Printed Name & Date:
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.

<table>
<thead>
<tr>
<th>Cost Item Description</th>
<th>Proposed Cost</th>
<th>State Use Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>% share of gross revenue earned to be paid quarterly to the State for business locations signs (cannot charge 501(c)(3))</td>
<td>$ % share of gross revenue earned to be paid to the State quarterly</td>
<td>20</td>
</tr>
</tbody>
</table>

EVALUATION COST AMOUNT (sum of evaluation costs above):
The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.

\[
\text{SCORE: } = \frac{\text{evaluation cost amount being evaluated}}{\text{highest evaluation cost amount from all proposals}} \times 30
\]

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 # 40100-48800”.

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.
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: Kelly Johns, Solicitation Coordinator Kelly.X.Johns@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.

<table>
<thead>
<tr>
<th>NAME:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE:</td>
</tr>
<tr>
<td>TELEPHONE #</td>
</tr>
<tr>
<td>E-MAIL ADDRESS:</td>
</tr>
</tbody>
</table>

(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:  

______________________________________________________________
<table>
<thead>
<tr>
<th></th>
<th>RESPONDENT NAME</th>
<th>RESPONDENT NAME</th>
<th>RESPONDENT NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GENERAL QUALIFICATIONS &amp; EXPERIENCE</strong> (maximum: 20)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EVALUATOR NAME</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>EVALUATOR NAME</td>
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<td></td>
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<tr>
<td>REPEAT AS NECESSARY</td>
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<td></td>
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<tr>
<td>AVERAGE:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH</strong> (maximum: 50)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EVALUATOR NAME</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EVALUATOR NAME</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>REPEAT AS NECESSARY</td>
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</tr>
<tr>
<td>AVERAGE:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>COST PROPOSAL</strong> (maximum: 30)</td>
<td>SCORE:</td>
<td>SCORE:</td>
<td>SCORE:</td>
</tr>
<tr>
<td><strong>TOTAL RESPONSE EVALUATION SCORE:</strong> (maximum: 100)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Solicitation Coordinator Signature, Printed Name & Date:
RFP # 40100-48800 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.
PRO FORMA CONTRACT
DRAFTED IN COMPLIANCE WITH CURRENT APPLICABLE MODEL
CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE DEPARTMENT OF TRANSPORTATION
AND
PROCURING PARTY NAME

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the 'State' and Procuring Party Legal Entity Name, hereinafter referred to as the "Procuring Party," is for the provision of Tennessee Highway Logos, as further defined in the "SCOPE OF SERVICES."

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

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:
   a. Applicant: means an entity requesting to participate in the Logo Sign Program.
   b. Logo Sign Program: means the program for guide signs that provides road users with business identification and directional information for services and for eligible attractions as set forth by the Manual on Uniform Traffic Control Devices (MUTCD).
   c. Motorist Service: means a place of business providing either gas, food, lodging, camping or attraction facilities
   d. Notice of eligibility: means a notification in response to an application that a business is eligible for participation in the LOGO sign program.
   e. Notice of Non-eligibility means a notification in response to an application that a business is not eligible for participation in the LOGO sign program.
   f. Participating Business: means any approved public commercial facility that provides one of the five qualifying motorist services that has chosen to participate in the Logo Sign Program
   g. Primary Point of Intersection (PPOI): means the point at which the centerline of the median on the freeway intersects with the centerline of the crossroad. When the crossroad has more than two lanes, the centerline of the median, bridge or the exact center of the roadway surface crossing the freeway mainline will be used as the PPOI.
   h. Point of Contact (POC): means the Contractor's permanent staff employee who shall make the marketing, manufacturing, installing, and maintenance of the Logo Sign Program his/her primary responsibility.
   i. Space Available Notification: means the letter sent by the Contractor to advise a business that there is space available within the logo sign program for their business to advertise.
   k. Random On-Call Signing Contracts: means highway construction and maintenance contracts which TDOT awards and administers for the fabrication and installation of highway signs.
   l. Trailblazer sign: means an official sign panel placed before the intersection where a turn is required to get to the business to display Trailblazer Signs.
   m. Metropolitan Planning Organization ("MPO"); means the policy board of an organization created and designated to carry out the metropolitan transportation planning process.

A.3. The Contractor shall be responsible for the marketing, management, installation, and maintenance activities of the Logo Sign Program as authorized by Tenn. Code Ann. Title 54, Chapter 5, Part 11, and as detailed in the Rules of the Tennessee Department of Transportation, Chapter 1680-03-03 - Specific Service Signs (Logo Sign Program). The Contractor shall provide all services and deliverables of this Contract at the request of the State and in accordance with the Rules of the Tennessee Department of Transportation, Chapter 1680-03-03 - Specific Service Signs (Logo Sign Program), the current edition of the United States Department of Transportation, Federal Highway Administration, Manual on Uniform
Traffic Control Devices, as adopted by Rules of the Tennessee Department of Transportation, Chapter 1680-03-01, and any subsequent revisions or clarifications thereto.

A.4. The Contractor shall prepare and present to the State for approval an annual work plan for the current year by March 1, 2023, and thereafter on January 15 of each Contract term year. The work plan shall include provisions for the management, marketing, installation, and maintenance of the Logo Sign Program.

A.5. Marketing: The Contractor shall be responsible for marketing the Logo Sign Program. The following details the main processes and activities that shall be conducted by the Contractor to perform marketing.

a. The Contractor shall submit to the State by March 1, 2023, a marketing plan that describes how the Logo Sign Program will be organized and managed to maximize statewide penetration; including sales goals, number of salespeople, and time frame expected to complete initial statewide marketing.

b. The marketing plan shall include a narrative or plan for how the Contractor will address questions or concerns about any increase in Logo Sign Program fees and show businesses the value of the Logo Sign Program.

c. As part of the marketing activities for this Logo Sign Program, the Contractor shall develop an orderly process to initiate contact with all existing and potential businesses.

d. The Contractor shall develop marketing informational brochures to be used during the marketing phase of this Contract. Such brochures shall provide adequate information about the scope and requirements of the Logo Sign Program to the potential Participating Businesses.

e. The Contractor shall develop a web-based and paper application form for use by Applicants and shall provide the State with access to every application received if the State requests said access. The application form shall provide the following information:

1. The name of the Applicant, the physical address of where the motorist service will be provided, and the telephone number at such location.

2. The motorist service for which the Applicant is applying.

3. Hours and days of operation for the Applicant's motorist service.

4. All licenses and permits required by any issuing state or regulatory agencies and a listing of same.

5. The Interstate route number, exit number, and the county in which the interchange is located.

6. The approximate distance the motorist service is located from the Primary Point of Intersection (PPOI).

7. A detailed checklist which indicates that the Applicant meets all the minimum standards for the Logo Sign Program as set forth in the Rules of the Tennessee Department of Transportation, Chapter 1680-03-03 - Specific Service Signs (Logo Sign Program) for the specific motorist services for which the Applicant is applying.

8. The name, mailing address, email address, and telephone number of the Applicant’s contact person, who may be reached during normal office hours, that will be responsible for advertising under the Logo Sign Program.

9. The signature of the owner or person responsible for operation of the Applicant.
(10) A provision that the Applicant agrees to allow the State or the Contractor to make such inquiries, inspections, and investigations as either may deem necessary to verify that the Applicant's motorist service is eligible to participate in the Logo Sign Program.

f. During the marketing phase of the Logo Sign Program, the Contractor shall inform each eligible business that if the business declines to participate in the Logo Sign Program, the business will not be eligible to re-apply for six (6) months, unless space is available on the appropriate background sign panel.

g. All applications and contracts between the Contractor and a participating business shall contain the grounds for termination of participation in the Logo Sign Program as listed in the Rules of the Tennessee Department of Transportation, Chapter 1680-03-03 - Specific Service Signs (Logo Sign Program).

h. Within thirty (30) days after an Applicant applies to participate in the Logo Sign Program, the Contractor shall inspect the business and issue the business a "Notice of Eligibility" or a "Notice of Non-Eligibility". However, all businesses applying as an Attraction must have the State's written approval prior to any "Notice of Eligibility" being issued by the Contractor.

(1) The Applicant must meet all requirements of eligibility for participation in the Logo Sign Program before a "Notice of Eligibility" is granted by the Contractor.

(2) The Contractor shall notify the Applicant and the State in writing of the results of the inspection.

(3) If the Applicant fails the inspection, or if the application contains errors or omissions, the Contractor shall request by letter the additional information needed from the Applicant.

i. Within fifteen (15) days after receipt of the requested additional information or request for a new inspection from the Applicant the Contractor shall conduct a re-inspection of the Applicant and either approve or deny the application.

ii. If the Applicant does not submit the additional requested information by letter or correct the cause for failure of final inspection and does not request a new inspection within fifteen (15) days from the date of the letter, the Applicant shall be determined not to be eligible for participation in the Logo Sign Program at that time.

(4) Should an Applicant disagree with a denial, the business may appeal to the Commissioner of the Tennessee Department of Transportation or the Commissioner's designee. If the Applicant fails to appeal within ten (10) business days after receipt of "Notice of Non-Eligibility," the denial shall become final.

A.6. Management: The Contractor shall be responsible for management of the Logo Sign Program. The following details the main processes and activities that shall be conducted by the Contractor to perform management services.

a. The Contractor shall establish an office in Tennessee with full-time personnel to respond to the State and business customer requests and inquiries Monday through Friday during normal office hours of 8:00 AM to 5:00 PM CST excluding state holidays.

b. The Contractor shall establish a POC with the State who shall be a permanent staff employee and whose primary responsibility shall be the marketing, manufacturing, installing, and maintenance of the Logo Sign Program.

c. The Contractor shall maintain a continuous operation of the Logo Sign Program. Each contract between the Contractor and a participating business shall provide that in the event there is an interval during which continuity is suspended, the business shall neither make claims nor bring
any action at law or equity against the State, its officers or employees on account of such suspensions.

d. The Contractor shall develop a standardized contract to be used by all businesses participating in the Logo Sign Program. The contract must be submitted to the State for approval prior to its implementation.

e. The Contractor shall contact and inspect all eligible businesses at a specific interchange before issuing a Notice of Eligibility to any business at that specific interchange. The Contractor shall not send out any Space Available Notification letters to any businesses at a specific interchange unless the business has a current Notice of Eligibility on file with the Contractor and the State.

f. The Contractor shall not send out more Space Available Notification letters than there is space available on an individual background sign panel.

g. The eligible business having the shortest eligibility distance shall receive preference in the selection process for Space Available Notification letters; except, a fully qualified business shall have priority over a partially qualified business.

h. When a space becomes available on a background sign panel at an interchange, the Contractor shall verify that the information on existing Notice of Eligibility letters on file is correct and current before sending a business a Space Available Notification.

i. The Contractor shall require the following language to be contained in each contract it holds with a Participating Business: “A Participating Business shall submit a scaled layout showing the design, color and wording of the proposed logo sign to the Contractor for approval before the business may submit its logo sign to the Contractor for installation on a background sign panel.”

j. The Contractor shall require a participating business to submit its logo signs within sixty (60) days of the date of the Space Available Notification. The logo signs must conform to the specifications of material for individual logo signs as stipulated in the Rules of the Tennessee Department of Transportation, Chapter 1680-03-03 - Specific Service Signs (Logo Sign Program).

k. The Contractor's approval of scaled layouts shall be in accordance with the guidelines contained in the Rules of the Tennessee Department of Transportation, Chapter 1680-03-03- Specific Service Signs (Logo Sign Program).

l. All business logo sign designs must meet the State's approval prior to manufacture. The Contractor shall submit a color replica of the designs to the State for approval.

m. The Contractor shall not accept any money from a business wishing to participate in the Logo Sign Program until that business has received a Space Available Notification and has completed and returned its contract to the Contractor.

n. The Contractor may only enter into a contract with a participating business for a term of one (1) year. However, no contracts between the Contractor and a participating business may continue past the termination date of this Contract between the State and the Contractor. During the final year of this Contract, all contracts between the Contractor and the participating businesses shall be prorated to end as of the date that this Contract between the State and the Contractor ends.

o. Once the Contractor receives the signed contract and fee, a participating business may not be displaced by a business with a shorter eligibility distance, or by a fully qualified business, as applicable, until the end of its contract period, and then only by a business with a current Notice of Eligibility on file with the Contractor.

p. The Contractor's contract shall provide that computation of the year during which the business's logo sign may be displayed shall be based upon the date that the business's logo sign is installed on the background sign panel.
q. The Contractor shall conduct an annual inspection of all eligible interchanges and participating businesses of the Logo Sign Program to ensure that all eligible interchanges and participating businesses still comply with the Rules and Regulations and advise the State of the results of each inspection.

r. The Contractor shall maintain complete records of all inquiries, participants, money received, and comments about the Logo Sign Program. These records shall be maintained in a Microsoft Excel spreadsheet, or other format specified or approved by the State. Any and all such records shall be made available to the State for review upon request.

s. The Contractor shall provide the State a yearly report in a standardized format that shall be developed by the State and the Contractor, indicating and including the following:

1. A signed certified statement that the report is complete and accurate,
2. The current status of all participants in the Logo Sign Program,
3. A digitized photograph with time stamp of each background sign panel at each interchange, to provide a visual record of participation of current businesses in the Logo Sign Program; and,
4. A summary of all comments received about the Logo Sign Program, which shall include the individual's name, address, and nature of the comment, and a listing of all work orders issued by the Contractor, indicating background sign panel repairs or business logo adjustments.

r. Contractor shall maintain the following information about each business participating in the Logo Sign Program:

1. Business name.
2. Motorist service provided by the participating business.
3. Name and telephone number of the participating business’s POC.
4. Telephone number of the business (if different from the POC’s telephone number).
5. Address of business.
6. Interchange route number, exit number, and county in which the interchange is located.
7. Distance from the Primary Point of Intersection (PPOI) and eligibility distance of business as measured by a precise measuring device.
8. A listing of all logo signs installed, which shall include the business's name, date of installation, location of background sign panel and position on background sign panel.
9. Renewal Date.
10. Annual Fee.
11. Service Type.
12. MPO location (whether located within or outside of an MPO).
13. County.
14. Route.
15. Exit Number.
16. Route Direction.
17. Structure ID (will be provided later by the State to be added by Contractor to each record).

u. All data related to the location of businesses shall be maintained by the Contractor in a Microsoft Excel spreadsheet, or other format specified or approved by the State, with each record element in a separate column. During the Contract term, the Contractor may be required to add a structure identification number to each record. The identification number will be provided by the State after each sign has been inventoried by the State.

v. Contractor shall provide the State with a profit and loss report, audited by a Certified Public Accountant, for each Contract year. The Contractor shall ensure that the report includes at a minimum the revenues generated during the period for the following specific categories:
(1) Total annual fees paid by participating businesses, with subtotals for each participating business per logo sign location, per direction.

(2) Total logo sign printing/production charges, including Contractor's markup, paid by participating businesses for logo signs and/or trailblazer signs, with subtotals for each participating business per logo sign location, per direction.

(3) Total installation costs, with Contractor's markup, paid by participating businesses for covering or maintenance of logo signs and for the installation of logo signs and/or trailblazer signs replaced at a participating business's request, with subtotals for each participating business per logo sign location, per direction.

(4) All other revenues received by the Contractor based, directly or indirectly, on the Contractor's operation of the Logo Sign Program.

(5) Total insurance proceeds received from the insurance companies as compensation for any signs damaged, including damage by motorists or mowers.

(6) Sum total of all gross revenue received by the Contractor from the operation of the Logo Sign Program.

w. The Contractor shall publish and maintain an internet website to be made available to the public at no charge or registration fee with information regarding the Logo Sign Program.

(1) The website shall be pre-approved by the State and operational within ninety (90) days after award of this Contract.

(2) The State retains final authority over the data of the website and approval authority over the website.

(3) The website shall be updated by the tenth (10th) calendar day of each month of the Term and shall contain information including, but not limited to:

   i. Information about the Logo Sign Program that businesses may use to participate in the Logo Sign Program.

   ii. An interactive map showing the location of the participating businesses.

   iii. Information about each participating business including, but not limited to, location, phone number, description of services or products and, if available, the participating business's website and email address.

(4) Website data shall be available to the State upon request in a Microsoft Excel spreadsheet, or in some other format specified or approved by the State.

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

a. Urban areas: The Contractor shall install logo signs and background sign panels at the direction of the State in urban areas of one hundred thousand (100,000) or greater population upon the State receiving a written request from the local government in which the signs are to be located, and provided further that all the criteria are met as described in the Rules of the Tennessee Department of Transportation, Chapter 1680-03-03 - Specific Service Signs (Logo Sign Program) and the State has determined there is adequate space for the new signs. Incorporated cities may place certain limits or prohibit the use of trailblazer signs within their respective jurisdictions and the Contractor shall comply with such at the direction of the State. The Contractor shall notify the State of any requests they receive from businesses for such logo signs. The State shall direct the
Contractor where to install such background sign panels. The Contractor shall install such signs within three (3) months of being requested by the State to install.

b. The Contractor shall not install any background sign panels or logo signs at any freeway to freeway or freeway to expressway directional interchanges.

c. The State, at its sole discretion, reserves the right to add eligible interchanges and highways to this Contract in accordance with Tenn. Code Ann. § 54-5-1101.

d. If authorized by the State, the Contractor shall install new or larger background sign panels, as well as all required directional arrows and distance indicators on the background sign panels.

e. The Contractor may deduct the cost of installing any new or larger background sign panels from the quarterly payments due to the State as detailed in Section C. If the cost of such installation exceeds the quarterly payment, then the balance may be deducted from the following quarterly payments until such costs are recovered by the Contractor. The deducted cost for installation may not exceed the average of the unit prices of the current year’s Random On-Call Signing Contracts. If work is subcontracted, the Contractor shall not deduct a cost from the quarterly payments detailed in Section C. greater than five percent (5%) over what is charged by the subcontractor. Subcontractor may not change more than the average unit prices of the current year’s Random On-Call Signing Contracts.

f. The Contractor shall install all logo signs and trailblazer signs.

g. The Contractor shall allow participating businesses to provide their logo / trailblazer sign, or upon request by a participating business, the Contractor shall fabricate their logo trailblazer sign at an amount not to exceed the Contractor's cost plus a twenty-five percent (25%) markup, See Section C.

h. The Contractor shall not charge any participating business for the initial installation of any background sign panels, logo signs, and/or trailblazer signs beyond the annual fee paid by the participating business for participating in the Logo Sign Program; provided, however, that if a business requests a change in the name or design of its logo signs and/or trailblazer signs, the Contractor may charge the business no more than the Contractor's cost to install the logo signs and/or trailblazer signs plus a twenty-five percent (25%) markup.

i. All work performed by the Contractor to install new background sign panels shall be coordinated with the regional construction offices. The Contractor shall notify State Headquarters Traffic Operations and the appropriate State regional construction office and receive authorization before starting any work at a particular sign location. TDOT will perform inspection related work at no cost to the logo contractor.

j. All business panel logo sign designs shall meet the State's approval prior to manufacture. The Contractor shall submit color replicas of the designs to the State for approval.

k. All materials used by the Contractor shall meet current State Standard Specifications for Highway Signing Materials. The Contractor shall provide certifications as to materials and quantities in a manner specified by the State.

l. All sign supports installed by the Contractor shall meet relevant Tennessee Department of Transportation material specifications and Manual on Uniform Traffic Control Devices (MUTCD) placement guidelines.

m. As applicable, the Contractor shall comply with the Underground Utility Damage Prevention Act, Tenn. Code Ann. Title 65, Chapter 31 (commonly referred to as Tennessee 811) in performing its duties under this Contract.

n. When space in not available in both directions of the mainline, then only one direction may be signed, and the fees shall be reduced by half. No reduction in fees will be allowed when a ramp
logo sign is not needed, and no ramp logo sign may be installed without a mainline logo sign also being installed.

A.8. Maintenance: The Contractor shall be responsible for the maintenance of signs as needed to implement the Logo Sign Program. The following details the main processes and activities that shall be conducted by the Contractor to perform maintenance services.

a. Initial Inspection and Refurbishment -

(1) Logo Sign Order: The Contractor shall inspect all existing logo signs statewide and submit a report to the State by July 1, 2023, detailing any deficiencies in the order of the logo signs and the costs to correct these deficiencies. Upon receiving this report, the State may direct the Contractor via a work order to correct any deficiencies in the order of the logo signs. The State may issue multiple work orders in this regard. If directed by the State to correct any existing sign order deficiencies, the Contractor may deduct the cost in of performing this work in accordance with Section A.8.a.(3) below.

(2) Background Sign Panel Condition: By July 1, 2023, the Contractor shall inspect all existing background sign panels and provide the State with a prioritized list by condition for refurbishment. The Contractor shall make a visual inspection of each sign and document the condition as good, fair, or poor. Good means there are no major defects, and the sign is expected not to need repairs for more than five (5) years. Fair means the sign is expected to last for about five (5) years. Poor means the sign will need to be repaired or refurbished as soon as feasible. All sign inspection data along with date of inspection and condition shall be maintained in the Contractor's Microsoft Excel 2010 spreadsheet database or other format specified or approved by the State.

i. The State will review the list and determine the scope of work and provide the Contractor with an approval to proceed that details the background sign panels the Contractor shall refurbish based on the previously mentioned inspection process.

ii. The Contractor shall refurbish the signs on the list by as soon as feasible and within one year of receiving the approval to proceed. All materials used by the Contractor to refurbish shall meet current State Standard Specifications for Highway Signing Materials. Refurbishing shall be performed by the Contractor and consist of items such as 1. replacing existing extruded panels with new extruded panels, and 2. providing new borders, letters, and arrows.

iii. The State may elect to do additional refurbishing projects during the Term of the Contract under the same process previously described in this Contract.

(3) The cost of refurbishing background sign panels as directed by the State, and the cost of correcting deficiencies in logo sign order if directed by the State, may be deducted from the Contractor's quarterly payment due the State as detailed in Section C. If the cost of such work exceeds the quarterly payment, then the balance may be deducted from the following quarterly payments until such costs are recovered by the Contractor. The deducted cost for refurbishing may not exceed the average of the unit prices set in the current years’ four (4) Random On-Call Signing Contracts. If work is subcontracted, the Contractor shall not deduct a cost from the quarterly payments detailed in Section C. greater than five percent (5%) over what is charged by the subcontractor.

(4) All business panel logo sign designs shall meet the State’s approval prior to manufacture. The Contractor shall submit color replicas of the designs to the State for approval.

(5) All materials used by the Contractor shall meet current State Standard Specifications for Highway Signing Materials. The Contractor shall provide reports and certifications as to materials and quantities in a manner specified by the State.
(5) All sign supports installed by the Contractor shall meet relevant Tennessee Department of Transportation material specifications and Manual on Uniform Traffic Control Devices ("MUTCD") placement guidelines.

(6) As applicable, the Contractor shall comply with the Underground Utility Damage Prevention Act, Tenn. Code Ann. Title 65, Chapter 31 (commonly referred to as "Tennessee 811") in performing its duties under this Contract.

(7) When space in not available in both directions of the mainline, then only one direction may be signed and the participating business fees shall be reduced by half. No reduction in fees will be allowed when a ramp logo sign is not needed, and no ramp logo sign may be installed without a mainline logo sign also being installed.

(8) All work performed by the Contractor to install new, replacement, or refurbished background sign panels shall be coordinated with the State regional construction offices. The Contractor shall notify State Headquarters Traffic Operations and the appropriate State regional construction office before starting any work at a particular sign location.

b. Regular Maintenance.

(1) The Contractor shall schedule and perform regular maintenance inspections and work for each sign structure. The Contractor shall perform regular maintenance that shall include but not be limited to:

i. Rebuilding or replacing background sign panels and logo signs as needed due to traffic accidents, acts of vandalism, natural disasters, or other similar circumstances beyond the Contractor’s control.

ii. Washing each logo sign face as needed.

iii. Checking logo sign fastening.

iv. Re-torquing all up-right bolts as needed to assure break-away compliance.

v. Other maintenance procedures as needed.

(2) The Contractor shall perform all maintenance work on all background sign panels, logo signs, trailblazer signs, signposts, and sign supports that are a part of the Logo Sign Program. The Contractor shall repair or replace a damaged background sign panel, logo sign, trailblazer sign, signposts, and sign supports within fifteen (15) working days of notification of the incident.

(3) The Contractor shall advise the State upon the completion of all repairs adjustments, change-outs of logo signs, or routine maintenance of background sign panels, and provide a digital time stamped photograph of the sign face changes.

(4) The Contractor shall be responsible for all costs incurred to complete regular maintenance and shall not deduct the costs of regular maintenance from the quarterly payments to the State as detailed in Section C, except as provided in Section A.8.b.(5) below.

(5) The Contractor shall require the following language to be contained in each contract it holds with a participating business: "When the logo sign and/or trailblazer sign of a participating business becomes damaged because of acts of vandalism, natural causes, motor vehicle accidents, or other similar circumstances beyond the Contractor's control, the Participating Business shall provide, at its expense, a new logo sign and/or trailblazer sign to the Contractor within forty-five (45) days for replacement."
(6) However, if the Contractor or its agent damages the logo sign or trailblazer sign of a participating business, the Contractor shall be responsible for the cost of producing and installing the new logo sign and/or trailblazer sign. The Contractor shall be responsible for all costs incurred for the aforesaid new sign replacement and shall not deduct the aforesaid costs of sign replacement from the quarterly payments due to the State as detailed in Section C.

(7) If in the opinion of the State or the Contractor, a logo sign or trailblazer sign of a business becomes unsightly, badly faded, or in a state of disrepair, the Contractor shall ensure the Participating Business provides at its expense a new or refurbished logo sign or trailblazer sign for replacement to the Contractor within forty-five (45) days of request.

(8) Businesses that participate in this Logo Sign Program may provide their own mainline logo signs, ramp logo signs and logo sign on the trailblazer signs at their own expense provided they meet all relevant specifications. If the participating business requests the Contractor to produce the sign, the Contractor may charge the participating business installation cost and the cost of production plus a twenty-five percent (25%) markup.

(9) All work performed by the Contractor to install new, replacement, or refurbished background sign panels shall be coordinated with the State regional construction offices. The Contractor shall notify State Headquarters Traffic Operations and the appropriate State regional construction office before starting any work at a particular sign location.

(10) The Contractor shall submit color replicas of the designs to the State for approval. All business logo sign designs must meet the State's approval prior to manufacture.

A.9. The Contractor agrees that no person shall provide services and deliverables under this Contract except the legal employees of the Contractor and legal employees of authorized subcontractors. This provision shall be incorporated into all subcontracts. Violation of the terms of this paragraph and any other paragraph of this Contract may subject the Contractor or subcontractor to suspension from eligibility to bid on future projects, at the discretion of the Commissioner. No approved subcontracts or transfer of Contract shall in any case release the Contractor of liability under the Contract or the performance bond.

A.10. The Contractor shall charge Attractions that are 501(c)(3) non-profit organizations as registered with the U.S. Internal Revenue Service twenty (20)% of the fee listed in paragraph C.1. with no remittance to be paid to the State.

B. TERM OF CONTRACT:

B.1. This Contract shall be effective on DATE (“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 Procuring Party prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. The Contractor shall charge an annual fee to each participating business, which covers the installation of all background sign panels and the initial installation of any logo signs and trailblazer signs. The cost for the installation of new background sign panels may be deducted from the Contractor's quarterly payment due the State. If the cost of such installation(s) exceeds the quarterly payment, then the balance may be deducted from the following quarterly payments until such costs are recovered by the Contractor. The Contractor may not charge a business any initial installation fees or charges other than the annual fee. The annual fee to be collected by the Contractor from each business is as follows:

<p>| Fee for each logo sign per business location outside four (4) big Metropolitan Planning Organizations (MPO) (i.e., a business located outside of the Memphis, Nashville, Chattanooga, or Knoxville MPO areas) | $1,373.00 per year. |</p>
<table>
<thead>
<tr>
<th>Goods or Services Description</th>
<th>Amount (per compensable increment)</th>
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</thead>
<tbody>
<tr>
<td>% share of gross revenue earned to be paid to the State for the participating business locations’ signs</td>
<td>% share of gross revenue earned to be paid to the State quarterly</td>
</tr>
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</table>

C.2. Any interchange with any part off the on-ramp or off-ramp inside one of the four big MPOs will be considered inside the MPO for the purpose of charging the annual fee to each participating business signed at that interchange.

C.3. The Contractor may charge a business for the production and installation of a logo sign and/or any trailblazer sign when a logo sign must be changed due to a design change or name change requested by the business. In such case, the Contractor may charge the business for the cost of producing the logo sign and/or trailblazer sign in an amount not to exceed the Contractor’s cost plus a twenty-five percent (25%) markup. Alternatively, the business may provide its own logo signs and trailblazer signs if they meet all relevant material specifications, in which case the Contractor may only charge the installation costs plus the markup. If a logo sign or trailblazer sign is replaced during regular maintenance, as provided in Section A.8.b., the Contractor may charge the business for the cost of producing the sign, plus a twenty-five percent (25%) markup, unless the business provides the sign to the Contractor at its own expense.

C.4. The cost of refurbishing background sign panels as directed by the State, and the cost of correcting deficiencies in logo sign order if directed by the State, may be deducted from the Contractor's quarterly payment due the State. If the cost of such work exceeds the quarterly payment, then the balance may be deducted from the following quarterly payments until such costs are recovered by the Contractor. The deducted cost for refurbishing may not exceed the average of the unit prices set in the current years’ four (4) Random On-Call contracts’. If work is subcontracted, the Contractor shall not deduct a cost from the quarterly payments detailed in Section C. greater than five percent (5%) over what is charged by the subcontractor.

C.5. The Contractor shall remit to the State, revenue listed as follows:

<table>
<thead>
<tr>
<th>Goods or Services Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>% share of gross revenue earned to be paid to the State for the participating business locations’ signs</td>
<td>% share of gross revenue earned to be paid to the State quarterly</td>
</tr>
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</table>

C.6. Contractor shall pay the State the aforesaid % share of gross revenue earned within ten (10) days of the end of the quarter (i.e., end of quarter being March 31, June 30, September 30, and December 31 of each year). Gross revenue includes all revenues received by the Contractor from the operation of the Logo Sign Program, but excluding logo sign/trailblazer sign printing/production charges, logo sign/trailblazer sign installation costs, and insurance proceeds.

C.7. This Contract does not grant the Contractor any exclusive rights. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
D.2. **Modification and Amendment.** This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. **Termination for Convenience.** The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Said termination shall not be deemed a breach of contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the Procuring Party exercise this provision, the Procuring Party shall be required to compensate the State for satisfactorily, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be determined by the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission in order to seek redress.

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

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

D.5. **Subcontracting.** Neither the Procuring Party nor the State shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings).

D.6. **Conflicts of Interest.** The Procuring Party warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by section A. of this Contract.

D.7. **Nondiscrimination.** The State and the Procuring Party hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the State or the Procuring Party on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.

D.8. **Records.** The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of five (5) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.9. **Strict Performance.** Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.10. **Independent Contractor.** The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or
direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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

D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.12. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties’ control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.13. State and Federal Compliance. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Procuring Party acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties’ agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.16. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.18. HIPAA Compliance. The State and Procuring Party shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act and any other relevant laws and regulations regarding privacy (collectively the “Privacy Rules”).

a. Procuring Party 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. Procuring Party 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 Procuring Party 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 Procuring Party in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.
d. The Procuring Party will indemnify the State and hold it harmless for any violation by the Procuring Party 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.19. **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 Procuring Party by the State or acquired by the Procuring Party on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Procuring Party to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

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

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

D.20. **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 Public Chapter No. 775.

E. **SPECIAL TERMS AND CONDITIONS:**

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

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

The State:

Joseph Sweat, Transportation, Manager 1  
Tennessee Department of Transportation, HQ Traffic Engineering Office  
JK Polk Building, 18th Floor  
505 Deaderick St  
Nashville, TN 37243  
Joseph.Sweat@tn.gov  
Telephone # 615-532-3431
The Procuring Party:

Procuring Party Contact Name & Title  
Procuring Party Name  
Address  
Email Address  
Telephone #  
FAX #

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

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

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

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

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

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

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

The Procuring Party 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.

E.5. **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.7. **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 Reference. 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.8. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor’s failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance (“TDCI”); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers’ compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention (“SIR”) over fifty thousand dollars ($50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor’s sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

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

Contractor shall provide the State a certificate of insurance (“COI”) evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer’s National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor’s policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor’s letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete 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


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.

IN WITNESS WHEREOF,

PROCURING PARTY LEGAL ENTITY NAME:


PROCURING PARTY SIGNATURE

DATE

PRINTED NAME AND TITLE OF PROCURING PARTY SIGNATORY (above)

TENNESSEE DEPARTMENT OF TRANSPORTATION:


HOWARD H. ELEY, COMMISSIONER

DATE


JOHN REINBOLD, GENERAL COUNSEL

APPROVED AS TO FORM AND LEGALITY

DATE