



**STATE OF TENNESSEE
CENTRAL PROCUREMENT OFFICE**

**REQUEST FOR QUALIFICATIONS
FOR
DATA MANAGEMENT ON CALL CONSULTANT**

RFQ # 40100-51125

RELEASE #2

TABLE OF CONTENTS

SECTIONS:

- 1. Introduction**
- 2. RFQ Schedule of Events**
- 3. Response Requirements**
- 4. General Information & Requirements**
- 5. Procurement Process & Contract Award**

ATTACHMENTS:

- A. Technical Response & Evaluation Guide – Mandatory Requirement Items**
- B. Technical Response & Evaluation Guide – General Qualifications & Experience Items**
- C. Technical Response & Evaluation Guide – Technical Qualifications, Experience & Approach Items**
- D. Cost Proposal**
- E. Statement of Certifications & Assurances**
- F. Reference Questionnaire**
- G. Summary Score Matrix**
- H. Award Category Matrix**
- I. *Pro Forma* Contract**

1. INTRODUCTION

The State of Tennessee, Department of Transportation, hereinafter referred to as “the State,” issues this Request for Qualifications (“RFQ”) to define mandatory goods or services requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses.

Through this RFQ or any subsequent solicitation, the State seeks to buy the requested goods or services and to give ALL qualified respondents, including those that are owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises, the opportunity to do business with the state as contractors or subcontractors.

1.1. Statement of Procurement Purpose

- 1.2. The State, Department of Transportation (“TDOT”) Long Range Planning Division, intends to procure planning and/or professional consultants or consultant firms, to conduct transportation data and system related projects that provides practical and timely solutions to problems that transportation practitioners and administrators face at the Tennessee Department of Transportation (TDOT). The contract is intended to seek solutions - not only for enhancement of the existing transportation system - but systematic progressive change in order to improve the status of quo and bring more sustained efficiency through emerging technologies. Such work will include highway information systems & transportation data management; traffic monitoring program related activities; performance measurement and planning solutions; linear referencing systems; asset data management; Geographic Information Systems; spatial analytics and data visualization; transportation modeling; as well as many other multidisciplinary projects such as Intelligent Transportation Systems and Transportation Systems Management and Operations, big data analytics; data governance; enterprise ML/AI solutions; and decision support systems. Respondents should have the capability and capacity to perform a wide range of transportation data and system related tasks.

The State intends to qualify Respondents based on the responses to the RFQ to award up to **forty-two (42)** Master Contracts to qualified Respondents and then use its Delegated Authority process to issue Work Orders during the delegation period.

Qualified Respondents will be ranked by Category, based on the RFQ evaluation score. The highest ranked Respondent per category will be offered work orders as they become available. If a Respondent is not available to perform the work, the work order will be offered to the next ranked Respondent. At no time will a Respondent be able to receive more than three (3) work orders at a time across all categories. The awarded Respondent(s) from the RFQ will enter into a Master Contract. TDOT will issue a Statement of Work “SOW” to the Respondent. Once finalized, Work Order(s) will be executed. Work orders will be issued from this RFQ for a five (5) year period.

The estimated maximum liability of the State’s Delegated Authority is **Twenty-five Million Dollars (\$25,000,000.00)**.

1.3. Pre-Response Conference

A Pre-Response Conference will be held at the time and date detailed in the RFQ Schedule of Events, RFQ § 2. Pre-Response Conference attendance is not mandatory, and potential Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations. Please contact the Solicitation Coordinator to RSVP for the Pre-Response Conference. The Conference will be held at:

Join on your computer, mobile app or room device:

[Click here to join the meeting](#)

Meeting ID: 247 619 151 844

Passcode: 7eDktV

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

Join with a video conferencing device

stateoftn@m.webex.com

Video Conference ID: 112 520 416 6

[Alternate VTC instructions](#)

Or call in (audio only)

[+1 629-209-4396,,951696802#](tel:+16292094396,951696802#) United States, Nashville

Phone Conference ID: 951 696 802#

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

1.4. Notice of Intent to Respond

Before the Notice of Intent to Respond Deadline detailed in RFQ § 2, Schedule of Events, potential Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond in the form of a simple e-mail or other written communication. Such notice should include the following information: the business or individual's name (as appropriate), a contact person's name and title, the contact person's mailing address, telephone number, facsimile, number, and e-mail address. Filing a Notice of Intent to Respond is not a prerequisite for submitting a response; however, it is necessary to ensure receipt of notices and communications relating to this RFQ.

2. RFQ SCHEDULE OF EVENTS

The following schedule represents the State's best estimates for this RFQ; however, the State reserves the right, at its sole discretion, to adjust the schedule at any time, or cancel and reissue a similar solicitation. Nothing in this RFQ is intended by the State to create any property rights or expectations of a property right in any Respondent.

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
1.	RFQ Issued		December 7, 2023
2.	Disability Accommodation Request Deadline	2:00 p.m.	December 12, 2023
3.	Pre-Response Conference	10:00 a.m.	December 15, 2023
4.	Notice of Intent to Respond Deadline	2:00 p.m.	December 18, 2023
5.	Written "Questions & Comments" Deadline	2:00 p.m.	December 21, 2023
6.	State response to written "Questions & Comments"		March 15, 2024
7.	RFQ Response Deadline	2:00 p.m.	April 1, 2024
8.	RFQ Cost Proposal Opened (ONLY for the apparent successful Respondents)	2:00 p.m.	April 15, 2024
9.	State Notice of Qualified Respondents and Rankings Released and RFQ Files Opened for Public Inspection		April 29, 2024
10.	End of Open File Period		May 6, 2024

3. RESPONSE REQUIREMENTS

3.1. **Response Contents:** A response to this RFQ should address the following:

- 3.1.1. **Mandatory Requirements:** This section details the mandatory technical, functional, and experience requirements that must be demonstrated in the response to this RFQ in order to be passed on to Phase II of the Technical Response evaluation. A Respondent should duplicate and use RFQ Attachment A as a guide to organize responses for the Mandatory Requirements of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table. This section is included in the State's evaluation as to whether or not a Respondent meets mandatory qualifications (Phase I).
- 3.1.2. **General Qualifications & Experience:** This section is included in the State's evaluation of Phase II of the Technical Response Evaluation and details general information and qualifications that must be demonstrated in the response to this RFQ. A Respondent should duplicate and use RFQ Attachment B as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table.
- 3.1.3. **Technical Qualifications, Experience & Approach:** This section is also included in the State's evaluation of Phase II of the Technical Response Evaluation and details technical qualifications, experience, and approach items that must be demonstrated in the response to this RFQ. A Respondent should duplicate and use RFQ Attachment C as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table.
- 3.1.4. **Cost Proposal:**
- 3.1.4.1. If included as part of this solicitation, then the Cost Proposal must be recorded on an exact duplicate of RFQ Attachment D, Cost Proposal. Any response that does not follow the instructions included in RFQ Attachment D may be deemed nonresponsive.
- 3.1.4.2. A Respondent must only record the proposed cost exactly as required by the RFQ Attachment D, Cost Proposal and must NOT record any other rates, amounts, or information.
- 3.1.4.3. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.
- 3.1.4.4. A Respondent must sign and date the Cost Proposal.
- 3.1.4.5. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response.

3.2. **Response Delivery Location**

A Respondent must ensure that the State receives a Response to this RFQ no later than the Response Deadline time and dates detailed in the RFQ § 2, Schedule of Events. All responses must be delivered to:

Jennifer Garrison
 Department of Transportation
 JK Polk Building, 5th Floor
 505 Deaderick St., Nashville, TN 37243
 p. 615-532-8165
 TDOT.RFP@tn.gov

3.3. Response Format

3.1.1. A Respondent must ensure that the original response meets all form and content requirements detailed within this RFQ.

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

3.3.2.1. Digital Media Submission

3.3.2.1.1. 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 USB flash drive and should be clearly identified as the:

“RFQ # 40100-51125 TECHNICAL RESPONSE ORIGINAL”

and ONE (1) 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 USB flash drive clearly labeled:

“RFQ # 40100-51125 TECHNICAL RESPONSE COPY”

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

3.3.2.1.2. 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 USB flash drive clearly labeled:

“RFQ # 40100-51125 COST PROPOSAL”

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

3.3.2.2. E-mail Submission

3.3.2.2.1. 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:

“RFQ # 40100-51125 TECHNICAL RESPONSE”

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

3.3.2.2.2. 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:

“RFQ # 40100-51125 COST PROPOSAL”

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

3.3.3. 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:

3.3.3.1. The Technical Response and copies must be placed in a sealed package that is clearly labeled:

“DO NOT OPEN... RFQ # 40100-51125 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”

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

“DO NOT OPEN... RFQ # 40100-51125 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

3.3.3.3. 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:

“RFQ # 40100-51125 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

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

3.4. **Response Prohibitions:** A response to this RFQ shall not:

- 3.4.1. Restrict the rights of the State or otherwise qualify the response to this RFQ;
- 3.4.2. Include, for consideration in this procurement process or subsequent contract negotiations, incorrect information that the Respondent knew or should have known was materially incorrect;
- 3.4.3. Include more than one response, per Respondent, to this RFQ;
- 3.4.4. Include any information concerning costs (in specific dollars or numbers) associated with the Technical Response;
- 3.4.5. Include the respondent’s own contract terms and conditions (unless specifically requested by the RFQ); or
- 3.4.6. Include the respondent as a prime contractor while also permitting one or more other respondents to offer the respondent as a subcontractor in their own responses.

3.5. **Response Errors & Revisions**

A Respondent is responsible for any and all errors or omissions in its response to this RFQ. A Respondent will not be allowed to alter or revise its response after the Response Deadline time and dates as detailed in RFQ § 2, Schedule of Events, unless such is formally requested in writing by the State (e.g., through a request for clarification, etc.).

3.6. Response Withdrawal

A Respondent may withdraw a response at any time before the Response Deadline time and date as detailed in RFQ § 2, Schedule of Events, by submitting a written signed request by an authorized representative of the Respondent. After withdrawing a response, a Respondent may submit another Response at any time before the Response Deadline time and date as detailed in RFQ § 2, Schedule of Events.

3.7. Response Preparation Costs

The State will not pay any costs associated with the preparation, submittal, or presentation of any response. Each Respondent is solely responsible for the costs it incurs in responding to this RFQ.

4. GENERAL INFORMATION & REQUIREMENTS

4.1. Communications

- 4.1.1. Respondents shall reference RFQ #40100-51125 in all communications relating to this solicitation, and direct any such communications to the following person designated as the Solicitation Coordinator:

Jennifer Garrison
 Department of Transportation
 JK Polk Building
 505 Deaderick St., Nashville, TN 37243
 p. 615-532-8165
TDOT.RFP@tn.gov

The State will convey all official responses and communications related to this RFQ to the potential respondents from whom the State has received a Notice of Intent to Respond (refer to RFQ Section 1.3.).

- 4.1.2. Potential respondents with a handicap or disability may receive accommodation relating to the communication of this RFQ and participating in the RFQ process. Potential respondents may contact the RFQ Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in RFQ § 2, Schedule of Events.
- 4.1.3. **Unauthorized contact about this RFQ with other employees or officials of the State of Tennessee may result in disqualification from contract award consideration.**
- 4.1.4. Notwithstanding the foregoing, potential Respondents may also contact the following as appropriate:
- 4.1.4.1. Staff of the Governor's Office of Diversity Business Enterprise may be contacted for assistance with respect to available minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities and small business enterprises as well as general public information relating to this request; or
- 4.1.4.2. 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

4.2. 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 solicitation or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion (subject to Tenn. Code Ann. §§ 4-21-401 and 405), sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this solicitation shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

4.3. **Conflict of Interest**

- 4.3.1. The State may not consider a proposal from an individual who is, or within the past six (6) months has been, a State employee. For these purposes,
- 4.3.1.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
 - 4.3.1.2. A contract with or a proposal from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
 - 4.3.1.3. A contract with or a proposal from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.
- 4.3.2. This RFQ is also subject to Tenn. Code Ann. § 12-4-101—105.

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

- 4.4.1. Each potential respondent must carefully review this RFQ, including but not limited to, attachments, the RFQ Attachment I., *pro forma* Contract, and any amendments for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called “questions and comments”).
- 4.4.2. Any potential respondent having questions and comments concerning this RFQ must provide such in writing to the State no later than the written “Questions & Comments Deadline” detailed in RFQ § 2, Schedule of Events.
- 4.4.3. Protests based on any objection 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.”

4.5. **Disclosure of Response Contents**

- 4.5.1. All materials submitted to the State in response to this solicitation become property of the State of Tennessee. Selection for award does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full contents and associated documents submitted in response to this request will become open to public inspection in accordance with the laws of the State of Tennessee. Refer to RFQ § 2, Schedule of Events.
- 4.5.2. The RFQ responses will be available for public inspection only after the completion of evaluation of the RFQ or any resulting solicitation which this RFQ becomes a part of, whichever is later.

4.6. **Notice of Professional Licensure, Insurance, and Department of Revenue Registration Requirements**

- 4.6.1. 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 part of a response to this RFQ, shall be properly licensed to render such opinions.
- 4.6.2. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Respondent to submit evidence of proper licensure.

- 4.6.3. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must provide a valid, Certificate of Insurance indicating current insurance coverage meeting minimum requirements as may be specified by the RFQ.
- 4.6.4. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve 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>

4.7. **RFQ Amendments & Cancellation**

- 4.7.1. The State reserves the right to amend this RFQ at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential respondents to meet the deadlines and revise the RFQ Schedule of Events if deemed appropriate. If a RFQ amendment is issued, the State will convey it to potential respondents who submitted a Notice of Intent to Respond (refer to RFQ § 1.3). A response must address the final RFQ (including its attachments) as may be amended.
- 4.7.2. The State reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFQ in accordance with applicable laws and regulations.

4.8. **State Right of Rejection**

- 4.8.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all proposals.
- 4.8.2. The State may deem as nonresponsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFQ. Notwithstanding the foregoing, the State reserves the right to seek clarifications or to waive, at its sole discretion, a response's minor variances from full compliance with this RFQ. If the State waives variances in a response, such waiver shall not modify the RFQ requirements or excuse the Respondent from full compliance with such, and the State may hold any resulting vendor to strict compliance with this RFQ.
- 4.8.3. The State will review the response evaluation record and any other available information pertinent to whether or not each respondent is responsive and responsible. If the evaluation team identifies any respondent that appears not to meet the responsive and responsible thresholds such that the team would not recommend the respondent for potential contract award, this determination will be fully documented for the record. ("Responsive" is defined as submitting a response that conforms in all material respects to the RFQ. "Responsible" is defined as having the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

4.9. **Assignment & Subcontracting**

- 4.9.1. The vendor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFQ without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.
- 4.9.2. If a Respondent intends to use subcontractors, the response to this RFQ must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFQ Attachment B, Item B.14.).

- 4.9.3. Subcontractors identified within a response to this RFQ 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.
- 4.9.4. The Contractor resulting from this RFQ may only substitute another subcontractor for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.
- 4.9.5. Notwithstanding any State approval relating to subcontracts, the Contractor resulting from this RFQ will be the prime contractor and will be responsible for all work under the Contract.

4.10. **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 RFQ process.

5. PROCUREMENT PROCESS & CONTRACT AWARD

- 5.1. The complete vendor selection will be a two-part process: (1) Qualification of Technical Responses; and (2) Review of Cost Proposals only. Cost Proposals will be gathered but not evaluated.
- 5.2. Qualification of Technical Responses: Technical Responses will be short-listed for further evaluation, analysis or negotiation if they are apparently responsive, responsible, and within the competitive range (“Competitive Range”). A Technical Response will be deemed within the Competitive Range based on the following criterion:
- All Responses deemed qualifying for each category after the Technical Response score is totaled will be put in ordinal ranking (1 - the best-evaluated ranking).
- For each category, the total evaluation score will determine the order rank to receive Work Orders. If the first Respondent isn’t available, then Work Order will go to the next ranked Respondent, and so on.
- Phase I: The State will evaluate the Mandatory Requirements set forth in RFQ Attachment A on a pass/fail basis.
- Phase II: Following the Phase I evaluation, the State will apply a standard equitable evaluation model, which will represent a qualitative assessment of each response. Each response will be scored by Evaluation Team members according to the Technical Response & Evaluation Guides (See RFQ Attachments B & C).
- The Solicitation Coordinator will total the average score from the evaluation team for each responsive and responsible Respondent’s Technical Response Points for RFQ Attachments B & C to determine which of the Respondents are considered Qualified and within the Competitive Range.
- PHASE III: The State will award Master Contracts. When work comes available, the State will follow the Statement of Work “SOW” process under its Delegated Authority to issue and execute Work Orders.
- 5.3. Cost Proposals: Respondents must submit a cost proposal with not-to-exceed rates. The cost proposal will not be scored; but responses without cost proposals may be deemed non-responsive. The cost proposal will be incorporated into contracts awarded per work order to set not-to-exceed rates qualified through this RFQ.
- 5.4. Clarifications and Negotiations: The State reserves the right to award a contract on the basis of initial responses received; therefore, each response should contain the respondent’s best terms from a technical and cost standpoint. However, the State reserves the right to conduct clarifications or negotiations with respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.
- 5.4.1. 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 round(s). Each clarification sought by the State may be unique to an individual respondent.
- 5.4.2. Negotiations: The State may elect to negotiate with Qualified Respondents, within the competitive range, by requesting revised responses, negotiating costs, or finalizing

contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds.

5.4.2.1. Cost Negotiations: All responsive respondents within the competitive range 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 meet or beat target prices, but will not be allowed to increase prices.

5.4.2.2. If the State determines costs and contract finalization discussions and negotiations are not productive, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

5.5. Evaluation Guide

The State will consider qualifications, experience, technical approach, and cost (if applicable) in the evaluation of responses and award points in each of the evaluation categories detailed below. The maximum evaluation points possible for each category are detailed below.

Evaluation Category	Maximum Points Possible
Mandatory Requirements (refer to RFQ Attachment A)	Pass/Fail
General Qualifications, Experience, Technical Qualifications, Experience & Approach (refer to RFQ Attachment B)	20
Technical Qualifications, Experience & Approach (refer to RFQ Attachment C)	80 per each consultant category
Consultant Categories: 1. Category 1 Highway Information Systems & Data Management 2. Category 2 Traffic Monitoring and Analysis 3. Category 3 Performance Measurement and Management 4. Category 4 GIS, Spatial Analytics, and Data Visualization 5. Category 5 Transportation Modeling 6. Category 6 Multidisciplinary 1: Intelligent Transportation Systems (ITS), Transportation Systems Management and Operations (TSMO) 7. Category 7 Multidisciplinary 2 (Big Data Analytics; Data Governance; Enterprise AI Solution; Decision Support Systems)	

5.6. Contract Award

Multi-Award Process

Respondents shall be given a rank order for preference of work orders issued by the consultant categories RFQ Attachment H Award Category Matrix. This RFQ will qualify and rank Respondents to award up to six (6) Master Contracts per Category. When work comes available, the State will follow the Statement of Work "SOW" process under its Delegated Authority to issue and execute Work Orders.

The consultant categories and corresponding RFQ Section C. Items are:

1. Section C Category 1 Highway Information Systems & Data Management
2. Section C Category 2 Traffic Monitoring and Analysis
3. Section C Category 3 Performance Measurement and Management
4. Section C Category 4 GIS, Spatial Analytics, and Data Visualization
5. Section C Category 5 Transportation Modeling
6. Section C Category 6 Multidisciplinary 1: Intelligent Transportation Systems (ITS), Transportation Systems Management and Operations (TSMO)
7. Section C Category 7 Multidisciplinary 2 (Big Data Analytics; Data Governance; Enterprise AI Solution; Decision Support Systems)

For each response per category from **Section B and Section C** scores evaluated, the Solicitation Coordinator will calculate the total points for each category of the Proposal Evaluation Team member scores for RFQ Attachment **B and C**, Technical Response & Evaluation Guide, and record the ranking.

When work is required by the State, the top-ranked Respondent in the applicable category of work will be sent a Statement of Work "SOW". Upon the Respondent's acceptance of the SOW, the State will execute a Work Order. If the State has already issued three (3) current work orders to one Respondent, that Respondent will not be eligible to receive another work order until such time when at least one (1) of the three (3) current work orders has been deemed fully completed by the State. If the Respondent has three (3) current work orders, the State shall move on to the next ranked Respondent, and so on. **The Contractor is not obligated to accept a work order. If the Contractor does not accept the work order, it will be offered to the next ranked Contractor. The awarded Contractor shall only be permitted to decline a work order a maximum of three times per calendar year. Declining additional work orders will result in the highest ranked Contractor being re-ranked to the lowest position.**

Work orders shall be issued as authorized in Section A.8. of the pro forma contract, at a cost not to exceed the billing rate per personnel in the Respondent's cost proposal.

- 5.6.1. The Solicitation Coordinator will submit the Evaluation Team determinations and response scores to the head of the contracting agency, or the agency head's designee, for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.6.2. The contracting agency head, or the agency head's designee, will determine the apparent best-evaluated responses. (To effect a contract award to a Respondent other than the one receiving the highest evaluation score, the head of the contracting agency must provide written justification and obtain written approval of the Chief Procurement Officer and the Comptroller of the Treasury.)
- 5.6.3. The State reserves the right to determine ranked Respondents without further discussion of any response.
- 5.6.4. The State will issue an Evaluation Notice and make the RFQ files available for public inspection at the time and date specified in the RFQ §2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Respondent identified as the apparent best evaluated or any other Respondent.

- 5.6.5. The Respondent identified as offering the apparent best-evaluated, if selected for a work order, must sign a contract drawn by the State pursuant to this RFQ. The contract shall be substantially the same as the RFQ Attachment I., *pro forma* contract. The Respondent must sign said Master Contract no later than the Respondent Contract Signature Deadline detailed in RFQ § 2, Schedule of Events. If the Respondent fails to provide the signed contract by the deadline, the State may determine the Respondent is non-responsive to this RFQ and reject the response.

- 5.6.6. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluation or negatively impact the competitive nature of the RFQ and contractor selection process.
- 5.6.7. If the State determines that a response is nonresponsive and rejects it, the Solicitation Coordinator will re-calculate scores to determine (or re-determine) the apparent best-evaluated response.

ATTACHMENT A**TECHNICAL RESPONSE & EVALUATION GUIDE**

All Respondents must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). All Respondents must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review all responses 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 Evaluation Team must review the responses and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFQ requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Technical Response must be delivered to the State no later than the Technical Response Deadline specified in the RFQ § 2, Schedule of Events.	
		The Technical Response must not contain cost or pricing information of any type.	
		The Technical Response must not contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must not submit alternate responses.	
		A Respondent must not submit multiple responses in different forms (as a prime and a subcontractor).	
	A.1.	Provide the Statement of Certifications and Assurances (RFQ Attachment E) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFQ and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide at least one of the following financial documents dated within the last three (3) months: (1) an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit score for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.); (2) income	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		<p>statement, indicating the Respondent’s financial operations; or (3) balance sheet, showing the Respondent’s flow of funds.</p> <p>Any documentation disclosing the amount of cash flows from operating activities should be for the Respondent’s most current operating period and must indicate whether the cash flows are positive or negative. If the cash flows are negative for the most recent operating period, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.</p> <p>NOTICE: All persons, agencies, firms, or other entities that provide opinions regarding the Respondent’s financial status <u>must</u> be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders the opinions.</p>	
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide a current credit rating from Moody’s, Standard & Poor’s, A.M. Best or Fitch Ratings, verified and dated within the last three (3) months and indicating a positive credit rating for the Respondent. OR , in lieu of the aforementioned credit rating, provide an official document or letter from an accredited credit bureau, dated within the last three (3) months and indicating a satisfactory credit score for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	A.6.	<p>Provide a statement of which category/categories Respondent is proposing:</p> <ol style="list-style-type: none"> 1. Section C Category 1 Highway Information Systems & Data Management 2. Section C Category 2 Traffic Monitoring and Analysis 3. Section C Category 3 Performance Measurement and Management 4. Section C Category 4 GIS, Spatial Analytics, and Data Visualization 5. Section C Category 5 Transportation Modeling 6. Section C Category 6 Multidisciplinary 1: Intelligent Transportation Systems (ITS), Transportation Systems Management and Operations (TSMO) 7. Section C Category 7 Multidisciplinary 2 (Big Data Analytics; Data Governance; Enterprise AI Solution; Decision Support Systems) 	
<i>State Use – RFQ Coordinator Signature, Printed Name & Date:</i>			

ATTACHMENT B**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there is 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 RFQ. 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 such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFQ (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed contract team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to provide the goods or services required by this RFQ, illustrating the lines of authority, and designating the individual responsible for the completion of each task and deliverable of the RFQ.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to perform tasks required by this RFQ. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to accomplish the work required by this RFQ, 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 work each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFQ.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: (a) <u>Business Strategy</u> . Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, businesses owned by persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u> . Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, businesses owned by persons with disabilities, and small business enterprises. Please include the following information:

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(i) contract description;</p> <p>(ii) contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, gender, service-disabled, disability); and</p> <p>(iii) contractor contact name and telephone number.</p> <p>(c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, businesses owned by persons with disabilities, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFQ. Please include the following information:</p> <p>(i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS);</p> <p>(ii) anticipated goods or services contract descriptions;</p> <p>(iii) names and ownership characteristics (<i>i.e.</i>, ethnicity, gender, service-disabled veterans, disability) of anticipated subcontractors and supply contractors.</p> <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, businesses owned by persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five-year period. If so, provide the following information for all current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact responsible for the contract at issue;</p> <p>(b) the name of the procuring State agency;</p> <p>(c) a brief description of the contract's specification for goods or scope of services;</p> <p>(d) the contract term; and</p> <p>(e) the contract number.</p>
	B.17.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <ul style="list-style-type: none"> ▪ has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.
<p>SCORE (for all Section B— Qualifications & Experience Items above): (maximum possible score = 20)</p>		
<p><i>State Use – Evaluator Identification:</i></p>		

ATTACHMENT C – 1. HIGHWAY INFORMATION SYSTEMS & DATA MANAGEMENT (CATEGORY 1)

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C – (CATEGORY 1): TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

The Evaluation Team, made up of three (3) or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Experience and Qualifications: Illustrate the experience and qualifications of the firm or team, including relevant education and professional credentials, years of experience, and relevant project experience.		7	
	C.2.	Project Approach and Methodology: Describe the firm's proposed approach and methodology for conducting transportation planning activities, including project management, data analysis, public outreach, and stakeholder engagement.		7	
	C.3.	Staffing and Resources: Describe the firm's staffing and resources, including the availability and qualifications of key personnel, the ability to mobilize resources as needed, and the ability to handle multiple projects concurrently.		5	
	C.4.	Understanding of the Scope of Work: Describe the firm's understanding of the scope of work, including the ability to develop and implement transportation planning initiatives that align with the state and regional transportation plans, as well as any relevant federal regulations or guidelines.		5	
	C.5.	Quality Assurance and Quality Control: Describe the firm's proposed quality assurance and quality control processes, including measures to ensure accuracy, completeness,		5	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		and consistency of work products, as well as the ability to address feedback and make revisions as needed.			
	C.6.	Innovativeness and Creativity: Describe the firm's ability to propose innovative and creative solutions to transportation planning challenges, including the ability to leverage technology, data analytics, or other emerging trends in the transportation industry.		3	
	C.7.	Value and Cost Effectiveness: Describe the firm's ability to deliver transportation planning services in a cost-effective manner while still meeting all relevant quality and performance standards.		3	
	C.8.	Past Performance and References: Describe the firm's past performance on similar transportation planning projects, as well as references from previous clients, including the ability to meet project deadlines, stay within budget, and deliver high-quality work products.		3	
	C.9.	Ability to Perform Across Multiple Categories: Describe the firm's ability to perform work across all categories listed in Section 5.5.		2	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>			Total Raw Weighted Score: (sum of Raw Weighted Scores above)		
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum Possible Raw Weighted Score (i.e., 5 x the sum of item weights above)}} \times 80$			X 80 (maximum possible score)	= SCORE:	
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

ATTACHMENT C – 2. TRAFFIC MONITORING AND ANALYSIS (CATEGORY 2)

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C– (CATEGORY 2): TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

The Evaluation Team, made up of three (3) or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Experience and Qualifications: Illustrate the experience and qualifications of the firm or team, including relevant education and professional credentials, years of experience, and relevant project experience.		7	
	C.2.	Project Approach and Methodology: Describe the firm's proposed approach and methodology for conducting transportation planning activities, including project management, data analysis, public outreach, and stakeholder engagement.		7	
	C.3.	Staffing and Resources: Describe the firm's staffing and resources, including the availability and qualifications of key personnel, the ability to mobilize resources as needed, and the ability to handle multiple projects concurrently.		5	
	C.4.	Understanding of the Scope of Work: Describe the firm's understanding of the scope of work, including the ability to develop and implement transportation planning initiatives that align with the state and regional transportation plans, as well as any relevant federal regulations or guidelines.		5	
	C.5.	Quality Assurance and Quality Control: Describe the firm's proposed quality assurance and quality control processes, including measures to ensure accuracy, completeness, and consistency of work products, as well as		5	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		the ability to address feedback and make revisions as needed.			
	C.6.	Innovativeness and Creativity: Describe the firm's ability to propose innovative and creative solutions to transportation planning challenges, including the ability to leverage technology, data analytics, or other emerging trends in the transportation industry.		3	
	C.7.	Value and Cost Effectiveness: Describe the firm's ability to deliver transportation planning services in a cost-effective manner while still meeting all relevant quality and performance standards.		3	
	C.8.	Past Performance and References: Describe the firm's past performance on similar transportation planning projects, as well as references from previous clients, including the ability to meet project deadlines, stay within budget, and deliver high-quality work products.		3	
	C.9.	Ability to Perform Across Multiple Categories: Describe the firm's ability to perform work across all categories listed in Section 5.5.		2	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>			Total Raw Weighted Score: (sum of Raw Weighted Scores above)		
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum Possible Raw Weighted Score (i.e., 5 x the sum of item weights above)}} \times 80$			X 80 (maximum possible score)	= SCORE:	
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

ATTACHMENT C – 3. PERFORMANCE MEASUREMENT AND MANAGEMENT (CATEGORY 3)

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C– (CATEGORY 3): TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

The Evaluation Team, made up of three (3) or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Experience and Qualifications: Illustrate the experience and qualifications of the firm or team, including relevant education and professional credentials, years of experience, and relevant project experience.		7	
	C.2.	Project Approach and Methodology: Describe the firm's proposed approach and methodology for conducting transportation planning activities, including project management, data analysis, public outreach, and stakeholder engagement.		7	
	C.3.	Staffing and Resources: Describe the firm's staffing and resources, including the availability and qualifications of key personnel, the ability to mobilize resources as needed, and the ability to handle multiple projects concurrently.		5	
	C.4.	Understanding of the Scope of Work: Describe the firm's understanding of the scope of work, including the ability to develop and implement transportation planning initiatives that align with the state and regional transportation plans, as well as any relevant federal regulations or guidelines.		5	
	C.5.	Quality Assurance and Quality Control: Describe the firm's proposed quality assurance and quality control processes, including measures to ensure accuracy, completeness, and consistency of work products, as well as		5	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		the ability to address feedback and make revisions as needed.			
	C.6.	Innovativeness and Creativity: Describe the firm's ability to propose innovative and creative solutions to transportation planning challenges, including the ability to leverage technology, data analytics, or other emerging trends in the transportation industry.		3	
	C.7.	Value and Cost Effectiveness: Describe the firm's ability to deliver transportation planning services in a cost-effective manner while still meeting all relevant quality and performance standards.		3	
	C.8.	Past Performance and References: Describe the firm's past performance on similar transportation planning projects, as well as references from previous clients, including the ability to meet project deadlines, stay within budget, and deliver high-quality work products.		3	
	C.9.	Ability to Perform Across Multiple Categories: Describe the firm's ability to perform work across all categories listed in Section 5.5.		2	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>			Total Raw Weighted Score: (sum of Raw Weighted Scores above)		
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum Possible Raw Weighted Score (i.e., 5 x the sum of item weights above)}} \times 80 = \text{SCORE:}$			X 80 (maximum possible score)		
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

ATTACHMENT C – 4. GIS, SPATIAL ANALYTICS, AND DATA VISUALIZATION (CATEGORY 4)

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C– (CATEGORY 4): TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

The Evaluation Team, made up of three (3) or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Experience and Qualifications: Illustrate the experience and qualifications of the firm or team, including relevant education and professional credentials, years of experience, and relevant project experience.		7	
	C.2.	Project Approach and Methodology: Describe the firm's proposed approach and methodology for conducting transportation planning activities, including project management, data analysis, public outreach, and stakeholder engagement.		7	
	C.3.	Staffing and Resources: Describe the firm's staffing and resources, including the availability and qualifications of key personnel, the ability to mobilize resources as needed, and the ability to handle multiple projects concurrently.		5	
	C.4.	Understanding of the Scope of Work: Describe the firm's understanding of the scope of work, including the ability to develop and implement transportation planning initiatives that align with the state and regional transportation plans, as well as any relevant federal regulations or guidelines.		5	
	C.5.	Quality Assurance and Quality Control: Describe the firm's proposed quality assurance and quality control processes, including measures to ensure accuracy, completeness,		5	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		and consistency of work products, as well as the ability to address feedback and make revisions as needed.			
	C.6.	Innovativeness and Creativity: Describe the firm's ability to propose innovative and creative solutions to transportation planning challenges, including the ability to leverage technology, data analytics, or other emerging trends in the transportation industry.		3	
	C.7.	Value and Cost Effectiveness: Describe the firm's ability to deliver transportation planning services in a cost-effective manner while still meeting all relevant quality and performance standards.		3	
	C.8.	Past Performance and References: Describe the firm's past performance on similar transportation planning projects, as well as references from previous clients, including the ability to meet project deadlines, stay within budget, and deliver high-quality work products.		3	
	C.9.	Ability to Perform Across Multiple Categories: Describe the firm's ability to perform work across all categories listed in Section 5.5.		2	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>			Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>		
Total Raw Weighted Score <hr/> Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>			X 80 <i>(maximum possible score)</i>		= SCORE:
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

ATTACHMENT C – 5. TRANSPORTATION MODELING (CATEGORY 5)

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C– (CATEGORY 5): TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

The Evaluation Team, made up of three (3) or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Experience and Qualifications: Illustrate the experience and qualifications of the firm or team, including relevant education and professional credentials, years of experience, and relevant project experience.		7	
	C.2.	Project Approach and Methodology: Describe the firm's proposed approach and methodology for conducting transportation planning activities, including project management, data analysis, public outreach, and stakeholder engagement.		7	
	C.3.	Staffing and Resources: Describe the firm's staffing and resources, including the availability and qualifications of key personnel, the ability to mobilize resources as needed, and the ability to handle multiple projects concurrently.		5	
	C.4.	Understanding of the Scope of Work: Describe the firm's understanding of the scope of work, including the ability to develop and implement transportation planning initiatives that align with the state and regional transportation plans, as well as any relevant federal regulations or guidelines.		5	
	C.5.	Quality Assurance and Quality Control: Describe the firm's proposed quality assurance and quality control processes, including measures to ensure accuracy, completeness, and consistency of work products, as well as		5	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		the ability to address feedback and make revisions as needed.			
	C.6.	Innovativeness and Creativity: Describe the firm's ability to propose innovative and creative solutions to transportation planning challenges, including the ability to leverage technology, data analytics, or other emerging trends in the transportation industry.		3	
	C.7.	Value and Cost Effectiveness: Describe the firm's ability to deliver transportation planning services in a cost-effective manner while still meeting all relevant quality and performance standards.		3	
	C.8.	Past Performance and References: Describe the firm's past performance on similar transportation planning projects, as well as references from previous clients, including the ability to meet project deadlines, stay within budget, and deliver high-quality work products.		3	
	C.9.	Ability to Perform Across Multiple Categories: Describe the firm's ability to perform work across all categories listed in Section 5.5.		2	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>			Total Raw Weighted Score: (sum of Raw Weighted Scores above)		
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum Possible Raw Weighted Score (i.e., 5 x the sum of item weights above)}} \times 80$			X 80 (maximum possible score)	= SCORE:	
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

**ATTACHMENT C – 6. MULTIDISCIPLINARY 1 INTELLIGENT TRANSPORTATION SYSTEMS (ITS),
TRANSPORTATION SYSTEMS MANAGEMENT AND OPERATIONS (TSMO) (CATEGORY 6)**

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C– (CATEGORY 6): TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

The Evaluation Team, made up of three (3) or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Experience and Qualifications: Illustrate the experience and qualifications of the firm or team, including relevant education and professional credentials, years of experience, and relevant project experience.		7	
	C.2.	Project Approach and Methodology: Describe the firm's proposed approach and methodology for conducting transportation planning activities, including project management, data analysis, public outreach, and stakeholder engagement.		7	
	C.3.	Staffing and Resources: Describe the firm's staffing and resources, including the availability and qualifications of key personnel, the ability to mobilize resources as needed, and the ability to handle multiple projects concurrently.		5	
	C.4.	Understanding of the Scope of Work: Describe the firm's understanding of the scope of work, including the ability to develop and implement transportation planning initiatives that align with the state and regional transportation plans, as well as any relevant federal regulations or guidelines.		5	
	C.5.	Quality Assurance and Quality Control: Describe the firm's proposed quality assurance and quality control processes, including measures to ensure accuracy, completeness,		5	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		and consistency of work products, as well as the ability to address feedback and make revisions as needed.			
	C.6.	Innovativeness and Creativity: Describe the firm's ability to propose innovative and creative solutions to transportation planning challenges, including the ability to leverage technology, data analytics, or other emerging trends in the transportation industry.		3	
	C.7.	Value and Cost Effectiveness: Describe the firm's ability to deliver transportation planning services in a cost-effective manner while still meeting all relevant quality and performance standards.		3	
	C.8.	Past Performance and References: Describe the firm's past performance on similar transportation planning projects, as well as references from previous clients, including the ability to meet project deadlines, stay within budget, and deliver high-quality work products.		3	
	C.9.	Ability to Perform Across Multiple Categories: Describe the firm's ability to perform work across all categories listed in Section 5.5.		2	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>			Total Raw Weighted Score: (sum of Raw Weighted Scores above)		
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum Possible Raw Weighted Score (i.e., 5 x the sum of item weights above)}} \times 80$			= SCORE:		
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

**ATTACHMENT C – 7. MULTIDISCIPLINARY 2 (BIG DATA ANALYTICS; DATA GOVERNANCE;
ENTERPRISE AI SOLUTION; DECISION SUPPORT SYSTEMS) (CATEGORY 7)**

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C– (CATEGORY 7): TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

The Evaluation Team, made up of three (3) or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Experience and Qualifications: Illustrate the experience and qualifications of the firm or team, including relevant education and professional credentials, years of experience, and relevant project experience.		7	
	C.2.	Project Approach and Methodology: Describe the firm's proposed approach and methodology for conducting transportation planning activities, including project management, data analysis, public outreach, and stakeholder engagement.		7	
	C.3.	Staffing and Resources: Describe the firm's staffing and resources, including the availability and qualifications of key personnel, the ability to mobilize resources as needed, and the ability to handle multiple projects concurrently.		5	
	C.4.	Understanding of the Scope of Work: Describe the firm's understanding of the scope of work, including the ability to develop and implement transportation planning initiatives that align with the state and regional transportation plans, as well as any relevant federal regulations or guidelines.		5	
	C.5.	Quality Assurance and Quality Control: Describe the firm's proposed quality assurance and quality control processes, including measures to ensure accuracy, completeness,		5	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		and consistency of work products, as well as the ability to address feedback and make revisions as needed.			
	C.6.	Innovativeness and Creativity: Describe the firm's ability to propose innovative and creative solutions to transportation planning challenges, including the ability to leverage technology, data analytics, or other emerging trends in the transportation industry.		3	
	C.7.	Value and Cost Effectiveness: Describe the firm's ability to deliver transportation planning services in a cost-effective manner while still meeting all relevant quality and performance standards.		3	
	C.8.	Past Performance and References: Describe the firm's past performance on similar transportation planning projects, as well as references from previous clients, including the ability to meet project deadlines, stay within budget, and deliver high-quality work products.		3	
	C.9.	Ability to Perform Across Multiple Categories: Describe the firm's ability to perform work across all categories listed in Section 5.5.		2	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>			Total Raw Weighted Score: (sum of Raw Weighted Scores above)		
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum Possible Raw Weighted Score (i.e., 5 x the sum of item weights above)}} \times 80$			= SCORE: (maximum possible score)		
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

ATTACHMENT D

Cost Proposal (not-to-exceed rates)

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for the delivery of specified goods for the entire scope of services including all services defined in the Scope of Services of the RFQ Attachment I., *pro forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFQ. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point. The State will open the Cost Proposal for the highest evaluated Respondent.

NOTICE: Notwithstanding the line item of costs herein, pursuant to the second paragraph of the *pro forma* contract section C.1. (refer to RFQ Attachment I.), “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 entity responding to the provisions of this RFQ and any contract awarded pursuant thereto. If said individual is not responding in an individual capacity or is the *President or Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the entity responding to this RFQ.

RESPONDENT SIGNATURE:					
PRINTED NAME & TITLE:					
DATE:					
Service Description	Maximum Per Hour				
	YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR	YEAR FIVE
Senior Transportation Data and System Manager					
Transportation Data and System Manager					
Transportation Data Architect					
Transportation Data Scientist					
Transportation Data Engineer					

Transportation Data Analyst					
Transportation Geospatial Scientist					
Transportation Geospatial Analyst					
Transportation Modeler					
Transportation Systems Engineer					
Transportation Planner					
Transportation Policy Analyst					
Transportation Research Analyst					
Transportation Software Engineer					
Transportation Economist					
Transportation Public Engagement Specialist					
Transportation Communications Specialist					
Transportation Data Collection Supervisor					
Transportation Data Collection Specialist					
Administration Support					
Service Description Only for Respondents to Category 2	Maximum Per Count YEAR ONE	Maximum Per Count YEAR TWO	Maximum Per Count YEAR THREE	Maximum Per Count YEAR FOUR	Maximum Per Count YEAR FIVE
Traffic Count					

ATTACHMENT E**STATEMENT OF CERTIFICATIONS AND ASSURANCES**

An individual responding in his or her individual capacity or legally empowered to contractually bind the Respondent must complete and sign the Statement of Certifications and Assurances below as required, and this signed statement must be included with the response as required by the Request for Qualifications.

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 RFQ.
2. The Respondent will provide all specified goods or services as required by the contract awarded pursuant to this RFQ.
3. The Respondent accepts and agrees to all terms and conditions set out in the contract awarded pursuant to this RFQ.
4. The Respondent acknowledges and agrees that a contract resulting from the RFQ shall incorporate, by reference, all Response responses as a part of the contract.
5. The Respondent will comply, as applicable, 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 best of the undersigned's knowledge, information or belief, the information detailed within the Response to the RFQ is accurate.
7. The Response submitted to the RFQ was independently prepared, without collusion, and 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 the request or any potential resulting contract.
9. The Response submitted in response to the RFQ shall remain valid for at least 120 days subsequent to the date of the Response opening and thereafter in accordance with any contract pursuant to the RFQ.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106." For reference purposes, the list is currently available online at: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>.

By signature below, the signatory certifies legal authority to bind the responding entity to the provisions of this request and any contract awarded pursuant to it. The State may, at its sole discretion and at any time, require evidence documenting the signatory's authority to be personally bound or to legally bind the responding entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO DO SO BY THE ENTITY RESPONDING TO THIS RFQ.

SIGNATURE & DATE:

PRINTED NAME & TITLE:

LEGAL ENTITY NAME:

ATTACHMENT F
REFERENCE QUESTIONNAIRE

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

The Respondent will be 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 RFQ and which represent:

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

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 at RFQ Attachment F.

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 RFQ Attachment F 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 RFQ Attachment F 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 RFQ Technical Response Deadline with the Subject line of the e-mail as “[Respondent’s Name] Reference for RFQ # 40100-51125”.

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.

RFQ #40100-51125 REFERENCE QUESTIONNAIRE

RESPONDENT NAME: RESPONDENT NAME (completed by respondent before reference is requested)

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

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

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

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

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

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) What goods or services do/did the vendor provide to your company or organization?

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

- (5) If the vendor 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 vendor's ability to perform based on your expectations and according to the contractual arrangements?**

ATTACHMENT G

SCORE SUMMARY MATRIX

(Each Category will have a separate Score Summary Matrix)

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 20)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 80)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						
<i>Solicitation Coordinator Signature, Printed Name & Date:</i>						

ATTACHMENT H

AWARD CATEGORY MATRIX

Consultant Category	Vendor A	Vendor B	Vendor C	Vendor D	Vendor E	Vendor F
1						
2						
3						
4						
5						
6						
7						

ATTACHMENT I

RFQ #40100-51125 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 RFQ.

See RFQ Attachment named “RFQ Data Management pro forma contract”.

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

P

This Master Contract (the "Contract"), by and between the State of Tennessee, Department of Transportation ("State") and **Contractor Legal Entity Name** ("Contractor"), is for the provision of Data Management On-Call Consultant, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID # **Number**

A. SCOPE:

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

a. Upon a request made in accordance with subsection A.1.b below, the Contractor agrees to perform transportation planning and research-related technical services for data management outlined below. Respondent's awarded categories from RFQ 40100-51125 are: **[TBD from RFQ award]**.

1. Highway Information Systems & Data Management

a. The Contractor shall provide assistance and subject matter expertise relative to highway information systems and data management, including:

- i. Roadway Characteristics Data
- ii. Potential data extraction from LiDAR data
- iii. Linear Referencing Systems (LRS)
- iv. ARNOLD and MIRE requirements
- v. Incorporation of NG911 with LRS
- vi. System development for integration of local roadway information into TDOT's Roads & Highways
- vii. Any activities regarding seamless transition of E-TRIMS to Roads & Highways
- viii. Photolog
- ix. Case studies for best utilization of Image Viewer of E-TRIMS and Street Smart
- x. HPMS Inventories and Activities
- xi. HPMS annual submittal preparation and data element quality assurance and quality control
- xii. Any system development to improve and enhance current HPMS annual submittal process
- xiii. HPMS sample data collection

b. The Contractor shall provide support and guidance to address the latest federal and state transportation statutes and regulations.

c. The Contractor shall fulfill these needs through methodology development and refinement, data evaluation, planning, analysis, and reporting.

2. Traffic Monitoring and Analysis

- a. The Contractor shall provide assistance and subject matter expertise relative to traffic monitoring and analysis, including:
 - i. Further enhancement and consolidation of different data sources into TN-TIMES
 - ii. Support TDOT Traffic Monitoring Program (e.g. Pneumatic Portable Tube Traffic Count, Embedded Loop Traffic Count, Continuous Traffic Count, MioVision Camera, and Weigh-In-Motion: WIM)
 - iii. Providing a full service of extended continuous traffic data (Installation Continuous Counting stations, maintenance, monitoring, provision of refined quality data, and integration of the data into TN-TIMES).
 - iv. Any system development to capture four essential traffic data components (Volume; Speed; Classification; Weight) and any equivalent equipment
 - v. Potential incorporation of TMC data such as RDS or WAZE into TN-TIMES
 - vi. Bicycle and Pedestrian Counts
 - vii. Integration of Local Traffic Data into TN-TIMES
 - viii. Freight and Commodity related data activities
 - ix. Traffic data collection in accordance with the TDOT Traffic Survey standards, including daily counts, turning movements, truck classification information, and other data as necessary to provide all information needed for the completed forecast.
 - x. Data collection as needed to perform the project level forecast, including past forecasts for the project; forecast information for other projects in the area; existing facility conditions; and current and anticipated land use.
 - xi. Analysis of traffic data, including conversion of data to AADT; estimating daily turning movement; providing truck percentages data; directional distribution factors; and peak hour factors for all facilities.
 - xii. Development of project level traffic forecasts for projects. Development of traffic forecasts will require using development of historic travel trends; development of future traffic projections; use of existing travel demand models (where available) as applied to project level traffic forecasting; and engineering judgment. Development of models to assist in forecasting may also be required.
 - xiii. Documentation of the traffic forecasts with details including methodology used, travel demand models runs, and local experts contacts.
 - xiv. Technical assistance with the implementation of best practices within project level traffic forecasting for TDOT.
- b. The Contractor shall provide support and guidance to address the latest federal and state transportation statutes and regulations.
- c. The Contractor shall fulfill these needs through methodology development and refinement, data evaluation, planning, analysis, and reporting.

3. Performance Measurement and Management

- a. The Contractor shall provide assistance and subject matter expertise relative to performance measurement and management, including:
 - i. Develop a transportation performance measurement system (TPMS): This includes defining the goals and objectives of the TPMS, identifying

- the key performance measures, developing data collection and analysis procedures, and establishing performance targets.
- ii. Identify and select transportation performance measures: This includes working with stakeholders to identify the most important performance measures for the transportation system, and selecting measures that are appropriate for the scope of the TPMS.
 - iii. Develop data collection and analysis procedures: This includes developing procedures for collecting data from various sources, and developing methods for analyzing the data to calculate performance measures.
 - iv. Establish performance targets: This includes working with stakeholders to establish performance targets for each performance measure.
 - v. Collect transportation performance data: This includes gathering data from a variety of sources, such as traffic sensors, transit agencies, an surveys.
 - vi. Analyze transportation performance data: This includes using the collected data to calculate performance measures, and identify trends and patterns.
 - vii. Develop and disseminate transportation performance reports: This includes developing reports that communicate the results of performance measures to stakeholders, and disseminating the reports in a timely and effective manner.
 - viii. Use transportation performance data to inform decision-making: This includes using performance data to identify areas for improvement, develop and evaluate transportation policies and projects, and allocate resources.
- b. The Contractor shall provide support and guidance to address the latest federal and state transportation statutes and regulations.
 - c. The Contractor shall fulfill these needs through methodology development and refinement, data evaluation, planning, analysis, and reporting.
4. GIS, Spatial Analytics, and Data Visualization
- a. The Contractor shall provide assistance and subject matter expertise relative to GIS, spatial analysis, and data visualization, including:
 - i. GIS analyses and applications
 - ii. Dashboards and BI solutions
 - iii. Online mapping and visualization tools
 - iv. Mobile application solutions
 - v. Development of county profiles that include transportation and demographic statistics
 - vi. System development of GIS solutions for TDOT transportation project tracking, along with iTRIP, E-TRIMS, TN-TIMES, Asset Management, and PPRM
 - vii. Graphics design and template development for reports
 - viii. Provision of community support and outreach solutions
 - b. The Contractor shall provide support and guidance to address the latest federal and state transportation statutes and regulations.
 - c. The Contractor shall fulfill these needs through methodology development and refinement, data evaluation, planning, analysis, and reporting.

5. Transportation Modeling

- a. The Contractor shall provide assistance and subject matter expertise relative to transportation modeling, including:
 - i. Transportation Modeling Technical Support
 - ii. Statewide and regional travel demand model development, enhancements, maintenance, and reviews/assessment
 - iii. Aggregate trip-based and activity- and agent-based microsimulation travel demand forecasting models
 - iv. Land use forecasting and its integration with travel demand models
 - v. Freight components
 - vi. Traffic forecasting and project level modeling (system level, subarea, and project level)
 - vii. Explore for potential inclusion of economic impact analysis tools into travel demand models
 - viii. Planning Data Preparation
 - ix. Conduct various surveys that support model development
 - x. Household travel survey development and analysis
 - xi. Socio-economic data preparation, analysis, and review
 - xii. Develop a network management tool for statewide or MPO networks that allows projects to be coded to a base network in order to create various alternative networks.
 - xiii. Transportation Modeling Applications
 - xiv. Technical assistance or specific work tasks related to the various elements of model development.
 - xv. Technical assistance with the implementation of best practices and model applications necessary for performing various types of transportation planning analysis.
 - xvi. GISDK coding, including but not limited to: various measure of effectiveness, the development and coding of destination choice models, nested LOGIT models and other advanced travel demand model components within TransCAD
 - xvii. Air Quality and Conformity related analysis and reporting, including MOVES NEI data preparation and MOVES run and analytics
 - xviii. Travel demand model and MOVES analysis to identify potential CMAQ applications
 - xix. Training and Presentations
 - xx. Provision of technical training for various modeling platforms
 - xxi. Updates to model documentation and user interfaces as needed to make models more usable
 - xxii. Represent TDOT on technical issues related to travel demand models at conferences, meetings, and events.
 - b. The Contractor shall provide support and guidance to address the latest federal and state transportation statutes and regulations.
 - c. The Contractor shall fulfill these needs through methodology development and refinement, data evaluation, planning, analysis, and reporting.
6. Multidisciplinary 1 Intelligent Transportation Systems (ITS)/Transportation Systems Management and Operations (TSMO)
- a. The Contractor shall provide assistance and subject matter expertise relative to ITS and TSMO, including:
 - i. Identify and develop advanced applications and management systems that provide innovative technologies to improve the efficiency, safety, and sustainability of transportation systems

- b. The Contractor shall provide support and guidance to address the latest federal and state transportation statutes and regulations.
 - c. The Contractor shall fulfill these needs through methodology development and refinement, data evaluation, planning, analysis, and reporting.
7. Multidisciplinary 2 (Big Data Analytics; Data Governance; Enterprise AI Solution; Decision Support Systems)
- a. The Contractor shall provide assistance and subject matter expertise relative to big data analytics, data governance, enterprise AI solutions, decision support systems, including:
 - i. Provision of analytics utilizing Big Data and incorporate into various ongoing TDOT's funded projects, including RITIS-PDA suite and TMC data
 - ii. Telematics related activities.
 - iii. Applications of ML, DL, AI, and emerging technologies
 - iv. Advanced data analytics business use case development
 - v. Freight and commodity related data activities
 - vi. Policy and procedure development
 - vii. Data integration and standardization
 - viii. Data dictionary and data cataloging
 - ix. Develop pilot projects and case studies on Data Governance (DG)
 - x. Safety data related activities along with Tennessee Safety Data Business Plan including analysis and reports
 - xi. Freight and commodity related data activities including analysis and reports
 - xii. Traffic operations and planning related data activities including analysis and reports
 - xiii. Multimodal and environmental related data activities including analysis and reports
 - b. The Contractor shall provide support and guidance to address the latest federal and state transportation statutes and regulations.
 - c. The Contractor shall fulfill these needs through methodology development and refinement, data evaluation, planning, analysis, and reporting.
- b. Contractor shall be engaged to perform work under this Master Contract (the "Work") utilizing the "Statement of Work ("SOW") form See Attachment 4 in accordance with the resulting "Work Order" (See Attachment 5).
- i. The State will provide to the Contractor a request for SOW with attachments describing the Work to be performed, which may include special instructions and conditions.
 - ii. The Contractor then shall submit a project proposal that identifies manpower requirements, including a project team list for State review and approval. The manpower shall be based on the job classifications in Attachment 2. Billing for qualified personnel shall not be at a higher rate than the Job Title for which the individual qualifies, not to exceed the applicable rate listed in Section C.3. Additionally, the Contractor shall not bill the State at a higher personnel rate than what is required to perform the work. For example, an Economic Modeler performing the activities of an Air Quality Modeler will be reimbursed at the Job Title rate for an

Air Quality Modeler. The Contractor shall not be reimbursed for any costs prior to the execution of the Work Order.

- iii. Upon agreement by the State and the Contractor on the Contractor's SOW, the State shall execute a Work Order. In the event that a Work Order must be modified, the parties shall amend in writing.

In response to a SOW, Contractor shall submit a Work Order form providing Contractor's positions, price per hour and number of hours in the form attached Attachment 5. The State will review the SOW proposal and either request revisions or approve the SOW proposal. Once the SOW has been approved and executed by State, the parties will prepare and execute a Work Order for the Work.

- a. The Contractor's SOW proposal shall be submitted within fifteen (15) business days of the receipt of the SOW.
- b. The State shall execute the Work Order to document the proposal. Any changes to the Work Order after execution shall be as amended in writing.

A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:

- a. AADT means Annual Average Daily Traffic, the vehicle volume based on a 24-hour, two-directional count at a given location.
- b. AI means artificial intelligence, is the theory and development of computer systems able to perform tasks that normally require human intelligence, such as visual perception, speech recognition, decision-making, and translation between languages.
- c. ARNOLD means All Roads Network of Linear Referenced Data.
- d. Asset Management means a systematic process of maintaining, upgrading, and operating physical assets, such as roadways and bridges, in a cost-effective way. Asset management draws on the principles of engineering, business management, and economics and makes use of the latest computer-aided technology. It provides tools for decision-making and can create a framework for short- and long-term planning.
- e. BI means Business Intelligence, the procedural and technical infrastructure that collects, stores, and analyzes the data produced by a company's activities.
- f. Big Data means not only to the large volume of information, but also to the various types of data, the real-time nature of modern data, and the new tools and techniques necessary to manage and analyze it. Big data has at least seven dimensions: volume, velocity, variety, veracity, value, people, and governance. Volume refers to how many data are available. Velocity stresses how quickly the data are generated or gathered. Variety refers to how the data are structured. Data veracity refers to its trustworthiness, and data value refers to how meaningful the information is. People play a vital role in processing and analyzing data. Finally, governance refers to the flow of information and how the data are gathered and processed.
- g. CFR refers to Code of Federal Regulations. It is a compilation of administrative laws governing federal regulatory agency practice and procedures.
- h. CMAQ means Congestion Mitigation and Air Quality Improvement Program, the federal program authorized in 23 U.S.C. § 149 and implementing regulations to provide funds to States for transportation projects designed to reduce traffic congestion and improve air quality, particularly in areas of the country that do not attain national air quality standards.
- i. Data governance (DG) is a system of decision rights and accountabilities for information-related processes. It encompasses the people, processes, and information technology required to create a consistent and proper handling of an organization's data across the business enterprise. Data governance is everything you do to ensure data is secure, private, accurate, available, and usable.
- j. DBE: A Disadvantaged Business Enterprise (DBE) is a for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest

- and also control management and daily business operations. African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged. Other individuals can also qualify as socially and economically disadvantaged on a case-by-case basis.
- k. DL means deep learning, also known as deep structured learning, part of a broader family of ML methods based on artificial neural networks with representation learning.
 - l. EPA means the United States Environmental Protection Agency.
 - m. E-TRIMS means Enhanced Tennessee Roadway Information Management System, an Oracle and web-based platform that is TDOT's main portal for transportation-related data.
 - n. FHWA means the United States Department of Transportation, Federal Highway Administration.
 - o. GIS means Geographic Information System, a computer system for capturing, storing, checking, and displaying data related to positions on Earth's surface.
 - p. GISDK means Caliper's Geographic Information System Developer's Kit (GISDK™) which is a scripting language that Caliper's solutions use for customization.
 - q. HPMS means Highway Performance Monitoring System, a continuous data collection system database jointly developed and implemented by FHWA and the various States.
 - r. Information technology (IT) refers to the study or use of systems for storing, retrieving, and sending information. It encompasses computer systems, software, programming languages, and data and information processing and storage. IT is a subset of information and communications technology (ICT).
 - s. iTRIP means TDOT's Interactive Tennessee Road Improvement Program, which provides a comprehensive, authoritative, live project database of focused information about TDOT's roadway projects.
 - t. ITS: An intelligent transportation system (ITS) is a technology, application or platform, that improves the quality of transportation, or achieves other outcomes based on applications that monitor, manage or enhance transportation systems.
 - u. LIDAR means Light Detection and Ranging, a remote sensing method that uses light in the form of a pulsed laser to measure ranges (variable distances) to the Earth. These light pulses, combined with other data recorded by the airborne system, generate precise, three-dimensional information about the shape of the Earth and its surface characteristics.
 - v. LOGIT, also known as the log-odds, means the inverse of the standard logistic function. Because the Logit function exists within the domain of 0 to 1, the function is most commonly used in understanding probabilities.
 - w. LRS means Linear Reference System, an approach that aligns the linear reference points in all databases so information from crash statistics, pavement management and other business data can be accurately mapped and data more easily analyzed.
 - x. MIRE means the Model Inventory of Roadway Elements Version 1.0, a publication by FHWA that provides a comprehensive listing of roadway and traffic data elements and accompanying data dictionary that serves as a model of a robust inventory to support data-driven safety decision making.
 - y. ML means machine learning, the portion of AI comprised of the study of computer algorithms that can improve automatically through experience and by the use of data.
 - z. MOVES means the EPA Motor Vehicle Emission Simulator, a state-of-the-science emission modeling system that estimates emissions for mobile sources at the national, county, and project level for criteria air pollutants, greenhouse gases, and air toxics.
 - aa. MPO means a Metropolitan Planning Organization, an entity created and designated to carry out the metropolitan transportation planning process, as required for localities in all urbanized areas (UZAs) with populations over 50,000 as determined by the U.S. Census.
 - bb. NEI means National Emissions Inventory, a comprehensive and detailed estimate of air emissions of criteria pollutants, criteria precursors, and hazardous air pollutants from air emissions sources released every three years based primarily upon data provided by State, Local, and Tribal air agencies for sources in their jurisdictions and supplemented by data developed by the EPA.
 - cc. NG911 means Next Generation 911, a digital or Internet Protocol-based 911 system.

- dd. PPRM means Program, Project and Resource Management, the TDOT computer-based scheduling system to plan, schedule and monitor the progress of highway projects.
- ee. QA-QC: Quality Assurance (QA) and Quality Control (QC) are two terms that are often used interchangeably, but they have distinct differences. QA is part of quality management that focuses on providing confidence that quality requirements will be fulfilled. It covers virtually all of the quality system and is responsible for ensuring that a product or service will fulfill quality requirements. QC, on the other hand, is a subset of QA activities and is more concerned with the inspection aspect of quality management. It involves operational techniques and activities used to fulfill quality requirements.
- ff. RDS means Radar Detection System, a device that is used to monitor traffic flow and assists with calculating times for routes.
- gg. RITIS-PDA means Regional Integrated Transportation Information System Probe Data Analytics Suite, a situational awareness, data archiving, and analytics platform developed by CATT Lab at University of Maryland.
- hh. Roads & Highways means ESRI's road network management system that lets users efficiently manage routes and events from multiple linear referencing systems (LRS) on a common geographic basis. Users can easily locate transportation assets and roadway characteristics on or around their LRS network. Users can also expand collaboration by sharing LRS, as a web service, across organization using a measure-based location method.
- ii. SQL (Structured Query Language) is a domain-specific language used in programming and designed for managing data held in a relational database management system (RDBMS), or for stream processing in a relational data stream management system (RDSMS). It is particularly useful in handling structured data, i.e., data incorporating relations among entities and variables. SQL was introduced in the 1970s and offered two main advantages over older read-write APIs such as ISAM or VSAM. Firstly, it introduced the concept of accessing many records with one single command. Secondly, it eliminates the need to specify how to reach a record, i.e., with or without an index.
- jj. Street Smart means Cyclomedia's interactive web viewer system which enables fast and easy access to both recent, as well as historic data, allowing users to detect changes and examine developments over the years.
- kk. TDOT means the Tennessee Department of Transportation.
- ll. Telematics, also known as fleet tracking or GPS vehicle tracking, means a method of monitoring cars, trucks, equipment and other assets by using GPS technology and on-board diagnostics to plot the asset's movements on a computerized map.
- mm. TMC means Transportation Management Center, one of the four (4) TDOT SmartWay system offices providing traffic management operations and communications via cameras, message signs, roadway detection systems, and video detection systems.
- nn. TransCAD means Caliper's Geographic Information System (GIS) designed specifically for use by transportation professionals to store, display, manage, and analyze transportation data. TransCAD combines GIS and transportation modeling capabilities in a single integrated platform, providing capabilities.
- oo. TN-TIMES means Tennessee Traffic Information Management and Evaluation System, an analytical, data processing tool used by TDOT to maintain, analyze, and report traffic data.
- pp. TPMS: Transportation Performance Measurement System (TPMS) is a strategic approach that uses system information to make investment and policy decisions to achieve performance goals. It allows decision-makers to quickly observe the effects of a proposed transportation plan or project or to monitor trends in transportation system performance over time. Under a traditional transportation performance measurement framework, an agency sets a strategic direction, defines measures, and tracks results without a strong feedback loop that adjusts programming mid-stream. Calculating performance measures helps transportation agencies quantify the condition of their assets, which facilitates setting targets that support local funding prioritization.
- qq. TSMO: Transportation Systems Management and Operations (TSMO) is a set of planning processes and programs that optimize the performance of existing multimodal

infrastructure through implementation of systems, services, and projects to preserve capacity and improve security, safety, and reliability of the transportation system. TSMO is a philosophy that considers

- rr. VPN (Virtual Private Network) is an arrangement whereby a secure, apparently private network is achieved using encryption over a public network, typically the internet¹. It allows you to establish a protected network connection when using public networks. VPNs encrypt your internet traffic and disguise your online identity, making it more difficult for third parties to track your activities online and steal data.
 - ss. WAZE: Waze is a traffic app that shares real-time information on traffic conditions and road structure. By driving around with Waze open on your device, you can actively report to the community on traffic, accidents, police traps, blocked roads, weather conditions and much more. Waze traffic tools help you visualize traffic in your area, monitor conditions along key routes, get push notifications for important changes, and store data for reference over time. Partners around the globe incorporate Waze data into their traffic management centers.
 - tt. WIM means a Weigh-In-Motion system, a set of devices that record and measure the weight of trucks and other vehicles as they pass by. Weigh-In-Motion (WIM) technology is used by most states to collect vehicle weight data. WIM is also a vital input into the MEPDG (Mechanistic-Empirical Pavement Design Guide) performance based software that relies on load spectra to assess and model pavement structural capacity.
- A.3. The State reserves the right to, in its sole discretion, solicit proposals for and award Work Orders for services included in the scope of this Contract to third parties, and any such actions shall not be deemed to be a breach of this Contract. The Contractor acknowledges, understands and agrees that (i) this Contract does not guarantee that any work will be awarded to the Contractor and does not contain any “exclusive” to the Contractor for any portion of the services that can be provided under this Contract; and (ii) that contracts or Work Orders for these same services may be awarded to third parties.

If deemed to be in the best interest of the State, the State may issue a Work Order to a third party. In making such a determination, the State shall consider the following in order:

- a. Conflict of Interest – If the Contractor has a conflict of interest as determined by the State, it will not be assigned the project.
- b. Ranking – Contractor’s ranking in the relevant work category resulting from the State solicitation, as may be amended, requesting responses in competition for this Contract;
- c. Availability – Number of current pending Work Orders assigned to the Contractor.
- d. If the State has already issued three (3) current work orders to one Respondent, that Respondent will not be eligible to receive another work order until such time when at least one (1) of the three (3) current work orders has been deemed fully completed by the State. If the Respondent has three (3) current work orders, the State shall move on to the next ranked Respondent, and so on.
- e. The Contractor is not obligated to accept a work order. If the Contractor does not accept the work order, it will be offered to the next ranked Contractor

Decisions relating to allocations of work to a contractor by the State are final and cannot be appealed by the Contractor. In the event that the Contractor is in default under a Work Order, the State has the right to withhold awards of additional Work Orders to the Contractor until such default is cured to the reasonable satisfaction of the State.

- A.4. The Contractor shall maintain an organization sufficient to administer, manage, and oversee all aspects of the contract.
- a. The Contractor shall ensure that the project staff has the professional and other educational backgrounds and certifications commensurate with the nature of the scope of services.

- b. The Contractor shall maintain an administrative structure to oversee the monthly billing, payment, and processing of invoices to the state for work performed under the contract and specifically authorized by the State.
- A.5. Update Meetings and Reporting. The Contractor shall meet on a bi-monthly regular schedule or other agreed-upon timeline with the State to review each active project being conducted by the Contractor.
- A.6. Project Team.
- a. The Contractor shall build a project team for each project and for each deliverable required, using the staff and classifications identified in the staffing plan listed in Attachment Two.
 - b. The Contractor may use the same individual to perform the task of the same or multiple classifications on multiple simultaneous projects if it creates no conflicts or delays in the project schedules.
 - c. At the State's sole discretion, the Contractor shall reassign personnel and/or new personnel to remedy all conflicts or delays in the project schedules caused by assignment of individuals to multiple classifications or projects.
 - d. The Contractor shall maintain continuity of personnel on projects assigned pursuant to the work order. The Contractor shall request and receive prior approval from the State to remove an individual from a current work order to a new work order. In such event, the Contractor shall provide a State approved replacement for the current work order.
 - e. The Contractor may utilize subcontracted personnel on project teams with State approval.
- A.7. Computing Devices and Authentication for Data Access.
- a. The Contractor shall provide their own personal computing devices, including desktops and laptops, and licenses for software installed on the device, including client access license if required. If the Contractor's laptop or desktop has installed and uses a VPN tunnel, the Contractor shall ensure that the device has a personal firewall that is enabled.
 - b. Commensurate with the needs of a given project, the State may provide office and meeting space, access to telephones, printers, and copiers and connections to the internet and/or State network. The State shall be the sole determinant regarding facilities, supplies and connections required for any given project.
 - c. The Contractor shall provide their own anti-virus software protection. The Contractor shall ensure that any applications or devices connected to the State's network are scanned and approved by appropriate State IT staff member.
 - d. If the data is being accessed requires administrative security privilege/access, the Contractor shall use two factor authentications.
- A.8. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and

conditions of this Contract shall constitute a “Defect” and shall be considered “Defective.” If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

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

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State’s rights under this Section shall not prejudice the State’s rights to seek any other remedies available under this Contract or applicable law.

- A.9. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

- B.1. This Contract shall be effective on DATE (“Effective Date”) and extend for a period of **thirty-six (36)** months after the Effective Date (“Term”). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
- B.2. **Renewal Options.** This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State’s sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
- B.3. In Process Work Term Extension. The State reserves the right to extend this Master Contract for a period beginning at the end of the final term for the purpose of completing all Work Order activities associated with any authorized Work initiated during the term(s) of this Master Contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Estimated Liability. There are no funds associated with this Contract. It is anticipated that Work having a value of approximately **Twenty-five Million and No/100 Dollars (\$25,000,000.00)** may be awarded for this Scope of Services across the Master Contracts issued in accordance with RFQ 40100-51125.

The amount of Work awarded to the Contractor under this Contract will be determined based on the State’s need and the amount of funding available from various funding sources. This Contract makes no guarantees, either stated or implied, about the demand for services requested within.

The Contractor is not entitled to be paid any or all of the estimated spend under this Master Contract and are not entitled to be paid for any Work not requested by the State pursuant to Work Orders issued in accordance with Section A above. 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 Master Contract.

The payment rates, in Section C.3, shall constitute the manner in which amounts due the Contractor for all services and Contractor obligations pursuant to Work Orders will be calculated, regardless of the difficulty, hours worked, materials or equipment required.

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

C.3. Payment Methodology. The Contractor shall be compensated for Work as set forth in each Work Order. Such compensation shall be calculated in accordance with the following:

a. The Contractor's compensation for Work provided under a Work Order shall be contingent upon the satisfactory provision of goods or services as set forth in the Work Order. The Contractor shall be compensated based upon the following payment methodology which will be used to set forth the maximum liability of each Work Order:

Service Description	Maximum Per Hour				
	YEAR ONE DATES	YEAR TWO DATES	YEAR THREE DATES	YEAR FOUR DATES	YEAR FIVE DATES
Senior Transportation Data and System Manager					
Transportation Data and System Manager					
Transportation Data Architect					
Transportation Data Scientist					
Transportation Data Engineer					
Transportation Data Analyst					

Transportation Geospatial Scientist					
Transportation Geospatial Analyst					
Transportation Modeler					
Transportation Systems Engineer					
Transportation Planner					
Transportation Policy Analyst					
Transportation Research Analyst					
Transportation Software Engineer					
Transportation Economist					
Transportation Public Engagement Specialist					
Transportation Communications Specialist					
Transportation Data Collection Supervisor					
Transportation Data Collection Specialist					
Administration Support					

Service Description	Maximum Per Count				
Only if awarded a contract for Category 2	YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR	YEAR FIVE

Traffic Count					
---------------	--	--	--	--	--

- b. Direct costs incurred by the Contractor may be reimbursable only upon advance written approval of the State. All such direct costs shall be directly related to the accomplishment of Contractor's work under this Contract and shall conform to all other applicable terms and conditions of this Contract, including without limitation Section E.8.

C.4. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the current "State Comprehensive Travel Regulations." And shall be limited to the amounts specified in the Task Order.

The Contractor must include (in addition to other invoice requirements of this Contract) a complete itemization of requested travel compensation and appropriate documentation and receipts as required by the "State Comprehensive Travel Regulations."

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

Janice Shellington-Jenkins | Transportation Program Supervisor
 Long Range Planning Division/Administrative Office
 James K. Polk Bldg., 9th Floor
 505 Deaderick Street
 Nashville, TN 37243
 P. 615.253.6301
 C. 615.767.0594
 Janice.ShellingtonJenkins@tn.gov

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
- (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Master Contract number (assigned by the State);
 - (4) Customer account name: Department of Transportation, Long Range Planning;
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6) Contractor name;
 - (7) Contractor Tennessee Edison registration ID number;
 - (8) Contractor contact for invoice questions (name, phone, or email);
 - (9) Contractor remittance address;
 - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - (13) Amount due for each compensable unit of good or service; and
 - (14) Total amount due for the invoice period.

b. Contractor's invoices shall:

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

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

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

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

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

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

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

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

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier

service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Janice Shellington-Jenkins, Transportation Program Supervisor
 Long Range Planning Division/Administrative Office
 James K. Polk Bldg., 9th Floor
 505 Deaderick Street
 Nashville, TN 37243
 P. 615.253.6301
 Janice.ShellingtonJenkins@tn.gov

The Contractor:

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

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods.

Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

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

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise.

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

- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

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

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System (“TCRS”), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member’s retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of “employee/employer” and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising

from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

- D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment 1-5;
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.

- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

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

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

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

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

a. Commercial General Liability (“CGL”) Insurance

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

b. Workers’ Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers’ compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers’ compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;

- iv. The Contractor is in the coal mining industry with no employees;
- v. The Contractor is a state or local government; or
- vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

d. Professional Liability Insurance

- i. Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis, then:
 - 1. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and
 - 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Contractor must purchase "extended reporting" or "tail coverage" for a minimum of five (5) full years from the date of the final Contract payment.
- ii. Any professional liability insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate; and
- iii. If the Contract involves the provision of services by medical professionals, a policy limit not less than three million (\$3,000,000) per claim and three million dollars (\$3,000,000) in the aggregate for medical malpractice insurance.

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

D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

- D.35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.
- D.36. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Pub. Ch. 113, § 5, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Pub. Ch. 113, § 5, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFQ 40100-51125 (RFP Attachment B – B.15.) and resulting in this Contract.

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

<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.

- E.3. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.
- a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:
 - (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
 - (2) Any pricing related to the new lines, items, or options;
 - (3) The expected effective date for the availability of the new lines, items, or options; and
 - (4) Any additional information requested by the State.
 - b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.
 - c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
 - d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.
- E.4. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into

of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- E.5. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
 - (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
 - i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.
 - (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
 - i. Salary and bonus.

- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
 - c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
 - d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

- E.6. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.
- E.7. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.
- E.8. Reimbursement. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Any goods, materials, supplies, equipment or contracted services procured by Contractor under this Contract shall be procured on a

competitive basis when practicable. The Contractor shall maintain documentation supporting Contractor's request for reimbursement. In each instance where it is determined that use of a competitive procurement method was not practicable, Contractor shall seek approval of the State Commissioner to procure by non-competitive procurement as a condition for reimbursement.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY:

JOHN REINBOLD, GENERAL COUNSEL

DATE

ATTACHMENT 1**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON VENDOR IDENTIFICATION NUMBER:	

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

ATTACHMENT 2**Job Descriptions**

Positions that require a high degree of technical expertise and experience, and that have a large scope of responsibility, budget, and team, should be classified as senior positions. Positions that require less technical expertise and experience, and that have a smaller scope of responsibility, budget, and team, should be classified as junior positions.

Job Title	Technical Expertise/ Experience	Scope of Responsibility
Senior Transportation Data and System Manager	Master's degree or equivalent experience in transportation engineering, data science, or a related field, with 10+ years of experience in transportation data and system management.	Develops and implements transportation data and system management strategies for a large organization or region. Manages a budget and a team of transportation data and system management professionals. Represents the organization on transportation data and system management committees and initiatives.
Transportation Data and System Manager	Master's degree or equivalent experience in transportation engineering, data science, or a related field, with 5+ years of experience in transportation data and system management.	Develops and implements transportation data and system management strategies for a medium or large organization or region. Manages a budget and a team of transportation data and system management professionals.
Transportation Data Architect	Master's degree or equivalent experience in computer science or a related field, with 5+ years of experience in transportation data architecture.	Designs and develops the architecture for transportation data systems. Works with transportation data analysts and engineers to implement the data architecture. Ensures that the data architecture is secure, scalable, and meets the needs of the organization.
Transportation Data Scientist	Master's degree or equivalent experience in data science or a related field, with 3+ years of experience in transportation data analysis.	Uses data science and machine learning to analyze transportation data. Develops and implements predictive models to forecast transportation demand and identify transportation problems. Works with transportation planners, engineers, and analysts to use transportation data science to improve transportation systems and services.

Transportation Data Engineer	Bachelor's degree in computer science or a related field, with 3+ years of experience in transportation data engineering.	Develops and maintains transportation data systems. Works with transportation data analysts and scientists to implement data pipelines and data warehouses. Ensures that transportation data systems are efficient and reliable.
Transportation Data Analyst	Bachelor's degree in transportation engineering, data science, or a related field, with 3+ years of experience in transportation data analysis.	Collects, cleans, and analyzes transportation data to identify trends and patterns. Develops and reports on transportation data findings to support decision-making.
Transportation Geospatial Scientist	Master's degree or equivalent experience in geography or a related field, with 3+ years of experience in transportation geospatial analysis.	Uses geospatial analysis to analyze transportation data. Develops and maintains transportation geospatial databases. Creates maps and visualizations to communicate transportation data findings. Works with transportation planners, engineers, and analysts to use transportation geospatial analysis to improve transportation systems and services.
Transportation Geospatial Analyst	Bachelor's degree in geography or a related field, with 3+ years of experience in geospatial analysis.	Uses geospatial analysis to analyze transportation data. Develops and maintains transportation geospatial databases. Creates maps and visualizations to communicate transportation data findings.
Transportation Modeler	Master's degree or equivalent experience in transportation engineering or a related field, with 3+ years of experience in transportation modeling.	Develops and maintains transportation models. Uses transportation models to analyze and forecast transportation demand. Works with transportation planners, engineers, and analysts to use transportation modeling to improve transportation systems and services.
Transportation Systems Engineer	Bachelor's degree in transportation engineering or a related field, with 5+ years of experience in	Designs, develops, and implements transportation systems. Uses transportation data and modeling to analyze and improve transportation systems.

	transportation systems engineering.	
Transportation Planner	Master's degree or equivalent experience in transportation engineering or a related field, with 5+ years of experience in transportation planning.	Develops and implements transportation plans and policies. Uses transportation data and modeling to analyze and forecast transportation demand.
Transportation Policy Analyst	Master's degree or equivalent experience in public policy, transportation planning, or a related field, with 5+ years of experience in transportation policy analysis.	Develops and analyzes transportation policies. Assesses the impacts of transportation policies on the community.
Transportation Research Analyst	Master's degree or equivalent experience in transportation engineering, transportation planning, or a related field, with 5+ years of experience in transportation research.	Conducts research on transportation data and systems. Develops and tests new methods for collecting, managing, and analyzing transportation data.
Transportation Software Engineer	Bachelor's degree in computer science or a related field, with 3+ years of experience in software engineering.	Develops and maintains transportation software applications. Works with transportation data analysts and engineers to develop software that meets their needs.
Transportation Economist	Master's degree or equivalent experience in economics or a related field, with 3+ years of experience in transportation economics.	Analyzes the economic impacts of transportation systems and policies. Develops cost-benefit analyses for transportation projects and programs. Works with transportation planners, engineers, and analysts to use transportation economics to improve transportation systems and services.
Transportation Public	Bachelor's degree in public administration or	Develops and implements public engagement strategies for transportation projects and

Engagement Specialist	a related field, with 3+ years of experience in public engagement.	programs. Works with the public to gather input on transportation plans and policies. Communicates transportation information to the public.
Transportation Communications Specialist	Bachelor's degree in communications or a related field, with 3+ years of experience in communications.	Develops and implements communication strategies for transportation projects and programs. Writes press releases, articles, and other communication materials about transportation. Works with the media and the public to communicate transportation information.
Transportation Data Collection Supervisor	Bachelor's degree in transportation or a related field, with 5+ years of experience in transportation data collection.	Supervises a team of transportation data collectors. Ensures that transportation data is collected accurately and efficiently. Develops and implements transportation data collection procedures.
Transportation Data Collection Specialist	Associate's degree in transportation or a related field, with 3+ years of experience in transportation data collection.	Collects transportation data using a variety of methods, such as traffic surveys, interviews, and sensor data.
Administration Support	High school diploma or equivalent, with 3+ years of experience in administrative support.	Provides administrative and clerical support to transportation professionals. Performs tasks such as scheduling appointments, preparing reports, and answering phone calls

ATTACHMENT 3

Work Procedures**1. General Instructions**

The purpose of the Work Procedures is to define the process for consultant services.

2. Work Parameters

All Work shall be assigned to the Contractor in the form of a Work Order (See Contract Attachment 4). A Work Order will be issued for a specific scope of work.

3. Work Issuance

The State will issue a Statement of Work to the Contractor on the Statement of Work form attached hereto as Attachment 4.

Once a Statement of Work has been issued, the Contractor will provide the positions required, a price per hour, and the number of hours to complete the Statement of Work.

4. Work Procedures

When the State requests work under this Contract, the following procedures shall be used:

- c. The State will provide to the Contractor a SOW with attachments describing the Work to be performed, which may include special instructions and conditions. Except as set forth in Section C.3.a, the Contractor shall not be reimbursed for any costs prior to the execution of the Work Order. In response to a SOW, Contractor shall submit a Work Order form providing Contractor's positions, price per hour and number of hours in the form attached Attachment 5. The State will review the SOW proposal and either request revisions or approve the SOW proposal. Once the SOW has been approved and executed by State, the parties will prepare and execute a Work Order for the Work.
- d. The Contractor's SOW proposal shall be submitted within fifteen (15) business days of the receipt of the SOW.
- e. The State shall execute the Work Order to document the proposal. Any changes to the Work Order after execution shall be as amended in writing.

ATTACHMENT 4**STATEMENT OF WORK ###**Work Order#: *Number*

####-##-### (THE STATE Project No.)
 ##-##-####-## (Contract No.)

00/00/0000
 Date

Full Scope of Project Requirements and Project Schedule

1. Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.
2. Provide a narrative that illustrates how the Respondent will complete the delivery of goods or scope of services, accomplish required objectives, and meet the State's project schedule.
3. Provide a narrative that illustrates the Respondent's prior experience in completing the required objectives.

Contractor shall not perform any work until a signed Work Order has been received from the State.

Schedule

Service Description	Not to Exceed Price (Per Hour)	Quantity (Maximum Number of Hours)	Total Price Per Line
Senior Transportation Data and System Manager			
Transportation Data and System Manager			
Transportation Data Architect			
Transportation Data Scientist			
Transportation Data Engineer			
Transportation Data Analyst			
Transportation Geospatial Scientist			
Transportation Geospatial Analyst			
Transportation Modeler			
Transportation Systems Engineer			
Transportation Planner			
Transportation Policy Analyst			
Transportation Research Analyst			

Transportation Software Engineer			
Transportation Economist			
Transportation Public Engagement Specialist			
Transportation Communications Specialist			
Transportation Data Collection Supervisor			
Transportation Data Collection Specialist			
Administration Support			

Direct Costs	Price (Per Work Order)	Quantity	Total Price Per Line
Travel Expenses			
Venue Leasing			
Materials (to be described by Respondent)			
Supplies (to be described by Respondent)			

Contractor shall not perform any work until a signed Work Order has been received from the State.

ATTACHMENT 5



Work Order
- ##:

#####-##-### (The State Project No.)

00/00/0000

##-##-#####-## (Contract No.)

Date

This Work Order is made and entered into between the State of Tennessee Department of Transportation (STATE) and name (CONSULTANT).

The (Consultant) agrees to undertake the following work in accordance with the provisions of the Master Contract #XXXXX between the STATE and CONSULTANT dated 00/00/0000.

A. SCOPE OF SERVICES:

- A.1. Pursuant to Section A.1 of the Master Contract between the State and the Contractor dated [TBD once executed] (the "Master Contract"), State desires to engage the Contractor to perform the Work described in the SOW attached hereto as Exhibit A in accordance with the requirements set forth therein.
- A.2. The Contractor shall provide all services and deliverables as required, described, and detailed in Exhibit A and shall meet all service and delivery timelines as specified therein.

B. WORK ORDER PERIOD:

- B.1. Work Order Period. This Work Order shall be effective for the period commencing on the DATE of full and complete execution of this Work Order, and ending on DATE. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified period.
- B.2. In Process Work Term Extension. The State reserves the right to extend this Work Order for a period beginning at the end of the final term for the purpose of completing all work order activities associated with any authorized work initiated during the term(s) of this Work Order.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Work Order exceed [TBD and No/100ths Dollars (\$TBD)]. The payment terms set forth in Exhibit A shall constitute the maximum amount due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, hours worked, materials or equipment required. The Maximum Liability includes, but is not

limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the Maximum Liability for any period under the Work Order or any extensions of the Work Order for Work not requested by the State. Liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Work Order unless the State requests work and the Contractor performs said work. 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 Work Order.

- C.2. Compensation Firm. The lump sum fee liability of the State for services under this Work Order is firm for the duration of the Work Order and is not subject to escalation for any reason unless amended.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

