6185 Cockrill Bend Circle
Nashville, Tennessee 37209
Phone (615) 741-5705

Bill Lee
Governor

David Hart
Chief Executive Officer

INVITATION TO BID FOR AUTOMOBILE LICENSE PLATE DECALS & WINDOW CLINGS SOLICITATION # 8001035

TRICOR-STATE OF TENNESSEE
Purchasing Department

BID WILL CLOSE: 05/04/2023; 10:00 AM CST
Bid review will be conducted according to Schedule of Events.

RETURN BID TO:
Lori Brewington
TRICOR Purchasing Dept.
6185 Cockrill Bend Circle
Nashville, TN 37209

Invitation to Bid, Solicitation Location: https://www.tn.gov/tricor/about-tricor/solicitations.html.html

DESCRIPTION: Solicitation to secure contract for Automobile License Plate Decals and Window Clings for direct shipment to customer based on specifications provided in Attachment 4 of this solicitation document

TRICOR Purchasing and Legal team is currently operating remotely. TRICOR will be accepting submissions of the bid documents for this solicitation by email. Please direct to all documents to Lori.Brewington@tn.gov. All attachment documents requiring vendor response required must be received by the solicitation deadline. Failure to comply will result in the bid rejection. *Thank you*

SOLICITATION CONTENTS

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1.0 INSTRUCTION TO BIDDERS

1.1. **Read the entire bid, including all terms, conditions, and specifications**.

1.2. Bid may be signed with a physical or official electronic signature.

1.3. Bid prices shall include delivery of all items f.o.b. destination or provide pre-pay and add information.

1.4. Amount of bid bond: $ n/a or n/a % of your bid.

1.5. Amount of performance bond: $ n/a or n/a% of the award.

1.6. Weight Criteria for award:

Weight factors for award criteria include the following:

Price: 40 points.
Conformity to specifications: 25 points
Quality: 20 points
Delivery: 15 points total.
Delivery as requested: 15 points.
1 week beyond request: 0 points.

TRICOR requests delivery within 30 days from receipt of purchase order.

1.7 The following samples are required to be provided prior to the solicitation deadline date and time by means of a trackable carrier to:

TRICOR Purchasing
Attn: Lori Brewington
6185 Cockrill Bend Circle
Nashville, TN 37209.

Requiring 6 samples of each design. All samples provided must meet all specifications listed in Attachment 4; using designs provided in Attachment 5 for each of the specified designs below:

	CATAGORY	DESCRIPTION	QUANTITY
1.	MILITARY	ARMY	SIX (6) SAMPLES
2.	MILITARY	NAVY	SIX (6) SAMPLES
3.	COUNTY	DAVIDSON	SIX (6) SAMPLES

Vendor may also include additional samples of "like" decals that they have previously produced to show versatility and quality of products they manufacture.

1.7. Vendor to provide raw material testing data to support **ASTM** requirements listed in Attachment 4.
1.8. Vendor to provide Market Index(s) and Commodities used to establish pricing, to be referenced in any price adjustments for contract amendments with submission.

2.0 Bid Response Detail:

2.1. ____No bid at this time. Please retain on bid list.

2.2. ____Delivery will be made this number of days after receipt of purchase order.

2.3. _____ % Cash discount for prompt payment if made within Thirty 30 days. Payment terms for less than 30 days will not be considered in evaluation process.

2.4. ____Bid offer expires in this number of days from the bid opening, request ninety (90) days.

2.5. ____Bid bond attached, ____ certified check attached, ____ other, if required.

2.7. Vendor Communications: (MUST BE COMPLETED BY VENDOR)

Vendor Communication per Terms and Conditions Vendor Name:

(Vendor to Provide in Bid Response)

Vendor Name:

Address:

Address:

Attn:

Email Address:

2.8. Payment Terms Extended to TRICOR: _____

2.9. Credit Limit Extended to TRICOR: _____

2.10. Vendor Phone & Fax Number Title Date

_____ _____ _____

2.11. ____Small Business, ____ Woman Owned Business, ____African American Owned, ____ Hispanic Owned, _____Asian American Owned, _____Native American Owned

(Please select one of the above if applicable).

2.12. If selection noted in 2.11. above, please indicate if you are registered with the Tennessee Governor's Office of Diversity Business Enterprise. ____ Yes / _____ No

Signature of bidder (must be signed) _____

Printed Signature of bidder _____

3.0 SCHEDULE OF EVENTS

3.1 The following Schedule of Events represents TRICOR's best estimate for this Solicitation.

EVENT	DATE	TIME (CENTRAL TIME)
Solicitation Released	4/19/2023	9:00 A.M.
Written "Questions & Comments" Deadline	4/21/2023	9:00 A.M.
TRICOR written response to "Questions & Comments"	4/25/2023	9:00 A.M.
Solicitation Proposal Deadline	5/04/2023	10:00 A.M.
Solicitation Technical Review Meeting	5/08/2023	10:00 A.M.
Solicitation Cost Review Meeting	5/08/2023	1:00 P.M.
TRICOR Intent to Award Released and Solicitation opened for Inspection (by scheduled appointment)	5/09/2023	10:00 A.M.
End of Solicitation Inspection Period	5/16/2023	10:00 A.M.
TRICOR sends contract to Vendor for signature	6/01/2023	10:00 A.M.
Vendor Contract Return Deadline	6/08/2023	10:00 A.M.
TRICOR/Contract Completion Deadline	6/15/2023	10:00 A.M.

3.2 TRICOR **reserves the right, at its sole discretion, to adjust the Solicitation Schedule of Events as deemed necessary.** Any amendment will be communicated to all prospective respondents.

ATTACHMENT 1

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security 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.

SIGNATURE/TITLE & DATE:

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

ATTACHMENT 2

Per Terms and Conditions, Vendor must provide a copy of their Tennessee Sales and Use Registration Certificate or a copy of registration application receipt if awaiting certification number with the Tennessee Department of Revenue with this bid. Vendor is responsible for providing a copy of the certificate once received if application receipt is provided with this bid.

Link to Department of Revenue on-line registration: https://tntap.tn.gov/eservices/_/#12

ATTACHMENT 3

SOLICITATION 8001035 VENDOR PRICE SHEET

TRICOR LINE ITEM #	VENDOR ITEM #	ANNUAL ESTIMATED QTY	UOM	DESCRIPTION	EACH PRICE
1		1,600,000 ASSORTED	EACH	COUNTY DECALS (TO INCLUDE ALL COUNTIES LOCATED IN TENNESSEE) – Refer to Attachment 4 - Item 1 for specifications.	$
2		8,000 ASSORTED	EACH	MILITARY DECALS – Refer to Attachment 4 - Item 2 for designs and specifications.	$
3		1,000 TO BE ORDERED AT ONE TIME WITHIN FIVE YEARS	EACH	SEQUENTIALLY NUMBERED DECALS - Refer to Attachment 4 - Item 3 for designs and specifications.	$
4		1,000 TO BE ORDERED AT ONE TIME WITHIN FIVE YEARS	EACH	MISCELLANOUS DECALS- Refer to Attachment 4 - Item 4 for designs and specifications.	$
5	BULK FREIGHT BY TRUCKLINE	XXX	CASE	SHIPPING CHARGE FOR DROP SHIP DELIVERY TO CUSTOMER - PALLETIZED FOR BULK SHIPMENT BY TRACABLE FREIGHT LINE. (Used for some County Decals only.)	$
6	INDIVIUAL CASE FREIGHT BY CARRIER	XXX	CASE	SHIPPING CHARGE FOR DROP SHIP DELIVERY TO CUSTOMER – INDIVIDUAL CASE SHIPMENT BY TRACABLE CARRIER. (Used for all decals listed above.)	$

F.O.B. DESTINATION POINT FOR SHIPPING TO: Nashville, TN and all County Offices within the State of Tennessee
LOCATION ADDRESS: To be provided at time of purchase.
DELIVERY INSTRUCTIONS: Monday - Friday 8:00 AM – 3:00 PM CST. No Delivery at night, weekends, and/or holidays. Any questions concerning delivery must be addressed to the location contact provided for the individual location on Attachment 6).
All TRICOR Purchase Orders require a vendor confirmation to be emailed to the Buyer within 1 – 2 business days of receipt. Confirmation to verify all information to include price, quantity and delivery are correct/acceptable. Failure to provide confirmation may result in contract termination.
Bids received after closing date will be disqualified.
Any minimum order quantity must be stated here _____.
Vendor to attach any standard return goods policy to bid.
Vendor to attach any warranty policy to bid and identify warranty period.
Warranty Period:
Samples Required: Yes. Refer to Page 2 - Section 1.7

SIGNATURE OF BIDDER (MUST BE SIGNED) _____ **DATE** _____

COUNTY NAME DECAL SPECIFICATIONS

SECTION I: DESCRIPTION

The county name stickers shall be made of silver/white weather-resistant, retro-reflective sheeting having a smooth, flat outer surface as exposed in use and pressure-sensitive adhesive on the backside for convenient and durable attachment to the background surface of license plates.

SECTION II: MATERIAL REQUIREMENTS

A. ADHESIVE:

(1) The reflective material shall include a pre-coated, pressure-sensitive adhesive that may be applied without needing additional adhesive coats on the reflective material or application surface, water, other solvents, or heat techniques.

(2) The protective liner attached to the adhesive shall be an easy-release type that is removable by peeling without soaking in water or other solvents and shall be easily removed after accelerated storage for 4 hours at 180 degrees Fahrenheit. Removal shall require a maximum pull of 2.5 pounds per square inch (0.1758 KG/cm^2).

B. REFLECTIVE CHARACTERISTICS:

(1) ASTM E810 is the Standard Test Method for Coefficient of Retro-reflection Sheeting using the Coplanar Geometry.

(2) RAINFALL PERFORMANCE: The brightness of the reflective sheeting totally wet by rain shall not be less than 90% of values specified in ASTM E 810. Wet performance measurements shall be conducted at .2 degrees divergence and minus 4 degrees incidence in accordance with ASTM E-810 and the rainfall test apparatus specified in Federal Specifications FP-79. SEC. 718.01(C).

C. COLOR: ASTM E308 is the Standard Practice for Computing Colors of Objects.

D. PERFORMANCE: Printing, adherence and durability shall be guaranteed for 1 year.

E. PHYSICAL CHARACTERISTICS AND PACKAGING: Reflective decals shall be free from ragged edges, cracks, and blisters. Reflective decals shall be moisture-resistant and readily cut without cracking, crazing, or flaking. Paper protective liners on decals shall be scored in vertical lines ¾" from the left edge. A tolerance of 1/32" shall be allowed. The scored lines shall cut through the protective liner.

SECTION III: FABRICATION REQUIREMENTS

A. DESIGN: The design of the retro-reflective county name stickers shall be silver/white with the county name printed in black. The letters in the county name shall be no less than 5/8" in height.

B. SIZE: The dimensions of the county name sticker shall be 5 ¾" in length and 7/8" in height. A tolerance of 1/8" is acceptable.

C. PROOFS: Digital proofs of each county name sticker shall be furnished within 20 days from date of the purchase order.

D. METHOD OF PACKAGING AND SHIPPING: County name stickers shall be put into boxes of 400 stickers per box. These boxes shall be packaged in multiples of 10,000 decals per master case. Boxes of county name stickers shall be labeled "Tennessee VEHICLE SERVICES DIVISION [County Name] Stickers," indicating the county to which they pertain.

E. SECURITY MEASURES: TRICOR reserves the right to enter vendor's premises at any time during the production for the stickers to inspect methods of production and full compliance with all provisions of the purchase order.

F. DELIVERY SCHEDULE: The delivery schedule shall be specified at time of order. TRICOR will fulfill orders from the Procuring State Agency either to the Department of General Services or directly to county clerk offices at the option of the Procuring State Agency.

MILITARY DECALS

SPECIFICATIONS

SECTION I: DESCRIPTION

The decals shall be made of silver/white reflex-reflective material having a smooth flat outer surface as exposed to use and pressure sensitive adhesive on the backside for convenient and durable attachment to the flat, smooth background surfaces of license plates.

SECTION II: MATERIAL REQUIREMENTS

A. ADHESIVE:

(1) The reflective material shall include a pre-coated, pressure-sensitive adhesive that may be applied without needing additional adhesive coats on the reflective material or application surface, water, other solvents, or heat techniques.

(2) The protective liner attached to the adhesive shall be an easy-release type that is removable by peeling without soaking in water or other solvents and shall be easily removed after accelerated storage for 4 hours at 180 degrees Fahrenheit. Removal shall require a maximum of 2.5 pounds per square inch.

B. REFLECTIVE CHARACTERISTICS:

(1) ASTM E810 is the Standard Test Method for Coefficient of Retroreflection of Retroreflective Sheeting using the Coplanar Geometry. Measurements shall be conducted in accordance with the photo-metric testing procedures for reflective sheeting.

(2) RAINFALL PERFORMANCE: The brightness of the reflective sheeting that is wet due to rain shall not be less than 90% of the above values. Wet performance measurements shall be conducted at .2 degrees divergence and -4 degrees incidence in accordance with ASTM E-810 and the rainfall test apparatus specified in Federal Specifications FP-79. SEC. 718.01(C).

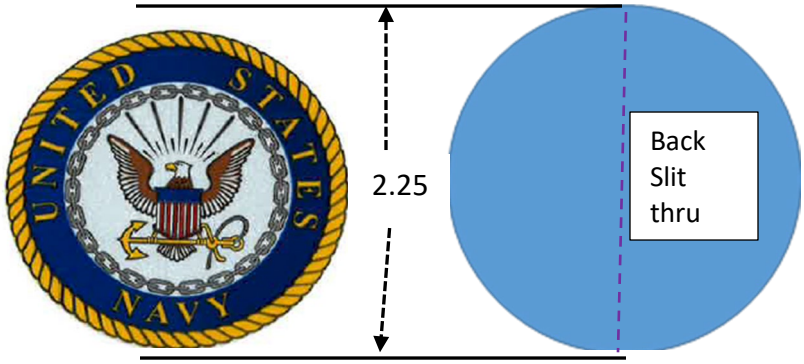
C. COLOR: ASTM E308 is the Standard Practice for Computing Colors of Objects by Using the CIE System.

D. PROTECTIVE FINISHING CLEAR Entire surface area of the printed decal shall be coated with a high gloss transparent clear recommended by the reflective material manufacturer. Dry thickness of this coating shall be a minimum of ½ MIL (.0005”). It shall remain clear and provide good adherence for of no less than 5 years.

E. PHYSICAL CHARACTERISTICS: Reflective decals shall be free from ragged edges, cracks, and blisters. Reflective decals shall be moisture-resistant and readily cut without cracking, crazing, or flaking.

SECTION III: FABRICATION REQUIREMENTS

Circular Designs:
Full Color
2.25” diameter
Die-cut registration can float +/- .05mm
Must match official artwork
Liner scored in center for easy removal



A. Rectangular designs:
1 or 2 colors depending on design
2” wide by .75” high or
2” wide by .5” high

B. PROTECTIVE COATING: After all designs are printed, the entire surface area of the monthly decal shall be coated with a high gloss transparent clear recommended by the reflective material vendor. Dry thickness of this clear coating shall be a minimum of $^{1}/_{2}$ MIL (0.0005”).

C. PROOFS: Electronic proofs to be delivered within 5 days of receipt of purchase order.

D. METHOD OF PACKAGING AND LABELING:

Shrink-wrapped in bundles of 25 of the same decal
20 bundles of decals (500 total) in a standard carton
Carton must contain packing slip with TRICOR PO #

Carton must be labeled with

Tennessee VEHICLE SERVICES DVISION
[NAME] Decals
500 ea.

TRICOR PO # [XXXX] in 8pt at bottom

Prepared by__Jim Kropp_____ Date_____3/24/23_____

MILITARY DECALS

*****ALL DECALS ARE COLOR COPIED VERSIONS AND DO NOT REFLECT ACTUAL PMS COLORS. ACTUAL SAMPLES TO BE PROVIDED FOR COLOR MATCH UPON AWARD OF CONTRACT**
MINIMUM ORDER: 500 PER DECAL

Marines

Gold – PMS 4505C
Silver – PMS 429C
Black

Link to Brand Guide
http://www.hqmc.marines.mil/Portals/134/Docs/CCM%20Docs/MCRC/MC%20Brand%20Guide/USMC_brand_guide2009.pdf?ver=2014-07-28-165459-843

Marine Corps League

Red PMS 187C Silver PMS 429C
Yellow PMS 143C Black

Link to Brand Guide
http://www.hqmc.marines.mil/Portals/134/Docs/CCM%20Docs/MCRC/MC%20Brand%20Guide/USMC_brand_guide2009.pdf?ver=2014-07-28-165459-843

Army

Must Color Match Sample

Link to Style Guide
https://www.army.mil/e2/rv5_downloads/create/branding_toolkit.pdf

Navy

Blue PMS 294 Gold PMS 1235
Red PMS 1805 Brown PMS 168
Sliver Gray PMS 422

Link to Brand Guide
http://www.navy.mil/local/onr/USNavyBrandGuidelinesNEW.pdf

Prepared by__Jim Kropp_____ Date_____3/24/23_____

TN MILITARY DECALS

*****ALL DECALS ARE COLOR COPIED VERSIONS AND DO NOT REFLECT ACTUAL PMS COLORS. ACTUAL SAMPLES TO BE PROVIDED FOR COLOR MATCH UPON AWARD OF CONTRACT**
MINIMUM ORDER: 500 PER DECAL

US Coast Guard

Must Color Match Sample

US Reserve Forces

Must Color Match Sample

Prepared by__Jim Kropp_____ Date_____3/24/23_____

TN MILITARY DECALS
RECTANGULAR

*****ALL DECALS ARE COLOR COPIED VERSIONS AND DO NOT REFLECT ACTUAL PMS COLORS. ACTUAL SAMPLES TO BE PROVIDED FOR COLOR MATCH UPON AWARD OF CONTRACT**

Color on White sheeting: PMS 287, CMYK = 100/69/01/11,

MINIMUM ORDER: 500 PER DECAL

HONORABLY DISCHARGED
Decals will be 2" wide x .75" high

RETIRED
Decals will be 2" wide x .5" high

SURVIVING SPOUSE
Decals will be 2" wide x .75" high

AIR FORCE
Decals will be 2.25" by 2.25"
Font: Berthold Akzidenz Grotesk bold extended
Link to Air Force Brand Guidelines
http://www.trademark.af.mil/About-Us/The-Air-Force-Symbol/Display-guidelines/

SEQUENTIALLY NUMBERED DECALS

SPECIFICATIONS

SECTION I: DESCRIPTION

The decals shall be made of silver/white reflex-reflective material having a smooth flat outer surface as exposed to use and pressure sensitive adhesive on the backside for convenient and durable attachment to the flat, smooth background surfaces of license plates.

SECTION II: MATERIAL REQUIREMENTS

A. ADHESIVE:

(1) The reflective material shall include a pre-coated, pressure-sensitive adhesive that may be applied without needing additional adhesive coats on the reflective material or application surface, water, other solvents, or heat techniques.

(2) The protective liner attached to the adhesive shall be an easy-release type that is removable by peeling without soaking in water or other solvents and shall be easily removed after accelerated storage for four hours at 180 degrees Fahrenheit. Removal shall require a maximum of 2.5 pounds per square inch.

B. REFLECTIVE CHARACTERISTICS:

(1) ASTM E810 is the Standard Test Method for Coefficient of Retroreflection of Retroreflective Sheeting using the Coplanar Geometry. Measurements shall be conducted in accordance with the photo-metric testing procedures for reflective sheeting.

(2) RAINFALL PERFORMANCE: The brightness of the reflective sheeting that is wet due to rain shall not be less than 90% of the above values. Wet performance measurements shall be conducted at .2 degrees divergence and -4 degrees incidence in accordance with ASTM E-810 and the rainfall test apparatus specified in Federal Specifications FP-79. SEC. 718.01(C).

C. COLOR: ASTM E308 is the Standard Practice for Computing Colors of Objects by Using the CIE System.

D. PROTECTIVE FINISHING CLEAR Entire surface area of the printed decal shall be coated with a high gloss transparent clear recommended by the reflective material manufacturer. Dry thickness of this coating shall be a minimum of ½ MIL (.0005”). It shall remain clear and provide good adherence for of no less than 5 years.

E. PHYSICAL CHARACTERISTICS: Reflective decals shall be free from ragged edges, cracks, and blisters. Reflective decals shall be moisture-resistant and readily cut without cracking, crazing, or flaking.

SECTION III: FABRICATION REQUIREMENTS

A. DESIGN: The design of the retro-reflective monthly decal shall be silver/white with the month and "STAPLE HERE" printed in black. Letters of the month shall be no less than 7/8"in height. Sample decals shall have the word "SAMPLE" superimposed across face of the decal.

Five (5) decals will be printed vertically per 1.5" wide x 8" high sheet. (Example A)

Blank Header area to be .625" with .25" hole drilled in center.
Each of the 5 decals will have the characteristics:
Perforation at leading edge full width of decal
.375" high area with "STAPLE HERE" printed with a horizontal score through the face of the sheeting at the bottom.
1" high print area that is art specific.
Horizontal score through the face of the sheeting at the bottom of print area.
.125" Blank footer with a perforation at the bottom

Twenty sheets of decals and a printed heavy cover sheet and .030 chipboard back shall be collated into a "Book". The book will be stitched at the top with a 3/8" binding stub. A .25" hole drilled in the top section.

Cover sheet: should be printed in black with

Tennessee

Vehicle
Services
Division

[INSERT NAME]
Decals

XXXXXX to
XXXXXX

See Example Below

B. SIZE:
Consumer applied finished decal: 1.5" wide by 1" high
Clerk tear off decal to be stapled to a registration: 1.5" by 1.5" high
Book of 100 decals: 1.5" wide by 8" high by 20 sheets plus cover and backer.

C. PROTECTIVE COATING: After all designs are printed, the entire surface area of the monthly decal shall be coated with a high gloss transparent clear recommended by the reflective material vendor. Dry thickness of this clear coating shall be a minimum of $^{1}/_{2}$ MIL (0.0005").

D. PROOFS: Electronic proofs to be delivered within 5 days of receipt of purchase order.

E. ASSEMBLY: 1 Book consisted of

Cover sheet
20 sheets of 5 decals
.030 chipboard backer
Stitched at top edge
.25" hole drilled in first .625"

F. METHOD OF PACKAGING AND LABELING:

INNER CARTON
Quantity: 10 books of 100 decals (1,000 Decals total)
Each carton must have a packing slip with TRICOR PO#
Labeling: Carton to be labeled
Tennessee VEHICLE SERVICES DVISION
[NAME] Decals
1,000 ea.

[XXXXXX] to
[XXXXXX]

TRICOR PO # [XXXX] in 8pt at bottom

MASTER CARTON
Quantity: 10,000 decals (10 inner cartons) in standard carton.
Each carton must have a packing slip with TRICOR PO#
Labeling: Carton to be labeled
Tennessee VEHICLE SERVICES DVISION
[NAME] Decals
10,000 ea.

[XXXXXX] to
[XXXXXX]

TRICOR PO # [XXXX] in 8pt at bottom

Sequence specific numbers may be added as a printed label versus printed

ARTWORK EXAMPLES – not for color match

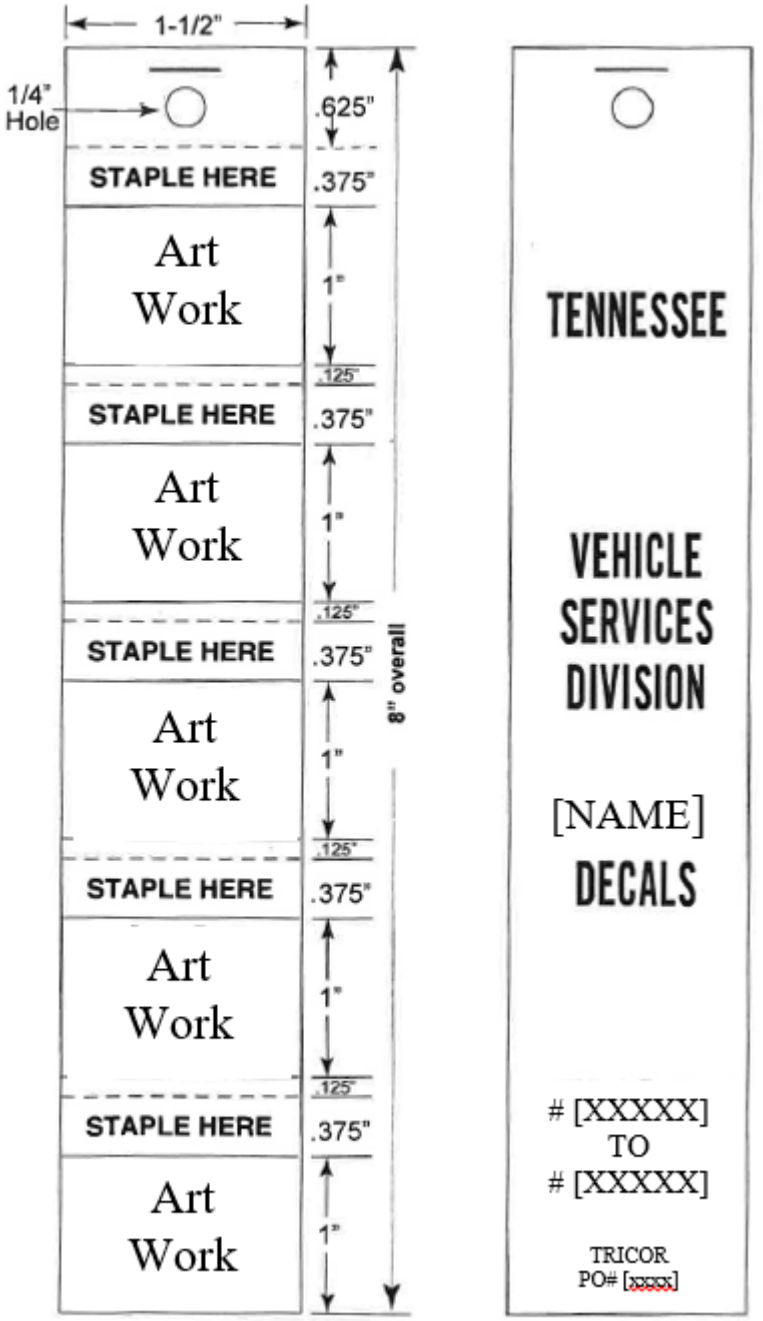
TENNESSEE PERM FLEET

- Sequential numbering required in black
- Minimum order 1,000 ea.

DISABLED DRIVER

- Blue with reversed lettering
- Sequential numbering required in black
- Minimum order 1,000 ea.

EXAMPLE A – Booklet LAYOUT ONLY



Prepared by__Jim Kropp_____ Date_____3/24/23_____

TDR – Same material specs

A. DESIGN:

SEQUENTIALLY NUMBERED

1 Color black imprint

1 7/8th" x 1 7/8th"

Liner scored for easy removal

Minimum: 1,000

B. PROTECTIVE COATING: After all designs are printed, the entire surface area of the monthly decal shall be coated with a high gloss transparent clear recommended by the reflective material vendor. Dry thickness of this clear coating shall be a minimum of $^{1}/_{2}$ MIL (0.0005").

C. PROOFS: Electronic proofs to be delivered within 5 days of receipt of purchase order.

D. METHOD OF PACKAGING AND LABELING:

Shrink-wrapped in bundles of 50 of the same decal
10 bundles of decals (500 total) in a standard carton
Carton must contain packing slip with TRICOR PO #

Carton must be labeled with

Tennessee VEHICLE SERVICES DVISION
[NAME] Decals
500 ea.

TRICOR PO # [XXXX] in 8pt at bottom

Prepared by__Jim Kropp_____ Date_____3/24/23_____

MISCELLANEOUS DECALS

SPECIFICATIONS

SECTION I: DESCRIPTION

The decals shall be made of silver/white reflex-reflective material having a smooth flat outer surface as exposed to use and pressure sensitive adhesive on the backside for convenient and durable attachment to the flat, smooth background surfaces of license plates.

SECTION II: MATERIAL REQUIREMENTS

A. ADHESIVE:

(1) The reflective material shall include a pre-coated, pressure-sensitive adhesive that may be applied without needing additional adhesive coats on the reflective material or application surface, water, other solvents, or heat techniques.

(2) The protective liner attached to the adhesive shall be an easy-release type that is removable by peeling without soaking in water or other solvents and shall be easily removed after accelerated storage for four hours at 180 degrees Fahrenheit. Removal shall require a maximum of 2.5 pounds per square inch.

B. REFLECTIVE CHARACTERISTICS:

(1) ASTM E810 is the Standard Test Method for Coefficient of Retroreflection of Retroreflective Sheeting using the Coplanar Geometry. Measurements shall be conducted in accordance with the photo-metric testing procedures for reflective sheeting.

(2) RAINFALL PERFORMANCE: The brightness of the reflective sheeting that is wet due to rain shall not be less than 90% of the above values. Wet performance measurements shall be conducted at .2 degrees divergence and -4 degrees incidence in accordance with ASTM E-810 and the rainfall test apparatus specified in Federal Specifications FP-79. SEC. 718.01(C).

C. COLOR: ASTM E308 is the Standard Practice for Computing Colors of Objects by Using the CIE System.

D. PROTECTIVE FINISHING CLEAR Entire surface area of the printed decal shall be coated with a high gloss transparent clear recommended by the reflective material manufacturer. Dry thickness of this coating shall be a minimum of ½ MIL (.0005”). It shall remain clear and provide good adherence for of no less than five (5) years.

E. PHYSICAL CHARACTERISTICS: Reflective decals shall be free from ragged edges, cracks, and blisters. Reflective decals shall be moisture-resistant and readily cut without cracking, crazing, or flaking.

SECTION III: FABRICATION REQUIREMENTS

HEARING IMPARED – still in development, final specs will be determined at time of order

A. DESIGN:

1 Color blue imprint

1 7/8th" x 1 7/8th"

Liner scored for easy removal

Minimum: 500

B. PROTECTIVE COATING: After all designs are printed, the entire surface area of the monthly decal shall be coated with a high gloss transparent clear recommended by the reflective material vendor. Dry thickness of this clear coating shall be a minimum of $^{1}/_{2}$ MIL (0.0005").

C. PROOFS: Electronic proofs to be delivered within 5 days of receipt of purchase order.

D. METHOD OF PACKAGING AND LABELING:

Shrink-wrapped in bundles of 25 of the same decal
20 bundles of decals (500 total) in a standard carton
Carton must contain packing slip with TRICOR PO #

Carton must be labeled with

Tennessee VEHICLE SERVICES DVISION
[NAME] Decals
500 ea.

TRICOR PO # [XXXX] in 8pt at bottom

~~E.~~ **DELIVERY SCHEDULE:** Standard delivery is 30 days from receipt of purchase order. Exact schedule to be determined at time of order.

TDR

A. DESIGN:

SEQUENTIALLY NUMBERED

1 Color black imprint

1 7/8th" x 1 7/8th"

Liner scored for easy removal

Minimum: 1,000

B. PROTECTIVE COATING: After all designs are printed, the entire surface area of the monthly decal shall be coated with a high gloss transparent clear recommended by the reflective material vendor. Dry thickness of this clear coating shall be a minimum of $^{1}/_{2}$ MIL (0.0005").

C. PROOFS: Electronic proofs to be delivered within 5 days of receipt of purchase order.

D. METHOD OF PACKAGING AND LABELING:

Shrink-wrapped in bundles of 50 of the same decal
10 bundles of decals (500 total) in a standard carton
Carton must contain packing slip with TRICOR PO #

Carton must be labeled with

Tennessee VEHICLE SERVICES DVISION
[NAME] Decals
500 ea.

TRICOR PO # [XXXX] in 8pt at bottom

~~F.~~ DELIVERY SCHEDULE: Standard delivery is 30 days from receipt of purchase order. Exact schedule to be determined at time of order.

HELPING SCHOOLS
WINDOW CLING

SPECIFICATIONS

SECTION I: DESCRIPTION

WINDOW CLING two colors on white vinyl static cling material with black sequential numbering

SECTION II: MATERIAL REQUIREMENTS

E. White static cling vinyl

F. COLOR: ASTM E308 is the Standard Practice for Computing Colors of Objects by Using the CIE System.

C. PHYSICAL CHARACTERISTICS: Free from ragged edges, cracks, and blisters.

SECTION III: FABRICATION REQUIREMENTS

G. DESIGN:

3 color design: red, blue black
Sequentially numbered in black
3" x 3"
Minimum: 500

H. PROOFS: Electronic proofs to be delivered within 5 days of receipt of purchase order.

I. METHOD OF PACKAGING AND LABELING:

Shrink-wrapped in bundles of 25 of the same sticker
20 bundles of clings (500 total) in a standard carton
Carton must contain packing slip with TRICOR PO #

Carton must be labeled with

Tennessee VEHICLE SERVICES DVISION
[NAME] Cling
500 ea.

TRICOR PO # [XXXX] in 8pt at bottom

J. DELIVERY SCHEDULE: The delivery schedule will be specified at time of order.

Prepared by__Jim Kropp_____ Date 3/24/23

UNITED STATES
E PLURIBUS UNUM
ARMY

UNITED STATES
NAVY

DAVIDSON

COUNTY SHIPPING REQUIREMENTS

COUNTY	CAN ACCEPT PALLETS	LIFT GATE REQUIRED	DELIVERY HOURS (IF SPECIFIED)	APPOINTMENT REQUIRED	CONTACT(S)	COMMENTS
Anderson	YES		BEFORE 3 PM	YES	Kelly or Kim 865-457-6226	
Bedford	NO		8-4	NO	Donna Thomas 931-684-1921	
Benton	NO		8-4	NO	Wanda Malin - 731-584-6053 option 1	
Bledsoe	YES	YES	BEFORE 3 PM		Genese Sapp 423-447-2137	CLOSE AT 12:00 ON THURSDAYS
Blount	YES	YES	BEFORE 3 PM	YES	Geneva Ellison 865-273-5826	
Bradley	NO		8:30-4:00	NO	Darla Lewis 423 -728-7226	satellite location no longer needs deliveries
Campbell	NO		8:00-4:30	YES	Todd Nance 423-562-4985	
Cannon	NO		8-4	NO	Lana Jones 615-563-4278	closed Wednesday; noon Sat.
Carroll	YES		BEFORE 3 PM	YES	Darlene Kirk - 731-986-1960	
Carter	YES		BEFORE 3 PM		Gwen Crowe 423-542-1815	
Cheatham		YES			Joyce 615-792-5179; Abby 615-792-5179; Teresa 615-792-5179	
Chester	YES		BEFORE 3 PM	YES	Stacy Smith 731-989-2233	
Claiborne	NO		8:30-4:30	NO	Karen Hurst 423-626-3283	
Clay	YES		BEFORE 3 PM		Jo Anne 931-243-2249	CLOSED WEDNESDAYS
Cocke	YES		BEFORE 3 PM	YES	Shalee 423-623-6176 her cell 423-248-5622	
Coffee	YES			YES	Theresa Mcfadden 931-723-5106	
Crockett			BEFORE 3 PM		Dana Branch 731-696-5452	USE HANDICAP ENTRANCE
Cumberland			BEFORE 3 PM	YES	Paige Matthews 931-484-6442 ext. 2	
Davidson	YES		BEFORE 3 PM		Julie Ward 615-862-6251 ext. 77100	
Decatur			BEFORE 3 PM		Melinda Broadway 731-852-3417	
Dekalb	YES		BEFORE 3 PM		Jimmy Poss 615-597-5177	
Dickson			BEFORE 3 PM	YES	Luanne 615-210-1601	
Dyer			BEFORE 3 PM	YES	Diane or Stephanie 731-286-7814	
Fayette	YES		BEFORE 3 PM	YES	Annie 901-465-5213	
Fentress	YES		BEFORE 3 PM		Amanda Hicks 931-879-8014	
Franklin	YES	YES	BEFORE 3 PM	YES	Tina Sanders or Melanie 931-967-2541	
Gibson	YES		BEFORE 3 PM	YES	Joyce Brown or Linda Vickers 731-855-7642; cell 731-414-0911	
Giles		X	BEFORE 3 PM	YES	Carol Wade 931-363-1509 or 931-478-5476	
Grainger			BEFORE 3 PM		Karen Horner 865-591-1934 or 865-828-3511	before 11:30 Wednesdays
Greene	YES		BEFORE 3 PM	YES	Lori Bryant 423-798-1775	
Grundy			BEFORE 3 PM	YES	Tammy Sholey 931-692-3622	
Hamblen	YES	NO	8:00-4:30	NO	Sandi Bloomquist 423-586-1993	
Hamilton	YES		BEFORE 11 AM		Mr. Fangie Jones 423-209-7919, 423-209-6525 after 10am, cell 423-255-0211	
Hancock			BEFORE 3 PM	YES	Catherine Dalton or Jesse Royston 423-733-2519	
Hardeman			BEFORE 3 PM	YES	Tonet Griggs 731-658-3541	
Hardin			BEFORE 3 PM		Jeanette Stricklin 731-438-2368	
Hawkins				YES	423-272-0250 for Nancy, Cindy, or Lisa	
Haywood		YES	BEFORE 4 PM		Sonya 731-772-2362 or 731-780-0442	
Henderson	YES		BEFORE 3 PM	YES	Carolyn Holmes 731-968-2856	
Henry			BEFORE 3 PM	YES	Donna Craig 731-642-2412	
Hickman	YES	YES	BEFORE 3 PM	YES	Rhonda or Tracy 931-729-2621	
Houston			BEFORE 4 PM		Robert Brown 931-289-3141	INSIDE DELIVERY
Humphreys	NO		8:00-4:30	YES	Cindy Wilson 931-296-7671	
Jackson			BEFORE 3 PM		931-268-9212 Brandon.	

COUNTY	CAN ACCEPT PALLETS	LIFT GATE REQUIRED	DELIVERY HOURS (IF SPECIFIED)	APPOINTMENT REQUIRED	CONTACT(S)	COMMENTS
Jefferson	YES	YES	BEFORE 3 PM		Frank Herndon or Glen Warren 865-397-2935	
Johnson	YES	NO	BEFORE 4 PM	NO	Tammie Fenner 423-727-9633	
Knox	YES	YES	8 AM - 3 PM EST		Susan Chesney 865-215-3359 or 865-660-0101	
Lake			BEFORE 3 PM		Crystal Horner 731-253-7582	
Lauderdale	YES		BEFORE 3 PM	YES	Linda Summer or Cynthia 731-635-2561	
Lawrence	NO		8;00-4:30	NO	Lee Paterson or Russ Brewer 931-766-4176	
Lewis			BEFORE 4 PM	YES	Sandra 931-796-2200	USE HANDICAP ENTRANCE
Lincoln		YES	12-4 PM		Phylliss or Anna 931-433-2454	
Loudon			BEFORE 4 PM		Carrie McKelvey 865-659-6254; 865-458-2726	
Macon				YES	Connie Blackwell 615-666-2333	CLOSED THURSDAYS
Madison		YES	BEFORE 3 PM	YES	Fred Brirmingham 731- 423-6135 Angela Pruitt 731-423-6022	
Marion			BEFORE 3 PM		Joanie 423-413-5812 423-942-2515	
Marshall		YES	8-11 AM or 2-4 PM		Daphne 931-359-1072	
Maury	YES			YES	Joey Allen 931-375-5214 or 931 - 375-5208	PREFER MORNING DELIVERY
McMinn	NO		8:30-4:30	NO	Barb 423-745-4440	
McNairy	YES	YES	BEFORE 3 PM	YES	Ross McNatt or Janet Miller - 731-645-3511	closed on Wednesdays
Meigs		YES	BEFORE 3 PM	YES	Janie Myers 423-334-5747	
Monroe	NO		8:30-4:30	NO	Angela 423-332-5948	Wed and Sat 8:30-12
Montgomery	YES	YES	BEFORE 4 PM		Alison Kruger or Christy Easterling 931-648-5711	
Moore	NO				Lacy Ivey 931-759-7346	
Morgan			BEFORE 3 PM		Cheryl Collins 423-346-3480	
Obion			BEFORE 4 PM		Crystal Crain 731-885-3831 cell 731-335-0441	
Overton			BEFORE 4 PM		Angela 931-823-2631	
Perry	NO		8-4	NO	931-589-2219 Glenda Leegan	
Pickett	NO				Charlie Lee 931-864-3879	
Polk	YES	YES		YES	423-338-4526 for Jackie	
Putnam			BEFORE 3 PM		Wayne or April at 931-526-7106	
Rhea		X	BEFORE 3 PM	YES	Linda, Donna, or Josh at 423-775-7808	
Roane		?	BEFORE 4 PM	YES	Beth 717-4120 Frieda 717-4229 Tina 717-4704	
Robertson	YES		BEFORE 4 PM	YES	Angie Groves or Megan Cook 615-384-5895	
Rutherford	YES	YES	8-4	YES	jane knight and denise barnes 615-898-7800	
Scott	YES	YES	BEFORE 3 PM	YES	Felicia Bilbrey 423-663-2588 or 423-223-9014	
Sequatchie			BEFORE 2 PM	YES	Charlotte Cagle 423-949-2522	
Sevier	NO	NO	8-10 and 2-4	YES	Adra Rowland or Shelly Maples 865-774-3683	
Shelby	YES		BEFORE 3 PM	YES	Latonya 901-222-3014 or Arethia 901-222-3006	

COUNTY	CAN ACCEPT PALLETS	LIFT GATE REQUIRED	DELIVERY HOURS (IF SPECIFIED)	APPOINTMENT REQUIRED	CONTACT(S)	COMMENTS
Smith	NO		8-4	NO	Lisa Cook 615-735-9833	
State Office	YES		8:00-4:30	NO		
Stewart			BEFORE 3 PM	YES	Jimmy Fitzhugh 931-232-7616	PERFERS UPS DELIVERY
Sullivan	YES	YES	8-5	NO	rhonda fleenor 423-323-6430	
Sumner		YES		YES	Carolyn 615-452-4063	
Tipton		YES	BEFORE 3 PM	YES	Mary Gaither or Amy 901-476-0208	
Trousdale	NO		8-4	YES	Rita Crowder 615-374-5352	
Unicoi			BEFORE 3 PM		Patty Treadway 423-743-3381	
Union		YES	BEFORE 4 PM		Amy Enlgand 865-992-8043	
Van Buren			BEFORE 4 PM		Lisa Rigsby 931-946-F58	
Warren	YES		BEFORE 4 PM	YES	Lesa Scott 931-473-2623	
Washington	YES	YES	BEFORE 3 PM	YES	Cheryl Storey 423-753-1626	
Wayne			BEFORE 3 PM	YES	Stan Horton 931-722-5544	
Weakley	NO		8:00-4:30	NO	Kim Hughey/Andrea Washburn 731-364-2285	
White			BEFORE 5 PM		Sasha Wilson 931-836-3712	
Williamson	YES		BEFORE 3 PM	YES	Jeff Whidby 615-533-1347	
Wilson	NO		8:00-4:30	NO	Tammy Knowles 615-444-0314 or 615-210-9021	

PLEASE NOTE : This attachment has been provided to inform solicitation participants of the counties that we serve within the State of Tennessee and the delivery guidelines that they have provided to TRICOR for COUNTY DECALS. Quantities vary by county however, most orders placed will include production and distribution of County Decals to all counties at one time periodically throughout the year. Delivery information provided is current as of March 2023. TRICOR has requested additional information from our customer to update this chart which will be provided to the contract awarded vendor as soon as possible. All other types of decals are shipped to the state office for distribution.

6185 Cockrill Bend Circle
Nashville, Tennessee 37209
Phone (615) 741-5705

Bill Lee
Governor

David Hart
Chief Executive Officer

Invitation to Bid (ITB)

AUTOMOBILE LICENSE PLATE
DECALS & WINDOW CLINGS
SOLICITATION # 8001035

TERMS AND CONDITIONS

Section 1 -- Background Information

1.1. **Solicitation to secure contract for Automobile License Plate Decals and Window Clings for direct shipment to customer based on specifications provided in Attachment 4 of this solicitation document.**

1.2. **Questions**. Respondents may submit written questions about this ITB to the Solicitation Coordinator. All questions must be submitted no later than Written Questions Submission Deadline provided in the Schedule of Events provided in this solicitation document In Section 3.0.

1.3. **Responses Due**. The response must be received by TRICOR on or before the date and hour designated for the response deadline in Section 3.0 of this solicitation document. Responses that are submitted untimely shall be rejected.

Section 2 -- Award Criteria

1.4. **Single Award -- Lowest Cost, Pricing for All Line Items Required**. A single contract will be awarded for all line items to the respondent whose response meets the requirements and criteria set forth in this ITB at the lowest cost. Line-item totals shall be calculated by multiplying the unit price by the line-item quantity. If a response contains more than one-line item, each line-item total shall be added together for a total price for all line items included in the response. To be considered for award, a respondent must submit pricing for all line items.

Section 3 -- Standard Terms of the Solicitation

1.5. **Respondent Registration**. Pursuant to Tenn. Code Ann. § 4-56-105 all respondents must be registered prior to the issuance of a contract or a purchase order. Respondents can register online at the State of Tennessee Supplier Portal:

https://sso.edison.tn.gov/psp/paprd/SUPPLIER/SUPP/h/?tab=PAPP_GUEST

1.6. **Respondent's Ability to Perform.** The State shall have the right to require evidence of the respondent's ability to perform the services or deliver the goods required pursuant to the terms and conditions of this ITB.

1.7. **Quality of Workmanship and Materials**. Unit price responses are requested on goods or services that equal or exceed the specifications, unless the specifications limit the dimensions, brands, or model of goods or services. The absence of detailed specifications or the omission of detailed descriptions shall mean that only the best commercial practices and only first quality goods and workmanship shall be supplied.

1.8. **Performance**. The respondent who is awarded a contract will be responsible for delivering the goods or providing the services set out in this ITB. All goods or services are subject to inspection and evaluation by the State.

1.9. **Clarifications**. The State reserves the right to conduct clarifications or negotiations with one or more respondents. All communications, clarifications, and negotiations shall be conducted in a manner that is fair and transparent.

1.10. **Response Cancellation and Rejection**. The State may cancel this ITB in its entirety and reissue it in whole or in part.

The State may reject any or all responses in its sole discretion. Additionally, the State may reject a response that: (a) qualifies the offer to provide goods or services as required by this ITB; (b) proposes alternative goods or services unless expressly requested by this ITB; (c) involves collusion, consultation, communication, or agreement among respondents; (d) includes information the respondent knew or should have known was materially incorrect; or (e) does not comply with the terms, conditions, specifications, or performance requirements of this ITB.

After the State opens the responses, no price changes shall be permitted except pursuant to target pricing or best and final offer negotiations as specified in this ITB.

Communications and Contacts. Prospective respondents must direct communications concerning this ITB to the following person designated as the Solicitation Coordinator:

Lori Brewington – Buyer/Planner
Lori.Brewington@tn.gov
Phone; 615-253-4931
TRICOR Procurement Department
6185 Cockrill Bend Circle
Nashville TN 37209

Unauthorized contact about this ITB with employees or officials of the State of Tennessee except as detailed in this ITB may result in disqualification from consideration under this procurement process. Notwithstanding the foregoing, respondents may alternatively contact:

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

The following individual designated by TRICOR 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, and associated federal regulations:

Mary E. Hall or Lori Brewington
TRICOR Procurement and Contract Department
6185 Cockrill Bend Circle
Nashville, TN 37209
Telephone: 615-741-5705
Mary.E.Hall@tn.gov
Lori.Brewington@tn.gov

1.11. Responses Submitted by Mail. If submitting a response by mail: (1) all prices must be typed or written in ink on the "Line Details" portion of this ITB; (2) any corrections, erasures, or other alterations to prices must be initialed by the respondent; and (3) the response shall be manually signed by the respondent in ink. Each individual response must be returned in a separate envelope package or container and must be properly labeled on the outside referencing the applicable event number and the response opening date. Responses should be mailed in a properly labeled sealed envelope to the following address:

TRICOR Procurement and Contract Department
6185 Cockrill Bend Circle
Nashville, TN 37209.

Failure to comply with these requirements may result in rejection of the response. Emailed bids must be complete, received prior to bid closing, and signed with the proper authorized hand written or electronic signature.

1.12. **Models Included in Response**. All goods identified in the response must be new, of current manufacturer production, and must be available as of the date of the response deadline.

1.13. **Respondent Certification**. By signing or electronically submitting the response, the respondent agrees to the terms and conditions of this ITB and certifies that all goods or services included in the response meet or exceed the Scope or Specifications of this ITB. The respondent agrees that, if it is awarded a contract, it will deliver goods or services that meet or exceed the specifications in this ITB.

1.14. **Exceptions or New Terms or Conditions**. Exceptions to terms and conditions or new terms and conditions proposed by the respondent that vary from this ITB may, at the discretion of the State, render the response nonresponsive. A response deemed nonresponsive will not be considered for an award of a contract.

1.15. **Conflict of Interest**. 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 ITB:

a. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

b. 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

c. 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.

1.16. **Specifications Govern**. Brands or model numbers identified in the specifications of this ITB are deemed to meet all written specifications. In the event of a conflict between specified brands and models and the written specifications, the conflict shall be resolved in favor of the written specifications.

1.17. **Firm Offer**. The response constitutes a firm offer that is irrevocable for 90 days. An award of a contract shall, subject to necessary State approvals, be binding on the respondent without any further action by the respondent.

1.18. **F.O.B. Destination**. Respondent's prices shall include delivery of all items F.O.B. destination or as otherwise specified by the State Solicitation Document.

1.19. **Tax Exemption**. The State is exempt from local, state, and federal excise taxes. These taxes shall not be included in respondent's prices. The successful respondent shall pay all taxes lawfully imposed on it with respect to any goods or services delivered in accordance with this ITB.

1.20. **Samples**. The State may request samples of the products listed below for evaluation and testing:

Samples provided shall be identical to the products identified in the response. If the State requests samples, respondents must provide the samples, at no cost to the TRICOR Procurement Office prior to the solicitation deadline provided in Section 3.0 Schedule of Events. The TRICOR Procurement Office will not accept any samples unless all transportation charges have been prepaid. Samples must be clearly labeled with the item number and any alternate specifications. Sample packet must be clearly labeled as follows:

Name of Respondent:
Address:
ITB Number:
Item Number(s):
Bid Closing Date:

If requested samples are not provided or are improperly labeled, the State may consider the response non-responsive. The State will utilize or dispose of samples at its discretion. The State may retain samples from the successful respondent for the contract's term. The State assumes no liability for samples.

1.21. **Department of Revenue Registration**. 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 ITB. 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

1.22. **Prohibition of Illegal Immigrants**. Any respondent awarded a contract shall comply with Tenn. Code Ann. § 12-3-309 and submit semi-annual attestations to TRICOR.

1.23. **Inspection of Procurement File**. All respondents have the right to inspect the procurement file, prior to award, upon completion of the evaluation by the TRICOR Procurement Office. Interested respondents should contact the Solicitation Coordinator following the response opening date or once the file is open for the seven (7) day inspection period. A "Notice of Intent to Award" letter will be sent to all respondents detailing which respondent(s) has been recommended for award and the evaluated award amount(s). Upon request, a reasonable opportunity to inspect the procurement file will be provided to the respondent.

1.24. **Protest by Respondent**. Pursuant to Tenn. Code Ann. § 12-3-514, any actual respondent may protest. Please contact the TRICOR Solicitation Coordinator. If a written protest and a protest bond are not received by the end of the seven-day period to protest, then the Solicitation Coordinator will proceed with the contract award.

GOVERNOR'S OFFICE OF DIVERSITY BUSINESS ENTERPRISE

Efforts to Achieve Diversity Business Participation
The Governor's Office of Diversity Business Enterprise ("Go-DBE") is the State's central point of contact to attract and assist minority-owned, woman-owned, service-disabled veteran-owned, disabled-owned, and small business enterprises interested in competing in the State of Tennessee's procurement and contracting activities. These diversity business enterprises are defined as follows:

Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE)
Businesses that are a continuing, independent, for-profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more individuals in the minority or woman category who were impeded from normal entry into the economic mainstream because of past practices of discrimination based on race, ethnic background, or gender.

Service-Disabled Veteran Business Enterprise (SDVBE)
"Service-disabled veteran-owned business" means a service-disabled veteran-owned business located in the State of Tennessee that satisfies the criteria in Tenn. Code. Ann. § 12-3-1102(8). "Service-disabled veteran" means any person who served honorably in active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service-connected, i.e., the disability was incurred or aggravated in the line of duty in the active military, naval or air service.

Small Business Enterprise (SBE)
"Small business" means a business that is a continuing, independent, for profit business which performs a commercially useful function with residence in Tennessee and has total gross receipts of no more than ten million dollars ($10,000,000) averaged over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

"Disabled Business Enterprise (DSBE)
"Disabled Business Enterprise" means a business owned by a person with a disability that is a continuing, independent, for-profit business that performs a commercially useful function, and is at least fifty-one (51%) owned and controlled by one (1) or more persons with a disability, or, in the case of any publicly-owned business, at least fifty one percent (51%) of the stock of which is owned and controlled by one(1) or more persons with a disability and whose management and daily business operations are under the control of one (1) or more persons with a disability.

For additional program eligibility information, visit:
https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/program-eligibility.html

Instructions
As part of this Invitation to Bid, the respondent should complete Section 2.10 on the ITB.

SCOPE:

1.25. **Scope.** The Contractor shall provide all goods or services and deliverables as required, described, and detailed in the Scope or Specifications set forth in the Invitation to Bid and meet all service and delivery timelines as specified by the Invitation to Bid.

1.26. Warranty Clauses:

1.26.1. **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.

1.26.2. **Warranty for Resale of Goods.** For all goods provided under this Contract, Contractor shall pass-through to the State any manufacturers' warranties. In addition, for a period of one (1) year after any receipt of any goods under this Contract, Contractor expressly warrants that all such goods are: (a) merchantable; (b) of good quality and workmanship; (c) free from defects; (d) in conformity with the intended purpose and for the particular purpose for which they were designed; and (e) in conformity with Contractor's samples, if any.

1.27. **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 90 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.

TERM OF CONTRACT:

1.28. **Term of Contract.** This Contract shall be effective on the date of the last signature and extend for a period of 12 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. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

1.29. **Renewal Options.** This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to one (1) renewal option of forty-eight months (48) or; two (2) renewal options of twenty-four (24) months each or; four (4) renewal options of twelve (12) months each under the same terms and conditions, 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.

1.30. **Term Extension.** The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option.

PAYMENT TERMS AND CONDITIONS:

1.31. **Estimated Liability.** The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be $970,000.00 (“Estimated Liability”). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

1.32. **Price Changes.** Prices identified in the Contract, whether derived from an awarded published catalog, price list, price schedule, or other mutually agreed upon source, shall remain firm for Three Hundred Sixty-Five (365) days ("Firm Price Period").

a) Price Decreases. After the Firm Price Period, prices shall be equitably adjusted to reflect a decrease in Contractor's costs.

b) Price Increases. After the Firm Price Period, Contractor may request price increases. The request shall: include independently verifiable documentation that supports Contractor's request for a price increase; not constitute an increase in Contractor profit; and reflect a price increase that is applicable to all of Contractor's customers.
All price increase requests must allow a minimum of Thirty (30) calendar days’ notice prior to the effective date of price increase. This period does not automatically authorize the increase, instead allows TRICOR to properly review increase requests and prepare contract amendments upon approval.
Requested increases are required to include signed documentation from the manufacturer of the raw materials used to produce Vendor product on their letterhead showing that the costs legitimately

increased for justifiable reasons such as a shortage in the raw goods or materials, reduction in facilities manufacturing the products, an increasing lack of competition in the marketplace due to mergers and acquisitions, etc. Vendor to provide Market Index(s) and Commodities used to establish pricing, to be referenced in any price adjustments for contract amendments with submission – Refer to section 1.8 of solicitation document.

c) Approval of Price Changes. The State may at its sole option: (1) grant the Contractor's request; (2) cancel the Contract and award it to the next apparent best evaluated Respondent; (3) cancel the Contract and reissue the solicitation; or (4) deny the Contractor's request. If approved, any price changes shall require a Contract amendment. The Contractor shall honor all purchase orders dated prior to the officially signed Contract Amendment reflecting the approved price change. Upon request from the State, the Contractor shall furnish the approved catalog, price schedule or price list as applicable to the State at no charge. All amendment pricing must be in effect for a minimum of Ninety (90) calendar days prior to any additional contract price increase requests.

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

1.34. **Invoice Requirements.** The Contractor shall invoice the State only for goods delivered and accepted by TRICOR or services satisfactorily provided at the amounts stipulated in this Contract. Contractor shall submit invoices and necessary supporting documentation to TRICOR no later than thirty (30) days after goods or services have been provided.

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

1. Invoice number (assigned by the Contractor);
2. Invoice date;
3. Contract number (assigned by TRICOR);
4. Purchase order number (assigned by TRICOR);
5. Customer account name: TRICOR;
6. Customer account number (assigned by the Contractor to the above-referenced Customer);
7. Contractor name;
8. Contractor Tennessee Edison supplier ID number;
9. Contractor contact for invoice questions (name, phone, or email);
10. Contractor remittance address;
11. Description of delivered goods or services provided and invoiced, including identifying information as applicable;
12. Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
13. Applicable payment methodology of each good or service invoiced;
14. Amount due for each compensable unit of good or service; and
15. 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 this Contract and in accordance with payment terms and conditions set forth in this Contract.
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 a line item for 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.

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

1.35. **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.

1.36. **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 this Contract, to not constitute proper compensation for goods delivered or services provided.

1.37. **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, any amounts that are or shall become due and payable to the State by the Contractor.

1.38. **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 TRICOR 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.

MANDATORY TERMS AND CONDITIONS:

1.39. **Substitute Items Offered by the Contractor.** In the event that an awarded item is no longer being manufactured or is replaced by a functionally equivalent item with superior technological features to the item being replaced, Contractor may offer a substitute item ("Substitute"). The Substitute shall: (a) meet or exceed the functional, technical, and performance characteristics of the item being replaced; (b) not exceed the cost of the item being replaced by more than ten percent (10%); and (c) be available for order on the date Contractor requests to make the substitution. Contractor shall not make any substitutions for awarded items without the States' prior, written approval. Contractor shall submit any proposed substitutions to the TRICOR Procurement Office and include sufficient information to show that criteria (a) -- (c) above are met. The TRICOR Procurement Office may request sample Substitutes for inspection or testing.

1.40. **Minimum Order.** The minimum order under this Contract is to be provided by bidder on Attachment Three.

1.41. **Purchase Order Release.** Agency submission of a purchase order to Contractor authorizes Contractor to deliver goods or provide services.

1.42. **Delivery.** Contractor shall provide all goods or services as required and described in this Contract and shall meet all service and delivery timelines specified in this Contract. All quotations shall be F.O.B. destination.

1.43. **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. Based the specifics of this Contract, this will include approvals by the TRICOR Chief Finance Officer and Chief Executive Officer.

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

The Contractor:

Contractor
Contractor's Contact Name & Title
Address
Email Address
Telephone Number

State of Tennessee:

Mary E. Hall, Contract Administrator
Mary.E.Hall@TN.Gov
Lori. Brewington – Buyer/Planner
Lori.Brewington@TN.Gov
1685 Cockrill Bend Circle
Nashville, TN 37209

1.45. **Modification and Amendment.** This Contract may be modified only by a written amendment signed by all parties and approved by all applicable State officials.

1.46. **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.

1.47. **Termination for Convenience.** The State may terminate this Contract for convenience without cause for any reason. The State's election to terminate this Contract for convenience shall be effective upon the date specified and shall not be deemed a breach of contract by the State. 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 good or service that has not been provided, nor shall the Contractor be relieved of any liability to the State for any damages or claims arising under this Contract.

1.48. **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.

1.49. **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.

1.50. **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.

1.51. **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.

1.52. **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, semi-annually during the Term. If the Contractor is a party to more than one contract with TRICOR, the Contractor may submit one attestation that applies to all contracts with TRICOR. All Contractor attestations shall be maintained by the Contractor and made available to the State 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.

1.53. **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, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

1.54. **Monitoring.** The Contractor's activities conducted, and records maintained, pursuant to this Contract, shall be subject to monitoring and evaluation by the State, or their duly appointed representatives.

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

1.56. **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.

1.57. **Independent Contractor.** The parties shall not act as employees, partners, joint ventures, 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.

1.58. **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 for any costs to the State arising from contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

1.59. **Limitation of the 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, money, 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. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.

1.60. **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 Estimated Liability amount and as may be amended. Except as set forth below, in no event will the Contractor be liable to the State or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, 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. 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.

1.61. **Hold Harmless.** The Contractor agrees to indemnify and hold harmless the State 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 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.

1.62. **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.

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.

1.63. **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.

1.64. **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.

1.65. **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 or disqualified.

1.66. **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 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.

1.67. **State and Federal Compliance.** The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.

1.68. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. 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 -- 407.

1.69. **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.

1.70. **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.

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

1.72. **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. 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.

1.73. **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);

c) any clarifications of or addenda to the Contractor's response seeking this Contract;

d) the Invitation to Bid, as may be amended, requesting responses in competition for this Contract;

e) any technical specifications provided to respondents during the procurement process to award this Contract; and,

f) the Contractor's response seeking this Contract.

1.74. **Iran Divestment Act.** The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, 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.

1.75. Insurance Requirements:

1.75.1. **Insurance.** Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, TRICOR must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number or federal employer identification number and list TRICOR; 6185 Cockrill Bend Circle; Nashville, TN 37209 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.

All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

The Contractor agrees to name TRICOR as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars ($50,000) must be approved by the State. 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.

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.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on

the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

1.75.2. **Workers' Compensation and Employer Liability Insurance.**

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

b) Workers' compensation and employer liability insurance in the amounts required by appropriate state statutes; or

c) 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.

d) 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:

1. The Contractor employees fewer than five (5) employees;

2. The Contractor is a sole proprietor;

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

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

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

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

1.76. **Commercial General Liability Insurance.**

a) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

b) The Contractor shall maintain bodily injury/property damage with a combined single-limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars ($2,000,000).

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

1.78. **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.

SPECIAL TERMS AND CONDITIONS:

1.79. **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.

1.80. **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.

1.81. **Prohibited Advertising or Marketing.** The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by TRICOR or the State of Tennessee. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

1.82. **Intellectual Property Indemnity.** The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State of Tennessee for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

1.83. **Extraneous Terms and Conditions.** Contractor shall fill all orders submitted by TRICOR under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid, and unenforceable against TRICOR. Any refusal by Contractor to supply any goods or services under this Contract

conditioned on TRICOR submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.

1.84. **Printing Authorization.** The Contractor agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, et. seq., shall be printed pursuant to this Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann.§ 12-7-103(d).

1.85. **Ownership of Goods.** The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.

1.86. **Prison Rape Elimination Act (PREA).** The Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State of Tennessee policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.

1.87. **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.

1.88. **Unencumbered Personnel.** The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.

1.89. **Survival.** The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.

1.90. **Liens, Encumbrances and Title.** The Contractor owns and has good and marketable title to, and legal ownership of the goods, free and clear of any and all liens, security interests, pledges, mortgages, charges, limitations, claims, restrictions, rights of first refusal, rights of first offer, rights of first negotiation or other encumbrances of any kind or nature (collectively, "Encumbrances"). Upon delivery, without exception, The State will acquire from the Contractor legal and beneficial ownership of, good and marketable title to, and all rights to the goods to be sold to the State by the Contractor, free and clear of all Encumbrances. The Contractor shall, within ten (10) days after delivery deliver to the State if required by applicable law to establish or show evidence of ownership, any and all documents or certificates required to establish or show evidence of the State's ownership in the goods.

ACKNOWLEDGEMENT

I _____, have read, understand, and agree to the Terms and
(PRINTED NAME)
Conditions provided in Solicitation #8001035 in its entirety.

Signature _____ Date _____

PLEASE NOTE: This document must be completed, signed, and returned in its entirety.