

BID SOLICITATION NOTICE

TENNESSEE DEPARTMENT OF TRANSPORTATION
Procurement & Contracts Division
505 Deaderick St. Ste 500
Nashville TN. 37243
August 18, 2025

REQUEST FOR PROPOSALS FOR PERFORMANCE BASED MAINTENANCE SERVICES**SOLICITATION REQUIREMENTS AND CONDITIONS**

Obtaining Proposal Forms: Obtain solicitation documents under the conditions stipulated in the solicitation. The solicitation states the location and description of the work to be performed; the estimate of the various quantities (if applicable); the pay items of work to be performed (if applicable); the Contract Time; the Bid Bond; and the date, time, and place of the Schedule of Events.

The specifications and other documents designated in the solicitation are part of the Proposal, whether attached or not. Upon advertising, the Department shall make the Proposal Forms available for download as an electronic file from the website stated in the solicitation.

Bid Bond: By submitting this Response, the undersigned Respondent submits herewith the required Bid Bond, as detailed in RFP Section 3.1.1.5 in an amount of not less than five (5%) percent of the total amount of the Cost Proposal, drawn to the order of the Tennessee Department of Transportation and the Respondent agrees and consents that the Bid Bond shall immediately be at the disposal of the Department, not as a penalty, but as an agreed liquidated damage if the required Contract and Contract Payment and Performance Bond are not executed within ten (10) business days from receipt of the notice of award.

Payment and Performance Bond: By submitting this Response, the undersigned Contractor hereby agrees to be bound by the award of the Contract and, if awarded the Contract on this Proposal, to execute the required Contract and the required Contract Payment and Performance Bond within ten (10) business days after receipt of notice of award.

NOTICE TO ALL RESPONDENTS:

To report bid rigging activities call: 1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, Respondent collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information shall be treated confidentially and caller anonymity shall be respected.



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

**REQUEST FOR PROPOSALS
FOR
PERFORMANCE BASED MAINTENANCE SERVICES REGION
4**

RFP # 40100-51617

Release #2

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1. INTRODUCTION

The Tennessee Department of Transportation (TDOT) issues this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and outline the TDOT's process for evaluating responses and selecting a contractor to provide the needed goods or services. Throughout this document the terms "TDOT" and "State" are interchangeable.

Through this RFP, the TDOT seeks to procure necessary goods or services based on the best combination of qualifications and cost and to give ALL qualified respondents, including those that are owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises, an opportunity to do business with the state as contractors, subcontractors, or suppliers. All qualified respondents and subcontractors shall be prequalified with TDOT as provided in Standard Specification 102.01.

1.1. Statement of Procurement Purpose

The purpose of this RFP is to procure a performance-based asset maintenance contract that provides for managing and performing the inspection, maintenance, and repair of multiple highway facility components of specific highways within TDOT's Region 4 as further identified in the RFP & Scope of Services. The awarded Contractor shall be required to mobilize and begin work ninety (90) days from the effective date of the contract.

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

The RFP Attachment 6.5., *Pro Forma* Contract and Scope of Services documents detail the State's requirements.

The *Pro Forma* Contract substantially represents the contract document that the successful Respondent must sign.

1.3. Nondiscrimination

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

1.4. RFP Communications

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

RFP # 40100-NUMBER

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

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

Mike Bentheimer, Assistant Director
Tennessee Department of Transportation

Procurement and Contracts Division
 505 Deaderick St. Ste 500
 Nashville TN. 37243
Michael.Bentheimer@tn.gov

- 1.4.2.2. Diversity Achievement - TDOT encourages the recruitment and utilization of certified and non-certified minority businesses. TDOT, its contractors, consultants, and suppliers should take all necessary and reasonable steps to ensure that minority businesses have the opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment.
- 1.4.3. Only the TDOT's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that the TDOT receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events. Respondents shall utilize RFP Attachment 6.7 for submission of Questions and Comments.
 - 1.4.4.1. Questions must identify the relevant document section number and page number or, if it is a general question, indicate so (this can be achieved using the prescribed submission form)
 - 1.4.4.2. Questions must address a single issue per question
 - 1.4.4.3. Questions must state whether the question raises a Substantive Issue or a Technical Correction: (this also can be achieved using the prescribed submission form)
 - 1.4.4.3.1. A substantive issue raises a question or provides a comment about the substantive content of the document.
 - 1.4.4.3.2. A technical correction relates only typographical errors, incorrect cross-references, clerical issues, or other minor and non-substantive issues.
 - 1.4.4.4. Interested bidders will be subject to a limit of thirty (30) questions that may be submitted; however, this limit shall not apply to Technical Corrections
 - 1.4.4.5. TDOT will disregard any questions in excess of the specified limit. TDOT may, in its sole discretion, amend the maximum limit of questions in future versions of the RFP or add additional opportunities for interested bidders to submit questions.
- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.
- 1.4.6. The State shall convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 2.1.).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: <https://www.tn.gov/tdot/engineering-operations-division/pbmc.html>

- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses shall constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State shall make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

All statistical, condition, current TDOT contracts and practices, or fiscal data or information provided by the State in conjunction with this RFP, whether by way of exhibits, amendments or modifications to this RFP, are provided by the State "as is." The State expressly disclaims any warranty as to the accuracy or the adequacy of any statistical condition, current TDOT contracts and practices, or fiscal data that it provides to Respondents. A Respondent's reliance upon the accuracy or adequacy of such data shall not be the basis of relief from contract performance or recovery of actual, consequential or punitive damages from the State.

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

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

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

- 1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.5., *Pro Forma* Contract and Scope of Services, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.7. **MANDATORY PRE-BID CONFERENCE**

There shall be a mandatory Pre-Bid Conference for this solicitation held at the location noted below. A respondent must submit a notification of the intent to attend, with a list of attendees, via email to the Solicitation Coordinator no later than forty-eight (48) hours prior to the Pre-Bid date as noted in Section 2.1. In order to be considered for bid on this solicitation, a Respondent must have attended this mandatory Pre-Bid Conference.

300 Benchmark Place
Region 4 Auditorium
Jackson, TN 38301

LATE ARRIVALS TO MANDATORY PRE-BID CONFERENCE:

All Respondents must be present and signed in prior to the start of the mandatory pre-bid meeting. Anyone not signed in at the commencement of the meeting shall be considered late and shall not be allowed to bid on the project.

1.9. Response Deadline

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

1.10. Payment and Performance Bond

The State shall require a payment and performance bond within 10 business days of the State issuing the Notice of Intent to Award **pursuant to this RFP. The amount of the payment and performance bond shall be** as detailed in the Pro Forma Contract and Scope of Services.

The successful Respondent must obtain the required payment and performance bond in form and substance acceptable to the State (refer to RFP Attachment 6.5., *Pro Forma* Contract, Payment and Performance Bond) and provide it to the State no later than the performance bond deadline detailed in the RFP Section 2, Schedule of Events.

After contract award, the successful Respondent must meet this payment and performance bond requirement by providing the State with a payment and performance bond for the first, twelve (12) calendar months of the Contract in the amount detailed above, and, thereafter, a new or re-issued payment and performance bond in the amount detailed above covering each subsequent twelve (12) calendar month period of the Contract. The Contractor must provide the new (or re-issued) payment and performance bonds to the State no later than thirty (30) days preceding each subsequent period of the Contract to be covered by the new (or re-issued) bond.

The successful Respondent must make all necessary arrangements for the initial payment and performance bond prior to the State signing the Contract and prior to any subsequent deadlines for the annual renewal or reissuance of the payment and performance bond. The Respondent is responsible for securing the services of any fidelity or guaranty underwriter.

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

2. RFP SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		August 18, 2025
2. Disability Accommodation Request Deadline	2:00 PM	August 21, 2025
3. Mandatory Pre-Bid Conference	11:00 AM	August, 27, 2025
4. Written "Questions & Comments" Deadline	2:00 PM	September 26, 2025
5. State Response to Written "Questions & Comments"		October 17, 2025
6. Response Deadline for Technical and Cost submissions	2:00 PM	October 31, 2025
7. Oral Presentations (Optional)		November 19-21, 2025
8. State Completion of Technical Response Evaluations		November 25, 2025
9. Opening & Scoring of Cost Proposals (Internal State Process)	2:00 PM	November 26, 2025
10. Best and Final Offer Initiated (at the State's discretion)		December 3, 2025
11. BAFO Recommendations by Respondent		December 10, 2025
12. State's Response to BAFO Recommendations		December 18, 2025
13. Response to BAFO		January 5, 2026
14. Notice of Intent to Award and State Sends Contract to Contractor for Signature		January 8, 2026
15. Contractor Signature and Payment and Performance Deadline	4:30 PM	January 22, 2026

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State shall communicate such to prospective Respondents who were present and signed in prior to the start of the mandatory pre-bid conference.

3. RESPONSE REQUIREMENTS

3.1. Response Form

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

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

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

- 3.1.1.1. A Respondent should duplicate and use RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A Technical Response should be economically prepared, with emphasis on completeness and clarity, and should NOT exceed 50 (fifty) pages in length (maps, graphs, charts, as noted and included as an appendix shall not count against this page limit). A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and all text must be at least a 12-point font, with the exception of text in maps, graphs, and charts. All response pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Response should correspond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria shall be deemed extraneous and shall not contribute to evaluations.
- 3.1.1.4. The State may determine a response to be non-responsive and reject it if:
- a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
 - b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 3.1.1.5. The Bid Bond shall be submitted in a sealed envelope to the address in section 3.2.4. accompanying the Technical Proposal and clearly labeled as stated in RFP Section 3.2.2.3. A Bid Bond must be provided in accordance with this section and is not eligible to be provided digitally.
- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

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

- 3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.
- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.
- 3.1.2.3. A Respondent must sign and date the Cost Proposal.
- 3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).
- 3.1.2.5. The Bid Bond shall be submitted in a sealed envelope accompanying the Technical Proposal and clearly labeled as stated in RFP Section 3.2.2.3

3.2. Response Delivery

- 3.2.1. A Respondent must ensure that the original Bid Bond, Technical Response, and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP, as may be amended.
- 3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.

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

“RFP # 40100- 51617 TECHNICAL RESPONSE ORIGINAL”

and Six (6) digital copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, USB flash drive labeled:

“RFP # 40100- 51617 TECHNICAL RESPONSE COPY”

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

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

“RFP # 40100- 51617 COST PROPOSAL ORIGINAL”

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

“RFP # 40100- 51617 COST PROPOSAL COPY”

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

3.2.2.3 One (1) original Bid Bond paper document labeled:

“RFP # 40100- 51617 BID BOND ORIGINAL”

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

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

“DO NOT OPEN... RFP # 40100- 51617 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”

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

“DO NOT OPEN... RFP # 40100- 51617 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

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

“RFP # 40100- 51617 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

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

Mike Bentheimer
Tennessee Department of Transportation
505 Deaderick Street, 5th Floor Procurement and Contracts Division
Nashville, TN 37243

3.2.5. Digital Submission

3.2.5.1. A Respondent may choose to request the opportunity to submit their response digitally via DropBox.. If a Respondent elects to submit via Dropbox, the Respondent must make the request, to the solicitation coordinator via email, no later than one (1) week prior to the Response Deadline found in section 2.1 of this RFP. The Solicitation Coordinator will provide a unique link to each Respondent’s request for digital submission. Following submission, the Respondent must notify the solicitation coordinator via email identifying each of the following items:

- a. Verification of completed submission of all documents
- b. A listing of each item submitted, including exact titles and formats in which the items were submitted

3.2.5.2. Once the Respondent has completed their submission and provided written notification as required above, the Solicitation Coordinator will provide confirmation of receipt via email.

3.2.5.3. Should the Respondent require deletion or correction of items in their submission prior to the Response Deadline found in RFP Section 2.1. the Respondent shall submit to the solicitation coordinator a written request via email no later than twenty-four (24) hours prior to the Response Deadline found in RFP Section 2.1. The Solicitation Coordinator will confirm the deletion of any items in writing via email and the Respondent shall then use the same link previously provided to upload the correct items and notify the Solicitation Coordinator using the same steps found in RFP Section 3.2.5.1.a. and 3.2.5.1.b.

3.2.5.4. Should a Respondent not follow the steps outlined in Sections 3.2.5.1., 3.2.5.2 and 3.2.5.3. Their response may be found non-responsive and/or may not be eligible for digital submission. A Respondent shall not be allowed to alter their proposal submission after the Response Deadline found in RFP Section 2.1. unless requested to do so by the Solicitation Coordinator through a clarification request, which is done at the State's sole discretion.

3.3. Response & Respondent Prohibitions

- 3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State shall reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State shall consider any such actions to be grounds for response rejection or contract termination.
- 3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State shall deem the Response non-responsive and reject it.
- 3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State shall deem all of the responses non-responsive and reject them.
- 3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).
- 3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:
 - 3.3.1.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
 - 3.3.1.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
 - 3.3.1.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a

State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

3.3.9 Organizational Conflict of Interest

A Respondent shall identify all relevant facts relating to past, present, or planned interest(s) of the Respondent's (including chief executives, directors, and Key Personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this Contract.

The Respondent shall disclose:

1. Any current contractual relationships with TDOT (by identifying the TDOT contract number and project manager);
2. present or planned contractual or employment relationships with any current TDOT employee;
3. Any current relationships between Key Personnel on other TDOT projects; and
4. Any other circumstances that might be considered to create a financial interest in the Contract by any current TDOT employee if the Respondent is awarded the Contract.

The Respondent must also disclose any current contractual relationships where the Respondent is a joint venture. The foregoing is provided by way of example and shall not constitute a limitation on the disclosure obligations.

For any fact, relationship, or circumstance disclosed, the Respondent must identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest. All organizational conflicts of interest shall be addressed on a separate page(s) submitted with the Respondent's Technical Response.

3.3.10 This RFP is subject to Tenn. Code Ann. § 12-4-101—105.

3.4. **Response Errors & Revisions**

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

3.5. **Response Withdrawal**

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

3.6. **Additional Services**

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

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

3.7. **Response Preparation Costs**

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

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State shall consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State shall convey it to potential Respondents who attended the Mandatory Pre-Response Conference (refer to RFP Section 2.2). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

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

4.3. State Right of Rejection

- 4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses. TDOT reserves the right to make an award without further discussion of the responses submitted. It is understood that the response shall become a part of the Department's official file, without obligation to the Department. It is understood that the response, in its entirety, may become part of the resulting contract and that any discrepancies between the awarded proposal document, and the State proposed scope and contract, are subject to the sole discretion of the State. The State may choose to accept or reject any portion of the proposed discrepancies between the response and the State's scope and contract document.
- 4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the State may hold any resulting Contractor to strict compliance with this RFP. TDOT shall determine whether the Respondent is eligible to perform the services being contracted based upon its Proposal Package demonstrating satisfactory experience and capability in the work area and demonstrating an understanding of Performance-Based contracting.
- 4.3.3. Technical Response scores that do not meet or exceed 70% of the evaluation metrics shall not move forward to the opening of Costs. This means that the minimum Technical Response Score is 49 out of 70 possible points allocated to this portion of the evaluation process is required to advance.
- 4.3.4. If the State determines after opening the Cost Proposals that the apparent best evaluated Respondent should be considered non-responsive, or if the best evaluated Respondent declines the award, the State may award the contract to the next best evaluated Respondent.

4.5. Right to Refuse Personnel or Subcontractors

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

4.6. **Insurance**

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

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

- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses, in the field of work being performed, to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.
- 4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following:
<https://tntap.tn.gov/eservices/#1>

4.8. **Disclosure of Response Contents**

- 4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents shall become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State shall hold all response information, including both technical and cost information, in confidence during the evaluation process.
- 4.8.3. Upon completion of response evaluations indicated by public release of a Notice of Intent to Award, the responses and associated materials shall be open for public inspection in accordance with Tenn. Code Ann. § 10-7-504(a)(7).

4.10. **Contractor Performance**

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

4.11. **Contract Amendment**

After Contract award, the State may request the Contractor to deliver additional goods or perform additional services within the general scope of the Contract and this RFP, but beyond the specified Scope, and for which the Contractor may be compensated. In such instances, the State shall provide the Contractor a written description of the additional goods or services. The Contractor must respond to the

State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be affected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals.

4.12. Severability

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

4.13. Post Award: Hierarchy of Documents

- a. Contract Document
- b. All Solicitation Documents
- c. Respondent Response Documents
- d. Tennessee Department of Transportation Special Provisions
- e. Tennessee Department of Transportation Supplemental Specifications
- f. Tennessee Department of Transportation Standard Specifications
- g. Tennessee Department of Transportation Standard Drawings
- h. All other Program Planning Documents
- i. All Material Included by Reference in any of the documents in this hierarchy.

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

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

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	70%
Cost Proposal (refer to RFP Attachment 6.3.)	30%

5.2. Evaluation Process

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

5.2.1. General Qualifications and Experience Evaluation. The Solicitation Coordinator shall review the portion of the Technical Response that provides the information requested in RFP Attachment 6.2., General Qualifications and Experience. Based on the response provided to RFP Attachment 6.2., General Qualifications and Experience, any Respondent may be deemed non-responsive or non-responsible and disqualified from further participation in this solicitation.

5.2.2. Technical Response Evaluation. The Solicitation Coordinator and the Proposal Evaluation Team (consisting of four (4) State employees with background, experience, and/or professional credentials in related service areas) shall use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

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

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

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

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

- 5.2.2.3. Proposal Evaluation Team members shall independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and shall score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 5.2.2.4. For each response evaluated, the Solicitation Coordinator shall calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
- 5.2.2.5. All Technical Responses that meet the State's threshold for being deemed responsive and responsible and meet or exceed a total score of Forty-Nine (49) shall have their Cost Proposal opened and be considered for award.
- 5.2.2.6. Before Cost Proposals are opened, the Proposal Evaluation Team shall review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members shall fully document the determination.

- 5.2.3. **Oral Presentations (In-Person).** The Department may host a formal meeting with each Respondent for a Technical Proposal Oral Presentation. The purpose of the Oral Presentation is for the Respondent to explain their Technical Proposal and for the Department to seek clarification on the information presented by the Respondent in the Technical Proposal. The Oral Presentation shall conclude promptly at the end of the allotted time and shall not constitute discussions or negotiations. Respondents shall not be permitted to ask questions of the Department except to ask for clarification of any question posed by the Department. No supplemental materials, handouts, etc. shall be allowed to be presented in the Oral Presentation. Respondents shall only provide information in the previously submitted proposal or as a PowerPoint presentation during the Oral Presentation. Respondents shall provide a digital copy of the PowerPoint to the State at the conclusion of the Oral Presentation. No additional time shall be allowed to research answers.

If applicable, the Oral Presentations shall be conducted by the Department of Transportation on the day and at the time specified in the schedule of events at the Region 4 Auditorium in Jackson, TN. The order of the Oral Presentations shall be determined by random drawing and the time frame for each of the sessions shall be 40 minutes.

Key project personnel, as identified in the proposal, that shall provide day to day oversight of this contract and related activities must be present and lead this session regarding the proposal submitted for this solicitation. All discussions led by the facilitator must remain on topic with the submitted proposal.

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

- 5.2.5 **Best and Final Offer (BAFO)** – After reviewing the Respondents' Cost Proposals, TDOT may choose, in its sole discretion, to proceed with a Best and Final Offer RFP to solicit revised Cost Proposals. All responsive and responsible Respondents meeting or exceeding the minimum technical evaluation score required to participate in the cost proposal evaluation, as stated in RFP Sections 5.2.2.5 and 5.2.2.6, shall be invited to participate in the BAFO RFP. To initiate the BAFO RFP process, TDOT shall submit identical questions to each qualified Respondent seeking feedback on the original RFP. TDOT may use this feedback to consider making changes to the proposed scope of work, which shall be included in the BAFO RFP if applicable.

After receipt of the BAFO RFP, the Respondent must resubmit an updated Cost Proposal at the time, place, and date specified in the BAFO RFP. If the Respondent chooses not to submit an updated Cost Proposal, the Respondent may be deemed non-responsive to the RFP. A revised total score shall be calculated for each Respondent based on the Respondent's technical evaluation score and revised Cost Proposal. The resulting total score shall constitute each Respondent's Best and Final Offer. Award of the contract may be made to the best evaluated Respondent based on the highest overall score in the Best and Final Offer.

- 5.2.6. **Total Response Score.** The Solicitation Coordinator shall calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.4, Score Summary Matrix).

5.3. **Contract Award Process**

- 5.3.1 There shall be one (1) Asset Maintenance contract awarded in TDOT Region Four. The Solicitation Coordinator shall submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to the contract award.
- 5.3.2. (1) The Evaluation Committee shall forward the apparent best evaluated Respondent to the Commissioner with a recommendation either to:
- (a) Reject all proposals; or
 - (b) Award a PBMC contract to the best evaluated Respondent; or
 - (c) Provided, however, if the Committee determines after opening the price proposals that the apparent best evaluated Respondent should be considered non-responsive, or if after award the best evaluated Respondent declines the award and forfeits the proposal guaranty, the Committee may recommend award of the contract to the next best evaluated Respondent.
- (2) Upon receiving the Committee's recommendation, the Commissioner may either:
- (a) Reject all proposals; or
 - (b) Award a PBMC contract to the best evaluated Respondent; or
 - (c) If the Committee determines after opening the price proposals that the apparent best evaluated Respondent should be considered non-responsive, or if the best evaluated Respondent declines the Commissioner's award, the Commissioner may award the contract to the next best evaluated Respondent.
- (3) After the PBMC contract has been awarded, TDOT shall publish the Notice of Intent to Award on the TDOT website.
- NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.**
- 5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The Contract shall be substantially the same as the RFP Attachment 6.5., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed Contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.

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

All records from this procurement are considered confidential until the state has finished their review thereof.

RFP ATTACHMENT 6.1.**RFP # 40100-51617 STATEMENT OF CERTIFICATIONS AND ASSURANCES**

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

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

1. The Respondent shall comply with all of the provisions and requirements of the RFP.
2. The Respondent shall provide all services as defined in the RFP Attachment 6.5., *Pro Forma* Contract and Scope of Services for the total Contract Term.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.5., *Pro Forma* Contract and Scope of Services.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the Contract.
5. The Respondent shall comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (d) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each Respondent and each person signing on behalf of any Respondent 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 Respondent is not on the list created pursuant to §12-12-106." For reference purposes, the list is currently available online at: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>.

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

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

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

RFP ATTACHMENT 6.2. — Section A

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.1.	The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
	A.2.	The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
	A.3.	The Technical Response must NOT contain cost or pricing information (except pricing relating to other projects).	
	A.4.	The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
	A.5.	A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
	A.6.	A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).	
	A.7.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.8.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.9.	Provide a statement confirming that, if awarded a contract pursuant to this RFP, the Respondent shall deliver a Payment and Performance Bond to the State in accordance with the requirements of this RFP. The statement must be signed by an individual with legal authority to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it and must be accompanied by a confirmation letter, issued on surety or insurance company letterhead, confirming said surety or insurance company is committed to providing such bond for the Respondent. The confirmation letter must be issued by a surety or an insurance company that is authorized to issue bonds in the State of Tennessee and listed on the current United States Department of the Treasury Circular 570 financial management service listing of certified companies, and the limit of the bond to be written	

RFP ATTACHMENT 6.2. (continued)

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		by such surety or insurance company on any one project must not exceed the approved underwriting limitation on said United States Department of the Treasury list.	
	A.10	Provide a letter confirming the Respondent's has submitted a Bid Bond to the State as part of the proposal submission in accordance with the requirements of this RFP.	
	A.11	Respondent's representative attended the mandatory Pre-response Conference.	
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

RFP ATTACHMENT 6.2. (continued)

RFP ATTACHMENT 6.2. — SECTION B

GENERAL QUALIFICATIONS AND EXPERIENCE

SECTION B: GENERAL QUALIFICATIONS AND 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.

The Solicitation Coordinator shall review the response to determine if the General Qualifications and Experience Items are addressed as required. **The State, at its own discretion, reserves the right to review the answers provided to this section and deem a Respondent non-responsive. Additionally, the State reserves the right to issue clarifications to a Respondent based upon their responses.** For each item that is not addressed as required, the Solicitation Coordinator must review the response and attach a written determination. In addition to the General Qualifications and Experience Items, the Solicitation Coordinator shall review each response for compliance with all RFP requirement item:

Response Page # (Respondent completes)	General Qualifications and Experience
	Detail the name, e-mail address, mailing address, telephone number, and facsimile number, if applicable, of the person the State should contact regarding the response.
	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).
	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	Describe the Respondent's number of employees, client base, and location of offices.
	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	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.
	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the

RFP ATTACHMENT 6.2. (continued)

	relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it shall impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor shall perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	Provide a statement and any relevant details addressing whether the Respondent is any of the following: 1. is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; 2. 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; 3. 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 4. 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.

RFP ATTACHMENT 6.2. — SECTION C**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

A Proposal Evaluation Team, made up of three or more State employees, shall independently evaluate and score the response to each item. Each evaluator shall 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 shall multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product shall be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		5	
	C.2.	Provide a narrative that illustrates how the Respondent shall complete the scope of services, accomplish required objectives, and meet the State's project schedule.		10	
	C.3.	Provide a narrative that illustrates how the Respondent shall manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule. Additionally, describe how monthly accomplished work for the period will be reported including units of measure.		15	
	C.4.	Firm Experience and Performance - Describe the firm's experience with similar contracts and types of work. Contracts may be contracts with the Department or contracts with other agencies, states, or countries. Focus on how well the firm performed the work, not just the experience gained, whether by its own work force or by subcontractors. For each contract, as a minimum, report the owner, contract number, contract start date/length, general scope, name and contact information of the project manager, and a summary of all performance evaluations, accolades, or results achieved within the last three (3) contract years.		10	
	C.5.	Management Team – Provide an overall management team plan and organizational chart. Include the management team's experience with work that is relevant to this project, and the percentage of time each team member shall be committed to project tasks, functions, and responsibilities. Provide a detailed description of the management methodology that shall be used to provide services reliably, including details on the plans to coordinate and communicate with all responsible parties. Include information on the management operational capabilities for each area of the work described in the Scope of Services.		10	
	C.6.	Quality Management Plan - Describe the approach and methods the Respondent shall use to monitor, report, and		15	

RFP ATTACHMENT 6.2. (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		ensure compliance with the Scope of Services. Include the measures the Respondent shall use to continually ensure that its plan is sufficiently carried out, as well as detailing the means whereby any needed corrective actions shall be made. Describe the process the Respondent shall use to analyze and communicate quality management actions and findings with operations management, supervisory personnel, and the department. Describe how the Respondent shall use their management plan to implement improvements and prompt other actions throughout the contract term. Include Respondent's plan for training and peer review processes.			
	C.7.	Customer Service, Incident, and Emergency Response - Describe the Respondent's plan to respond, address, and document all Customer Service issues, Incidents, and Emergencies. Include detailed plans for Emergency Response coordination with the department and other entities in responding to incidents and emergencies. Include details on the Respondent's plans to respond to all customers, including the department. Examples of non-department customers include first responders, local business communities, neighborhood associations, area Community Traffic Safety Teams, Transportation Planning Organizations, the general public, local governments, environmental groups, permit/review agencies, and other contractors.		5	
	C.8.	Work Need Analysis / Preventative and Routine - Describe the Respondent's overall philosophy to identify work needs and implement corrective actions in performing maintenance work needs. Include strategy for determining short term vs. long term solutions, and strategy for meeting Performance Based Maintenance Inspection (PBMI) Criteria and non-PBMI Criteria as applicable. Include information to demonstrate the Respondent's commitment to proactive work needs analysis.		12.5	
	C.9.	Maintenance of Traffic (MOT), Safety and Lane Availability a. Maintenance of Traffic Plan - Describe how the Respondent shall create and maintain a safe work environment. Include details on the steps the Respondent shall take to ensure worker safety and safety for the traveling public. Describe innovative technologies that shall be used, including details for inspections and plans for establishing and maintaining safe work zones. b. Lane Availability - Provide and explain a lane availability plan to minimize lane closures.		5	
	C.10.	Added Value - Explain offers of Added Value that shall be provided on this project beyond the minimum scope requirements or performance expectations, including specific actions, services, products, frequencies, efficiencies or other factors that may enhance the quality of service under this contract. Do not propose Added Value for any activity the Scope of Services expressly excluded from the		2.5	

RFP ATTACHMENT 6.2. (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		scope of this contract. Note that this contract does not require any Added Value. Not proposing added value shall result in zero points awarded for this section of the Technical Proposal score. Offers of Added Value could potentially add points to the Technical Proposal score and may or may not be associated with a higher Price Proposal. All Added Value offers shall become part of the Respondent's obligations to fulfill as part of the contract.			
	C.11.	Structures c. Ancillary Structure Maintenance and Repair - Describe in detail the proposed approach and methods to be used to monitor, report, and ensure compliance with all structures maintenance requirements. Include details on how the Respondent shall ensure work, of all priority types, shall be completed within required timeframes. d. Bridge Maintenance and Repair - Describe in detail the proposed approach and methods to be used to monitor, report, and ensure compliance with all structures maintenance requirements. Include details on how the Respondent shall ensure work, of all priority types, shall be completed within required timeframes.		5	
	C.12.	Scenarios & Situations Review and submit a response to each situation and scenario presented below. 1) Dirt and debris tend to accumulate along the safety lanes and barrier walls of the bridge deck, approach slabs, and inside the expansion joints. Excessive tree and vegetation growth is also typical along wingwalls, slope protections, and under structures, especially in the warmer months. Describe how your team shall address debris and vegetation removal in a proactive manner throughout the duration of this contract. 2) An inspection report for a major bridge over water includes work orders to repair spalls in the superstructure and substructure elements. These spalls are up to 18 inches wide and contain exposed corroded steel. Describe your approach for repairing these spalls in a manner that shall ensure preservation. 3) Following a major storm event, inspectors discover severe erosion and undermining to multiple qualifying concrete box culverts and culvert wingwalls (without settlement). Describe how you shall repair the erosion and the undermined areas and include any preventative measures you shall employ that might be applicable. 4) An inspection of a cantilever sign structure revealed hairline cracks in the moment connection welds. Describe how your team shall conduct the repairs.		5	

RFP ATTACHMENT 6.2. (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
<i>The Solicitation Coordinator shall use this sum and the formula below to calculate the section score. All calculations shall 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		X 70 <i>(maximum possible score)</i>	= SCORE:		
Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>					
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

RFP ATTACHMENT 6.3.**COST PROPOSAL & SCORING GUIDE****NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED**

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.5., *Pro Forma* Contract and Scope of Services and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

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

The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

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

RESPONDENT SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
ROUTINE MAINTENANCE SERVICES	\$ / MO.	60	
MOBILIZATION (10% of first 12-month sum to be paid in 3 equal installments over the first 3 months)	\$	1	
****UNIT PRICE BIDS****	****	****	****
PERMANENT PAVEMENT REPAIR (TIER 2)	\$ / TON	2000	
PERMANENT PAVEMENT REPAIR TIER 2 MOBILIZATION	/EA	100	
TIER 2 PATCHING CONCRETE PAVEMENT	\$ /SF	2500	

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
ADDITIONAL SWEEPING	\$ / SHOULDER MILE	250	
ADDITIONAL MOWING	\$ / CYCLE	5	
SPOT MOWING	\$ / ACRE	1000	
ADDITIONAL LITTER	\$ / CYCLE	5	
SPOT LITTER	\$ / C.L. MILE	100	
SNOW & ICE REMOVAL (OPERATOR)	\$ / HR		
****PHASED MAINTENANCE SERVICES****	*****	*****	*****
OBJECT MARKERS AND DELINEATORS	\$ / Lump Sum.	1	
MISC. DRAINAGE STRUCTURES	\$ / Lump Sum	1	
PAVED DITCH	\$ / Lump Sum	1	
PIPES	\$ / Lump Sum	1	
INLETS	\$ / Lump Sum	1	
PAVED LANES - ASPHALT	\$ / Lump Sum	1	
EVALUATION COST AMOUNT (sum of evaluation costs above): The Solicitation Coordinator shall use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point shall be standard for calculations.			
lowest evaluation cost amount from <u>all</u> proposals		x 30 (maximum section score)	= SCORE:
evaluation cost amount being evaluated			
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

RFP ATTACHMENT 6.4.**SCORE SUMMARY MATRIX**

	Respondent		Respondent		Respondent	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 70)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 30)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						
<i>Solicitation Coordinator Signature, Printed Name & Date:</i>						

RFP ATTACHMENT 6.5.

RFP # 40100-51617

PRO FORMA CONTRACT AND SCOPE OF SERVICES

The *Pro Forma* Contract and the Scope of Services can be found at:
<https://www.tn.gov/tdot/engineering-operations-division/pbmc.html>

RFP ATTACHMENT 6.6.

Instructions: Respondents, submit **either** the Bid Bond – Check with check **or** the Bid Bond – Guaranty with Surety Power of Attorney.

BID BOND FORM
STATE OF TENNESSEE DEPARTMENT
OF TRANSPORTATION BID BOND

CONTRACT NO. _____

Respondent: _____
 Print Name of Respondent

KNOW ALL MEN BY THESE PRESENTS, that the above-named Respondent has tendered the attached cashier's or certified check in an amount equal to five (5) percent of the total amount it bid for the project stated above, payable to the State of Tennessee, Department of Transportation, to be held pending the fulfillment of the following obligation conditions.

NOW, THEREFORE, the condition of this obligation is: the Respondent shall not withdraw its response within sixty (60) days after the Notice of Intent to Award, or within such other time period as may be provided in the Request for Proposals. Further, if the Department of Transportation shall award a Contract to the Respondent, the Respondent shall, within the timeline prescribed in the Request for Proposals, after it receives written notice of the award, fully execute a Contract on the basis of the terms, conditions and prices set forth in its Response and provide a bond with good and sufficient surety, as required for the faithful performance of the Contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work, as detailed in the Request for Proposals. In the event the Respondent withdraws its Response after the Notice of Intent to Award, or after award of the Contract has been made fails to execute such the Contract and/or such additional documents as may be required and to provide the required bond within the time period specified above, then the Department of Transportation shall cash the attached check and retain the funds, not as a penalty, but as agreed upon liquidated damages.

IN WITNESS WHEREOF, the Respondent has caused these presents to be signed by a duly authorized official.

By: _____ Date: _____

 Print Name and Title

NOTE: The check and the executed Bid Bond must be received by the Department by the Response Deadline as detailed in the Request for Proposals.

STATE OF TENNESSEE

DEPARTMENT OF

TRANSPORTATION BID BOND –

GUARANTY

CONTRACT NO. _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the Department of Transportation in the full and just sum of five (5) percent of the total amount of the Cost Proposal for the project stated, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its Proposal within sixty (60) days after Notice of Intent to Award, or within such other time period as may be provided in the Request for Proposals, and if the Department of Transportation shall award a Contract to the Principal, the Principal shall, within ten (10) days after written notice of the award is received by him, fully execute a Contract on the basis of the terms, conditions and unit prices set forth in his Proposal or bid and provide a bond with good and sufficient surety, as required for the faithful performance of the Contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal withdraws its bid after the Notice of Intent to Award, or after award of the Contract has been made fails to execute such the Contract and/or such additional documents as may be required and to provide the required bond within the time period specified above, then the amount of this Bid Bond shall be immediately paid to the Department of Transportation, not as a penalty, but as agreed upon liquidated damages.

IN WITNESS WHEREOF, the Principal has caused these presents to be signed by a duly authorized official and the Surety has caused these presents to be duly signed and sealed by an authorized agent or attorney-in-fact.

Principal/Contractor: _____

By: _____ Authorized Agent/Official _____	_____ Name Date
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Surety: _____

By: _____	_____
Attorney-in-Fact	Name

Date	

Bonding Agency Name

Street Address

City, State, Zip

Phone

RFP # 40100-51617

Questions and Comments Template

The Questions and Comments Template can be found at: <https://www.tn.gov/tdot/engineering-operations-division/pbmc.html>