



STATE OF TENNESSEE
TRANSPORTATION

**REQUEST FOR QUALIFICATION # 40100-50911
AMENDMENT # 2
FOR GOODS OR COMPREHENSIVE ON CALL
CONSULTING**

DATE: FEBRUARY 10, 2025

RFQ # 40100-50911 IS AMENDED AS FOLLOWS:

1. This RFQ Schedule of Events updates and confirms scheduled RFQ dates. Any event, time, or date containing revised or new text is highlighted.

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
1.	RFQ Issued		12/16/2024
2.	Disability Accommodation Request Deadline	2:00 p.m.	12/19/2024
3.	Pre-Response Conference	10:00 a.m.	1/3/2025
4.	Notice of Intent to Respond Deadline	2:00 p.m.	1/7/2025
5.	Written "Questions & Comments" Deadline	2:00 p.m.	1/13/2025
6.	State response to written "Questions & Comments"		2/10/2025
7.	RFQ Response Deadline	2:00 p.m.	2/25/2025
8.	RFQ Cost Proposal Opened (ONLY for the apparent successful Respondents)	2:00 p.m.	3/14/2025
9.	Cost Negotiations (Optional)		3/17/2025- 3/21/2025
10.	State Notice of Qualified Respondents and Rankings Released and RFQ Files Opened for Public Inspection		3/26/2025
11.	End of Open File Period		4/2/2025

2. State responses to questions and comments in the table below amend and clarify this RFQ.

Any restatement of RFQ text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFQ document.

RFQ SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
General	N/A	1. Would TDOT consider removing the requirement for original/printed documents and accept the proposal by electronic or digital media submission?	The State respectfully declines this request.

RFQ SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
RFQ Section 3.1.4.3	Pg. 4	2. Section 3.1.4.3 states that "The proposed cost shall incorporate ALL costs for services under the contract for the total contract period". Please clarify whether this means that hourly rates included in Attachment D, Cost Proposal should be inclusive of Direct Expenses.	The hourly rates provided in Attachment D, Cost Proposal are to be considered 'Not To Exceed' rates. All costs pertaining to this solicitation should be represented in the Respondent's cost proposal. Direct Costs including travel expenses, venue leasing, materials, and supplies will be accounted for on the SOW attachment (Attachment 4) and be reimbursed in accordance with Pro Forma Contract Section C.3.b. Should other costs not recognized in this solicitation be necessary, the Agency will utilize the procurement methods available to make those purchases.
RFQ Attachment D, Cost Proposal (not-to-exceed rates)	Pg. 38	3. May we add, remove, or amend the Service Descriptions in Attachment D to more accurately reflect our services and staff levels or must we submit rates for the Service Descriptions exactly as they appear in Attachment D?	No; Respondents shall not alter any attachments being submitted in response to this RFQ. Hourly rates are to be submitted for the Service Descriptions exactly as they appear in Attachment D.
General	N/A	4. Is there any DBE goal for this contract?	No, there are no specific goals..
RFQ Attachment B, Technical Response & Evaluation Guide, Section B – General Qualifications & Experience Items	Pg. 18	5. Section B.13 requests that we "Provide a personnel roster listing the names of key people who the Respondent will assign to perform tasks required by this RFQ along with the estimated number of hours that each individual will devote to the required tasks." a. Please clarify how we should estimate hours when there is not a clearly defined Scope of Work at this point in the procurement process.	Item B.13 should be answered using hour estimates for the personnel assigned to perform tasks under this RFQ. The hour estimates allow the State to better gauge respondents' capabilities. The State is mindful that these are estimates.
RFQ Attachment B, Technical Response & Evaluation Guide, Section B – General Qualifications & Experience Items	Pg. 18	6. Section B.13 requests that we "Provide a personnel roster listing the names of key people who the Respondent will assign to perform tasks required by this RFQ...[and] Follow the personnel roster with a resume for each of the people listed." a. May we place the resumes in an Appendix to our Statement of Qualifications?	Yes.
RFQ Attachment C, Technical Response & Evaluation Guide, Section C – Technical Qualifications,	Pg. 24	7. For Section C Category 2 Active Transportation/Travel Demand Management please clarify why these topics are combined in a single category, as the skills required for Active Transportation Planning ('collection and Data Analysis of active transportation	Active transportation and Travel Demand Management (TDM) are closely related and can complement each other in creating more sustainable and efficient transportation systems. TDM strategies often include measures to encourage walking, cycling, and other forms of active transportation. By improving infrastructure like bike lanes and pedestrian pathways, and providing incentives

RFQ SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
Experience & Approach Items		counts') differ greatly from the skills required for 'development and enhancement of Travel Demand Models'.	for active travel, TDM can reduce reliance on motor vehicles and alleviate traffic congestion. Active transportation can help spread out travel demand by providing alternatives to car travel during peak hours. Active transportation encourages physical activity, while TDM strategies like reducing car trips and promoting public transit can improve air quality and decrease pollution-related health issues. Integrating active transportation into TDM strategies supports the development of more sustainable and livable cities. Together, active transportation and TDM work hand-in-hand to create healthier, more efficient, and sustainable transportation systems.
General Question	N/A	8. Is it too late to submit our intent to propose?	No.
General Question	N/A	9. Can we prime one category and sub on other categories? Section 3.4 of the RFQ indicates that we cannot, but we wanted to be sure.	No.
General Question	N/A	10. If we do not have staff for a particular labor category, should we leave the rate sheet blank for that category?	Job tasks per category are unknown at this time. Respondents shall provide cost for all job titles listed on the cost proposal; however, in the event a job title isn't relevant for a specific job task, the contractor shall not bill the state for those services. Please see Item #3 for RFQ 40100-50911 Release #2; specifically, please see RFQ Attachment D, Cost Proposal (not-to-exceed rates), RFQ Attachment H, Pro Forma Contract Section C.3, Payment Methodology, and RFQ Attachment RFQ Release #2, page 49 for additional information regarding job titles and descriptions.
General Question	N/A	11. Would you consider extending the response deadline to February 20th or 21st to allow additional time for the physical submission shipping process?	At this time, the response deadline will remain as indicated in the Schedule of Events; however, please continue to monitor the Central Procurement Office website for amendments posted in the event that the Schedule of Events is changed.
RFQ Section 3.3.2	Pg. 5	12. RFQ page 5: 3.3.2. RFQ States: A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below: 3.3.1.1. One (1) original Technical Response paper document labeled: "RFQ # 10100-50911 Technical Response Original" and five (5) digital copies of the Technical Response each in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled: "RFQ # 40100-50911 Technical Response Copy" The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response document and any digital copies may result in the State rejecting the proposal as non-	The State respectfully declines this request.

RFQ SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		responsive. Q: In lieu of providing a printed hard copy and physical flash drives, would TDOT consider accepting e-mail PDF submissions?	
RFQ Attachment B, Technical Response & Evaluation Guide, Section B – General Qualifications & Experience Items	Pg. 19	13. RFQ Page 19 states: B.13 Provide a personnel roster listing the names of key people who the Respondent will assign to perform tasks required by this RFQ along with the estimated number of hours that each individual will devote to the required task. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history. Q: How would you suggest we determine the estimated number of hours for each individual will devote to the required task? We don't have a specific project awarded at this time. Should we simply say TBD?	Item B.13 should be answered using hour estimates for the personnel assigned to perform tasks under this RFQ. The hour estimates allow the State to better gauge respondents' capabilities. The State is mindful that these are estimates.
RFQ Section 5.6	Pg. 12	14. Section 5.6 Contract Award: Section 5.6 Contract Award states that if 3 current work orders have been issued to one respondent then that respondent will not be eligible to receive another work order until 1 of the three work orders is complete. However, section A Scope - A.3 indicates that if the State has already issued one (1) current work order to a Contractor, that Contractor will not be eligible to receive another work order until such work has been deemed fully complete by the State. Can the State please clarify the number of active work orders which can be issued to a single contractor?	The awarded contractor(s) are able to have one (1) work orders outstanding at any given time. The contractor(s) will not be eligible to receive another work order until TDOT has deemed a work order complete. Please see Amendment Item #3 for RFQ 40100-50911 Release #2 resolving the A.3 discrepancy.
RFQ Attachment H, Pro Forma Contract, Section E.11	Pg. 72 - 75	15. Section E.11 Information Technology Security Requirements: In section E.11 the State has included security requirements related to SOC 2 Reporting, Penetration Testing, and Annual Vulnerability Reporting, however, many of the outlined security requirements may not be applicable for individual categories based on the requested tasks (example – preparing a grant application). Can the State please clarify the process for identifying applicable security requirements? Will the State identify required security requirements when individual work orders are issued?	Due to the nature of this contract, the State does not know when or if a certain Category or SOW would require the data security language; therefor, all contracts will remain uniform with the full data security language provision required.
RFQ Attachment H, Pro Forma Contract, Section E.9	Pg. 72	16. Section E.9 State Ownership of Deliverables: In section E.9 the State indicates that they shall have full ownership, right, title, and interest for all deliverables which include software, applications, models, work product, and any other deliverable developed by the Contractor. Please confirm that the State will include language in the Contract to clarify that all pre-existing intellectual property (IP) owned by the Contractor	The State respectfully declines to include the proposed language as written. The State can confirm that all pre-existing IP of the Contractor prior to the performances of the services under this contract shall remain the sole property of the Contractor provided that the Contractor grants the State a worldwide, nonexclusive, royalty-free, perpetual, irrevocable license (with the right to sublicense and the right of sublicensees to sublicense

RFQ SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		<p>prior to or independently of the performance of the Services, or created as a tool for use in performing the Services, plus any modifications or enhancements thereto and derivative works based thereon shall remain the sole property of the Contractor. This includes, but is not limited to, any commercially available software and other proprietary materials that were not developed using the Client's funds or resources.</p> <p>Furthermore, while the Contractor will retain all rights, title, and interest in and to its pre-existing IP, we will grant the State a worldwide, nonexclusive, royalty-free, perpetual, irrevocable license (with the right to sublicense and the right of sublicensees to sublicense further) to use the pre-existing IP as necessary for the Client's use of the solution provided under this contract.</p>	<p>further) to use the pre-existing IP as necessary for the Client's use of the solution.</p> <p>All deliverables created as a result of this contract will be the sole property of the State of Tennessee.</p> <p>Please see Amendment Item #3 for RFQ Release #2 for new A.12.</p>
RFQ Attachment H, Pro Forma Contract, Section D.32	Pg. 65 - 69	<p>17. Section D.32 Insurance: In the interest of disclosure for section D.32 Insurance, our Cyber Liability insurance coverage is included within our Professional Liability coverage form. This is a difference that we have always been able to resolve with CPO for all other contracts. Accordingly, can the State please confirm that the State's exception regarding Additional Insured status for Professional Liability would also extend to Cyber Liability in this case? The 5th paragraph of this section (in bold) includes stipulations regarding the insurance obligations. Is it the State's intent that these obligations also include miscellaneous coverages such as Property, Employment Practices Liability, Directors & Officers Liability, etc., even though these are not expressly stated as requirements in this section? Can the State confirm that its intent regarding the clause "Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State" is meant to apply to its status as an Additional Insured under the specified insurance policies of the Contractor?</p>	<p>Cyber liability coverage is not exempted from the additional insured requirement if it is in the form of an "add-on" or endorsement to another policy, e.g., professional liability. In that case, the contractor would need to obtain additional insured and primary & noncontributory endorsements that apply only to the cyber liability coverage part(s) of the policy, and waiver of subrogation language that applies to both the E&O and cyber liability parts. Regarding the second question, the quoted language applies to "all the insurance coverage and policy limits carried by the Contractor" in which the State is an additional insured, loss payee, or otherwise entitled to coverage by the terms of the policy.</p>
General Question	N/A	<p>18. Will the reference questionnaire from three (3) individuals be required for each of the categories that are submitted? Or will the reference questionnaire from three (3) individuals satisfy the requirement for all categories that are submitted?</p>	<p>Submission of three (3) references for completed contracts and two (2) contracts the Respondent currently services should be solicited by the Respondent. Please see attachment F for more information regarding references and how those are to be submitted to the State.</p>
RFQ Attachment H, Pro Forma Contract, Section A.8	Pg. 54 - 55	<p>19. Would you consider accepting the below changes to item A.8 of the Master Contract? <u>Warranty Representations. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be</u></p>	<p>The State respectfully declines this request.</p>

RFQ SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		<p>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 <u>Warranty Period term of this Contract and for one year after the expiration of this Contract.</u> Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." <u>failure to meet the Standard of Care.</u> If Contractor receives notice of a Defect <u>such failure</u> during the <u>Warranty Period term of this Contract and for one year after the expiration of this Contract</u>, then Contractor shall correct the Defect <u>failure</u>, at no additional charge.</p> <p>Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.</p> <p>Contractor represents and warrants that all goods or services provided under this Contract shall be <u>consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care")</u> provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.</p> <p>If Contractor fails to provide the goods or services as <u>warranted-represented</u>, then Contractor will <u>re-provide-perform</u> the goods or services at no additional charge. If Contractor is unable or unwilling to <u>re-provide-perform</u> the goods or services as <u>warranted-represented</u>, 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.</p>	
RFQ Attachment H, Pro Forma Contract, Section D.18	Pg. 62	<p>20. Under D.18. Limitation of Contractor's Liability, would you accept our suggestion that the amount be two times the fee earned under this contract?</p> <p>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)</p>	The State respectfully declines this request.

RFQ SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		times the Maximum Liability amount detailed in Section C.4. fee earned under this Contract, and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.	
RFQ Attachment H, Pro Forma Contract, Section D.19	Pg. 62 - 63	21. Under D.19. Hold Harmless, would you accept our below suggestion? Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or <u>as a</u> result to any person, firm, corporation, or other entity which may be injured or damaged as a result of to the extent caused by the negligent acts, omissions, or negligence errors on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to <u>Contractor's performance of</u> this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.	The State respectfully declines this request.
RFQ Attachment H, Pro Forma Contract, Section D.32	Pg. 65 - 69	22. On page 67 of the Master Contract, would you accept our below suggestion? The insurance obligations under this Contract shall be: (1) all the insurance coverage and policy limits carried by the Contractor; or (2) the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.	The State respectfully declines this request. Any applicable insurance proceeds in excess of the specified minimum limits should be available to the State.
RFQ Attachment	Pg. 65 - 69	23. Under Cyber Security on page 68, would you accept our below suggestion?	The request is accepted as to the reduced aggregate limit but rejected as to the "not less than" language. Please see Amendment Item

RFQ SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
H, Pro Forma Contract, Section D.32		<p>Cyber Insurance: 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than <u>of</u> five million dollars (\$5,000,000) per occurrence or claim and ten <u>five</u> million dollars (\$40<u>5</u>,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, including coverage for related regulatory fines, defenses, and penalties.</p> <p>2) Such coverage shall include data breach response expenses, in an amount not less than <u>of</u> five million dollars (\$5,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.</p>	#3 for RFQ 40100-50911 Release #2 for the revised D.32.e. provision.
General Question	N/A	24. Page 2. Work orders will be issued from this RFQ for a five (5) year period. Four years or five years?	Please see Amendment Item #3 for RFQ 40100-50911 Release 2.
RFQ Section 3.3, Response Format	Pg. 5 - 6	25. Page 5: five (5) digital copies of the Technical Response each in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive. Does this mean submit five USB flash drives?	If the Respondent is using USB flash drives to fulfill this requirement, yes.
General Question	N/A	26. If submitting for multiple categories, should the submittal include section A, section B, and multiple Section C responses packaged as a single document?	A Respondent's proposal should address Attachment A, Attachment B, and each Attachment C category the Respondent is submitting a proposal for. The Respondent's full technical proposal can all be submitted in one packet.
General Question	N/A	27. Will a single Evaluation Team score all categories, or will different teams score different categories?	A single Evaluation Team will score all categories.

3. **Delete RFQ # 40100-50911, in its entirety, and replace it with RFQ # 40100-50911, Release # 2, attached to this amendment.** Revisions of the original RFQ document are emphasized within the new release. **Any sentence or paragraph containing revised or new text is highlighted.**
4. **RFQ Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFQ not expressly amended herein shall remain in full force and effect.



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

**REQUEST FOR QUALIFICATIONS
FOR
COMPREHENSIVE PLANNING ON-CALL CONSULTANT**

RFQ # 40100-50911 Release # 2

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2. RFQ Schedule of Events
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- B. Technical Response & Evaluation Guide – General Qualifications & Experience Items
- C. Technical Response & Evaluation Guide – Technical Qualifications, Experience & Approach Items
- D. Cost Proposal
- E. Statement of Certifications & Assurances
- F. Reference Questionnaire
- G. Scoring Matrix
- H. *Pro Forma* Master Contract

1. INTRODUCTION

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

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

1.1. Statement of Procurement Purpose

The State, Department of Transportation (“TDOT”) Long Range Planning Division, intends to procure planning and/or professional consultants or consultant firms, to perform transportation planning studies and related analyses. Such work will include evaluation of long range and short term transportation needs due to development in the various areas within the State on behalf of the State or local governmental entities or organizations, as requested by the State. Respondents should have the capability and capacity to perform a wide range of transportation planning and conceptual design tasks.

The State intends to qualify Respondents based on the responses to the RFQ to award Master Contracts to qualified Respondents and then use its Delegated Authority process to issue Work Orders during the delegation period.

Qualified Respondents will be ranked by Category, based on the RFQ evaluation score. The highest ranked Respondent per category will be offered work orders as they become available. If a Respondent is not available to perform the work, the work order will be offered to the next ranked Respondent. At no time will a Respondent be able to receive more than **one (1)** work orders at a time across all categories. The awarded Respondent(s) from the RFQ will enter into a Master Contract. TDOT will issue a Statement of Work “SOW” to the Respondent. Once finalized, Work Order(s) will be executed. Work orders will be issued from this RFQ for a five (5) year period.

The maximum liability of the State’s Delegated Authority is **Ten** Million Dollars (\$**10**,000,000.00).

1.2. Pre-Response Conference

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

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 236 575 281 166

Passcode: 96ox3TJ7

Dial in by phone

[+1 629-209-4396](tel:+16292094396), [359318634](tel:+1359318634)# United States, Triune

[Find a local number](#)

Phone conference ID: 359 318 634#

Join on a video conferencing device

Tenant key: stateoftn@m.webex.com

Video ID: 114 884 259 4

[More info](#)

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

1.3. Notice of Intent to Respond

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

2. RFQ SCHEDULE OF EVENTS

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

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
1.	RFQ Issued		12/16/2024
2.	Disability Accommodation Request Deadline	2:00 p.m.	12/19/2024
3.	Pre-Response Conference	10:00 a.m.	1/3/2025
4.	Notice of Intent to Respond Deadline	2:00 p.m.	1/7/2025
5.	Written "Questions & Comments" Deadline	2:00 p.m.	1/13/2025
6.	State response to written "Questions & Comments"		2/3/2025
7.	RFQ Response Deadline	2:00 p.m.	2/18/2025
8.	RFQ Cost Proposal Opened (ONLY for the apparent successful Respondents)	2:00 p.m.	2/25/2025
9.	Cost Negotiations (Optional)		2/27/2025 – 3/4/2025
10.	State Notice of Qualified Respondents and Rankings Released and RFQ Files Opened for Public Inspection		3/10/2025
11.	End of Open File Period		3/17/2025

3. RESPONSE REQUIREMENTS

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

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

3.2. **Response Delivery Location**

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

Josh Polk
 Central Procurement Office
 Tennessee Tower, 3rd Floor
 312 Rosa L. Parks Ave, Nashville, TN 37243
 p. 615-741-8852

Joshua.Polk@tn.gov

3.3. Response Format

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

3.3.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.

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

“RFQ # 40100-50911 TECHNICAL RESPONSE ORIGINAL”

and five (5) digital copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

“RFQ # 40100-50911 TECHNICAL RESPONSE COPY”

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

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

“RFQ # 40100-50911 COST PROPOSAL ORIGINAL”

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

“RFQ # 40100-50911 COST PROPOSAL COPY”

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

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

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

“DO NOT OPEN... RFQ # 40100-50911 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”

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

“DO NOT OPEN... RFQ # 40100-50911 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

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

package is clearly labeled:

“RFQ # 40100-50911 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

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

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

3.5. Response Errors & Revisions

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

3.6. Response Withdrawal

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

3.7. Response Preparation Costs

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

4. GENERAL INFORMATION & REQUIREMENTS

4.1. Communications

- 4.1.1. Respondents shall reference RFQ #40100-50911 in all communications relating to this solicitation, and direct any such communications to the following person designated as the Solicitation Coordinator:

Josh Polk
 Central Procurement Office
 Tennessee Tower, 3rd Floor
 312 Rosa L. Parks Ave, Nashville, TN 37243
 p. 615-741-8852
 Joshua.Polk@tn.gov

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

- 4.1.2. Potential respondents with a handicap or disability may receive accommodation relating to the communication of this RFQ and participating in the RFQ process. Potential respondents may contact the RFQ Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in RFQ § 2, Schedule of Events.
- 4.1.3. **Unauthorized contact about this RFQ with other employees or officials of the State of Tennessee may result in disqualification from contract award consideration.**
- 4.1.4. Notwithstanding the foregoing, potential Respondents may also contact the following as appropriate:
- 4.1.4.1. Staff of the Governor's Office of Diversity Business Enterprise may be contacted for assistance with respect to available minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities and small business enterprises as well as general public information relating to this request; or
- 4.1.4.2. The following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:
- Helen Crowley
 Department of General Services
 Central Procurement Office
 William R. Snodgrass TN Tower – 3rd Floor
 Nashville, TN 37243
 Helen.Crowley@tn.gov
 (615) 741-3836

4.2. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a contract pursuant to this solicitation or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion (subject to Tenn. Code Ann. §§ 4-21-401 and 405), sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this solicitation shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

4.3. **Conflict of Interest**

4.3.1. The State may not consider a proposal from an individual who is, or within the past six (6) months has been, a State employee. For these purposes,

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

4.3.1.2. A contract with or a proposal from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and

4.3.1.3. A contract with or a proposal from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

4.3.2. This RFQ is also subject to Tenn. Code Ann. § 12-4-101—105.

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

4.4.1. Each potential respondent must carefully review this RFQ, including but not limited to, attachments, the RFQ Attachment H, *pro forma* Contract, and any amendments for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called “questions and comments”).

4.4.2. Any potential respondent having questions and comments concerning this RFQ must provide such in writing to the State no later than the written “Questions & Comments Deadline” detailed in RFQ § 2, Schedule of Events.

4.4.3. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the written “Questions & Comments Deadline.”

4.5. **Disclosure of Response Contents**

4.5.1. All materials submitted to the State in response to this solicitation become property of the State of Tennessee. Respondents are cautioned not to provide any materials in response to this RFP that are trade secrets, as defined under Tenn. Code Ann. § 47-25-1702 and applicable law. By submitting a response to this RFP, the respondent acknowledges and agrees that the State shall have no liability whatsoever for disclosure of a trade secret under the Uniform Trade Secrets Act, as provided at Tenn. Code Ann. § 47-25-1701-1709, or under any other applicable law. Selection for award does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full contents and associated documents submitted in response to this request will become open to public inspection in accordance with the laws of the State of Tennessee. Refer to RFQ § 2, Schedule of Events.

4.5.2. The RFQ responses will be available for public inspection only after the completion of evaluation of the RFQ or any resulting solicitation which this RFQ becomes a part of, whichever is later.

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

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

- 4.6.2. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Respondent to submit evidence of proper licensure.
- 4.6.3. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must provide a valid, Certificate of Insurance indicating current insurance coverage meeting minimum requirements as may be specified by the RFQ.
- 4.6.4. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following:
https://tntap.tn.gov/eservices/_/#1

4.7. RFQ Amendments & Cancellation

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

4.8. State Right of Rejection

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

4.9. Assignment & Subcontracting

- 4.9.1. The vendor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFQ without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.
 - 4.9.2. If a Respondent intends to use subcontractors, the response to this RFQ must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFQ Attachment B, Item B.14.).
 - 4.9.3. Subcontractors identified within a response to this RFQ will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.
 - 4.9.4. The Contractor resulting from this RFQ may only substitute another subcontractor for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.
 - 4.9.5. Notwithstanding any State approval relating to subcontracts, the Contractor resulting from this RFQ will be the prime contractor and will be responsible for all work under the Contract.
- 4.10. **Next Ranked Respondent**
- The State reserves the right to initiate negotiations with the next ranked respondent should the State cease doing business with any respondent selected via this RFQ process.

5. PROCUREMENT PROCESS & CONTRACT AWARD

- 5.1. The complete vendor selection will be a two-part process: (1) Qualification of Technical Responses; and (2) Review of Cost Proposals only. Cost Proposals will be gathered but not evaluated.

- 5.2. Qualification of Technical Responses: Technical Responses will be short-listed for further evaluation, analysis or negotiation if they are apparently responsive, responsible, and within the competitive range ("Competitive Range"). A Technical Response will be deemed within the Competitive Range based on the following criterion:

All Responses deemed qualifying for each category after the Technical Response score is totaled will be put in ordinal ranking (1 - the best-evaluated ranking). This RFQ will qualify and ordinally rank Respondents to award up to three (3) Master Contracts per Category.

For each category, the total evaluation score will determine the order rank to receive Work Orders. If the first Respondent isn't available, then Work Order will go to the next ranked Respondent, and so on.

Phase I: The State will evaluate the Mandatory Requirements set forth in RFQ Attachment A on a pass/fail basis.

Phase II: Following the Phase I evaluation, the State will apply a standard equitable evaluation model, which will represent a qualitative assessment of each response. Each response will be scored by Evaluation Team members according to the Technical Response & Evaluation Guides (See RFQ Attachments B & C).

The Solicitation Coordinator will total the average score from the evaluation team for each responsive and responsible Respondent's Technical Response Points for RFQ Attachments B , C to determine which of the Respondents are considered Qualified and within the Competitive Range.

PHASE III: The State will award Master Contracts. When work comes available, the State will follow the Statement of Work "SOW" process under its Delegated Authority to issue and execute Work Orders.

- 5.3. Cost Proposals: Respondents must submit a cost proposal with not-to-exceed rates. The cost proposal will not be scored; but responses without cost proposals may be deemed non-responsive. The cost proposal will be incorporated into contracts awarded per work order to set not-to-exceed rates qualified through this RFQ.

- 5.4. Clarifications and Negotiations: The State reserves the right to award a contract on the basis of initial responses received; therefore, each response should contain the respondent's best terms from a technical and cost standpoint. However, the State reserves the right to conduct clarifications or negotiations with respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

- 5.4.1. Clarifications: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification round(s). Each clarification sought by the State may be unique to an individual respondent.

- 5.4.2. Negotiations: The State may elect to negotiate with Qualified Respondents, within the competitive range, by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds.

5.4.2.1. Cost Negotiations: All responsive respondents within the competitive range will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual respondent pricing. During target price negotiations, respondents are not obligated to meet or beat target prices, but will not be allowed to increase prices.

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

5.5. Evaluation Guide

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

Evaluation Category	Maximum Points Possible
Mandatory Requirements (refer to RFQ Attachment A)	Pass/Fail
General Qualifications, Experience, Technical Qualifications, Experience & Approach (refer to RFQ Attachment B)	20
Technical Qualifications, Experience & Approach (refer to RFQ Attachment C)	80 per each consultant category
Consultant Categories: 1. Section C Category 1: Statewide, Regional, & Community Planning 2. Section C Category 2: Active Transportation/Travel Demand Management 3. Section C Category 3: Corridor Study/Complete Street 4. Section C Category 4: Carbon Management 5. Section C Category 5: Needs Assessment 6. Section C Category 6: Multidisciplinary 1 Intelligent Transportation Systems (ITS), Transportation Systems Management And Operations (TSMO) 7. Section C Category 7: Multidisciplinary 2 (Freight, Multimodal, Environmental) 8. Section C Category 8: Grant Applications	

5.6. Contract Award

Multi-Award Process

Respondents shall be given a rank order for preference of work orders issued by the consultant categories RFQ Attachment G Award Category Matrix. This RFQ will qualify and rank Respondents to award up to three (3) Master Contracts per Category. When work comes available, the State will follow the Statement of Work "SOW" process under its Delegated Authority to issue and execute Work Orders.

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

1. Section C Category 1: Statewide, Regional, & Community Planning
2. Section C Category 2: Active Transportation/Travel Demand Management
3. Section C Category 3: Corridor Study/Complete Street
4. Section C Category 4: Carbon Management
5. Section C Category 5: Needs Assessment
6. Section C Category 6: Multidisciplinary 1 Intelligent Transportation Systems (ITS), Transportation Systems Management And Operations (TSMO)
7. Section C Category 7: Multidisciplinary 2 (Freight, Multimodal, Environmental)
8. Section C: Grant Applications

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

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

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

- 5.6.1. The Solicitation Coordinator, will determine the apparent best-evaluated response using the scoring provided by the Proposal Evaluation Team. (To effect a contract award to a Respondent other than the one receiving the highest evaluation score, the Solicitation Coordinator must provide written justification and obtain written approval of the Chief Procurement Officer and the Comptroller of the Treasury.)
- 5.6.2. The State reserves the right to determine ranked Respondents without further discussion of any response.
- 5.6.3. The State will issue an Evaluation Notice and make the RFQ files available for public inspection at the time and date specified in the RFQ §2, Schedule of Events.

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

- 5.6.4. The Respondent identified as offering the apparent best-evaluated, if selected for a work order, must sign a contract drawn by the State pursuant to this RFQ. The contract shall be substantially the same as the RFQ Attachment H, *pro forma* contract. The Respondent must sign said Master Contract no later than the Respondent Contract Signature Deadline detailed in RFQ § 2, Schedule of Events. If the Respondent fails to provide the signed contract by the deadline, the State may determine the Respondent is non-responsive to this RFQ and reject the response.
- 5.6.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response

evaluation or negatively impact the competitive nature of the RFQ and contractor selection process.

- 5.6.6. If the State determines that a response is nonresponsive and rejects it, the Solicitation Coordinator will re-calculate scores to determine (or re-determine) the apparent best-evaluated response.

ATTACHMENT A**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

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

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		<p>insufficient and will <u>not</u> be considered responsive.); (2) income statement, indicating the Respondent's financial operations; or (3) balance sheet, showing the Respondent's flow of funds.</p> <p>Any documentation disclosing the amount of cash flows from operating activities should be for the Respondent's most current operating period and must indicate whether the cash flows are positive or negative. If the cash flows are negative for the most recent operating period, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.</p> <p>NOTICE: All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status <u>must</u> be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders the opinions.</p>	
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide a current credit rating from Moody's, Standard & Poor's, A.M. Best or Fitch Ratings, verified and dated within the last three (3) months and indicating a positive credit rating for the Respondent. OR , in lieu of the aforementioned credit rating, provide an official document or letter from an accredited credit bureau, dated within the last three (3) months and indicating a satisfactory credit score for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	A.6.	<p>Provide a statement of which category/categories Respondent is proposing:</p> <ol style="list-style-type: none"> 1. Section C Category 1: Statewide, Regional, & Community Planning 2. Section C Category 2: Active Transportation/Travel Demand Management 3. Section C Category 3: Corridor Study/Complete Street 4. Section C Category 4: Carbon Management 5. Section C Category 5: Needs Assessment 6. Section C Category 6: Multidisciplinary 1 Intelligent Transportation Systems (ITS), Transportation Systems Management And Operations (TSMO) 7. Section C Category 7: Multidisciplinary 2 (Freight, Multimodal, Environmental) 8. Section C Category 8: Grant Applications 	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
<i>State Use – RFQ Coordinator Signature, Printed Name & Date:</i>			

ATTACHMENT B**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	B.10.	<p>Provide a statement of whether there is any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFQ.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.</p>
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFQ (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed contract team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to provide the goods or services required by this RFQ, illustrating the lines of authority, and designating the individual responsible for the completion of each task and deliverable of the RFQ.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to perform tasks required by this RFQ along with the estimated number of hours that each individual will devote to the required tasks. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	<p>Provide a statement of whether the Respondent intends to use subcontractors to accomplish the work required by this RFQ, and if so, detail:</p> <p>(a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;</p> <p>(b) a description of the scope and portions of the work each subcontractor will perform; <u>and</u></p> <p>(c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFQ.</p>
	B.15.	<p>Provide documentation of the Respondent's commitment to diversity as represented by the following:</p> <p>(a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, businesses owned by persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable.</p> <p>(b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans,</p>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>businesses owned by persons with disabilities, and small business enterprises. Please include the following information:</p> <ul style="list-style-type: none"> (i) contract description; (ii) contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, gender, service-disabled, disability); and (iii) contractor contact name and telephone number. <p>(c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, businesses owned by persons with disabilities, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFQ. Please include the following information:</p> <ul style="list-style-type: none"> (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (<i>i.e.</i>, ethnicity, gender, service-disabled veterans, disability) of anticipated subcontractors and supply contractors. <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, businesses owned by persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five-year period. If so, provide the following information for all current and completed contracts:</p> <ul style="list-style-type: none"> (a) the name, title, telephone number and e-mail address of the State contact responsible for the contract at issue; (b) the name of the procuring State agency; (c) a brief description of the contract's specification for goods or scope of services; (d) the contract term; and (e) the contract number.
	B.17.	Provide a statement and any relevant details addressing whether the Respondent is any of the following:

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal 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;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <p>▪ has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>
SCORE (for all Section B— Qualifications & Experience Items above): (maximum possible score = 20)		
<i>State Use – Evaluator Identification:</i>		

ATTACHMENT C – STATEWIDE, REGIONAL, & COMMUNITY PLANNING (CATEGORY 1)

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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

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

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

ATTACHMENT C – ACTIVE TRANSPORTATION/TRAVEL DEMAND MANAGEMENT (CATEGORY 2)

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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

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

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

ATTACHMENT C – CORRIDOR STUDY/ COMPLETE STREET (CATEGORY 3)

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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

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

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

ATTACHMENT C – CARBON MANAGEMENT (CATEGORY 4)

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		processes, including measures to ensure accuracy, completeness, and consistency of work products, as well as the ability to address feedback and make revisions as needed.			
	C.6.	Innovativeness and Creativity: Describe the Respondent's ability to propose innovative and creative solutions to transportation planning challenges, including the ability to leverage technology, data analytics, or other emerging trends in the transportation industry.		3	
	C.7.	Value and Cost Effectiveness: Describe the Respondent's proposed fee structure, as well as the ability to deliver transportation planning services in a cost-effective manner while still meeting all relevant quality and performance standards.		3	
	C.8.	Past Performance: Describe the Respondent's past performance on similar transportation planning projects including the ability to meet project deadlines, stay within budget, and deliver high-quality work products.		3	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>			Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>		
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> Total Raw Weighted Score <hr style="width: 100%;"/> Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i> </div> <div style="text-align: center;"> X 80 <i>(maximum possible score)</i> </div> <div style="text-align: center;"> = SCORE: </div> </div>					
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

ATTACHMENT C – NEEDS ASSESSMENT (CATEGORY 5)

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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

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

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

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

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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

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

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

ATTACHMENT C – MULTIDISCIPLINARY 2 (FREIGHT, MULTIMODAL, ENVIRONMENTAL) (CATEGORY 7)**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

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

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

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

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

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

ATTACHMENT C – GRANT APPLICATIONS (CATEGORY 8)

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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

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

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

ATTACHMENT D**Cost Proposal (not-to-exceed rates)**

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

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

NOTICE: Notwithstanding the line item of costs herein, pursuant to the second paragraph of the *pro forma* contract section C.1. (refer to RFQ Attachment I), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

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

RESPONDENT SIGNATURE:					
PRINTED NAME & TITLE:					
DATE:					
Service Description	\$ Maximum Per Hour	\$ Maximum Per Hour	\$ Maximum Per Hour	\$ Maximum Per Hour	\$ Maximum Per Hour
	YEAR ONE DATES	YEAR TWO DATES	YEAR THREE DATES	YEAR FOUR DATES	YEAR FIVE DATES
Project Director/ QA-QC Advisor					
Project Manager					
Senior Planner					
Planner					
Computer Programmer / Analyst / Web Designer					

GIS Technician					
Graphics Designer / Marketing Professional					
Transportation Data Collector Supervisor					
Transportation Data Collector					
Clerical Support					
Hourly Nonprofessional Laborer					
Grant Writer					
Travel Demand Modeler					
Air Quality Modeler					
Economist					
Economic Modeler					
Logistics / Supply Chain Specialist					
Survey Specialist					
Photographer / Videographer					

IN WITNESS WHEREOF,

RESPONDENT LEGAL ENTITY NAME:

RESPONDENT SIGNATURE

DATE

PRINTED NAME AND TITLE OF RESPONDENT SIGNATORY (above)

ATTACHMENT E**STATEMENT OF CERTIFICATIONS AND ASSURANCES**

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

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

1. The Respondent will comply with all of the provisions and requirements of the RFQ.
2. The Respondent will provide all specified goods or services as required by the contract(s) awarded pursuant to this RFQ.
3. The Respondent accepts and agrees to all terms and conditions set out in the contract(s) awarded pursuant to this RFQ.
4. The Respondent acknowledges and agrees that any contract resulting from the RFQ shall incorporate, by reference, all Response responses as a part of the contract.
5. The Respondent will comply, as applicable, with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the best of the undersigned's knowledge, information or belief, the information detailed within the Response to the RFQ is accurate.
7. The Response submitted to the RFQ was independently prepared, without collusion, and under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with the request or any potential resulting contract.
9. The Response submitted in response to the RFQ shall remain valid for at least 120 days subsequent to the date of the Response opening and thereafter in accordance with any contract pursuant to the RFQ.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106." For reference purposes, the list is currently available online at:
<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>.

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

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

SIGNATURE & DATE:

PRINTED NAME & TITLE:

LEGAL ENTITY NAME:

ATTACHMENT F**REFERENCE QUESTIONNAIRE**

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

The Respondent will be responsible for obtaining completed reference questionnaires as detailed below.

Provide references from individuals who are not current State employees of the procuring State Agency for projects similar to the goods or services sought under this RFQ and which represent:

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

References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The individual contact reference provided for each contract or project shall not be a current State employee of the procuring State agency. Procuring State agencies that accept references from another State agency shall document, in writing, a plan to ensure that no contact is made between the procuring State agency and a referring State agency. The standard reference questionnaire, should be used and completed, and is provided on the next page at RFQ Attachment F.

In order to obtain and submit the completed reference questionnaires following one of the two processes below.

Written:

- (a) Add the Respondent's name to the standard reference questionnaire at RFQ Attachment F and make a copy for each reference.
- (b) Send a reference questionnaire and new, standard #10 envelope to each reference.
- (c) Instruct the reference to:
 - (i) complete the reference questionnaire;
 - (ii) sign and date the completed reference questionnaire;
 - (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;
 - (iv) sign his or her name in ink across the sealed portion of the envelope; and
 - (v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).
- (d) Do NOT open the sealed references upon receipt.
- (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.

Email:

- (a) Add the Respondent's name to the standard reference questionnaire at RFQ Attachment F and make a copy for each reference.
- (b) E-mail a reference questionnaire to each reference.
- (c) Instruct the reference to:
 - (i) complete the reference questionnaire;
 - (ii) sign and date the completed reference questionnaire;

- (iii) E-mail the reference directly to the Solicitation Coordinator by the RFQ Technical Response Deadline with the Subject line of the e-mail as “[Respondent’s Name] Reference for RFQ # 40100-50911”.

NOTES:

- The State will not accept late references or references submitted by any means other than the two which are described above, and each reference questionnaire submitted must be completed as required.
- The State will not review more than the number of required references indicated above.
- While the State will base its reference check on the contents of the reference e-mails or sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.
- The State is under no obligation to clarify any reference information.

RFQ #40100-50911 REFERENCE QUESTIONNAIRE

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

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

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

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

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

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

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

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

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

- (5) If the vendor is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.**

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

ATTACHMENT G**SCORE SUMMARY MATRIX**

(Each Category will have a separate Score Summary Matrix)

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 20)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 80)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 108)						
<i>Solicitation Coordinator Signature, Printed Name & Date:</i>						

AWARD BY CATEGORY

Consultant Category	Vendor A	Vendor B	Vendor C
1			
2			
3			
4			
5			

6			
7			
8			

ATTACHMENT H

RFQ #40100-50911 PRO FORMA CONTRACT

The *pro forma* contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFQ.

See RFQ Attachment named “RFQ Comp On Call Consultants pro forma contract”.

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

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

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

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

Contractor Edison Registration ID # **Number**

A. SCOPE:

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

a. Upon a request made in accordance with subsection A.1.b below, the Contractor agrees to perform transportation planning and research-related technical services to perform transportation planning studies and related analyses outlined below. Respondent's awarded categories from RFQ 40100-50911 are: **[TBD from RFQ award]**.

1. Statewide, Regional & Community Planning

a. The Contractor shall provide assistance related to the Long Range Transportation Plan, including:

- i. Planning Studies: The Contractor shall assist TDOT with developing and facilitating statewide, regional, and local plans that will provide additional guidance and recommendations that compliment the State's Long Range Transportation Plan.
- ii. Project Coordination: The Contractor shall coordinate with TDOT project manager/lead and/or other subject matter experts or organizations for various information/data needs as necessary.
- iii. Quality Assurance/Quality Control: The Contractor shall ensure that all materials generated have quality control and assurance reviews.

b. The Contractor shall provide assistance relative to Planning Level Cost Estimation:

- i. Develop/Validate Planning Level Cost Estimates: The Contractor shall develop and/or validate planning level cost estimates for various types of transportation improvement projects, including the following phases as needed:
 - (a) Preliminary engineering
 - (b) Right-of-way acquisition
 - (c) Construction
 - (d) Utilities
 - (e) Environmental mitigation
- ii. Planning Level Cost Estimate Development Tools:

- (a) The Contractor shall create tools for developing or validating cost planning level cost estimates.
 - (b) The Contractor shall provide training and assistance to TDOT planners with utilizing AASHTOWare cost estimating software or other available cost estimate software as directed.
 - c. Support on Statewide Policy Studies: Utilizing industry standards and national resources (e.g., TRB, FHWA, and AASHTO) as a starting point, the Contractor shall provide support to the State as directed by creating 'state of the practice' reviews, generating reports, conducting and facilitating relevant information-sharing opportunities to State planners, creating a database for tracking updates, public participation/outreach, attending meetings, and drafting meeting minutes.
- 2. Active Transportation/Travel Demand Management
 - a. The Contractor shall provide assistance and subject matter expertise relative to active transportation and travel demand management, including:
 - i. Collection and Data Analysis of active transportation counts to better assess project prioritization and infrastructure needs
 - ii. Development and enhancement of Travel Demand Models to ensure continuous improvement for reporting, visualization, application, and mapping
 - b. The Contractor shall provide support and guidance to address the latest federal and state transportation statutes and regulations.
 - c. The Contractor shall fulfill these needs through methodology development and refinement, data evaluation, planning, analysis, and reporting.
- 3. Corridor Studies/Complete Streets
 - a. The Contractor shall provide assistance and subject matter expertise relative to corridor studies and complete streets, including:
 - i. Identify transportation system needs and accessibility to support surrounding land uses to help define levels of access and mobility while also assisting with the prioritization and creation of safe, connected transportation networks.
 - b. The Contractor shall provide support and guidance to address the latest federal and state transportation statutes and regulations.
 - c. The Contractor shall fulfill these needs through methodology development and refinement, data evaluation, planning, analysis, and reporting.
- 4. Carbon Management
 - a. The Contractor shall provide assistance and subject matter expertise relative to carbon management, including:
 - i. Identifying opportunities to decarbonize the transportation network.
 - b. The Contractor shall provide support and guidance to address the latest federal and state transportation statutes and regulations.
 - c. The Contractor shall fulfill these needs through methodology development and refinement, data evaluation, planning, analysis, and reporting.
- 5. Needs Assessment

- a. The Contractor shall provide assistance and subject matter expertise relative to various transportation related needs assessments, including:
 - i. Identifying and assessing transportation system needs to address project prioritization and infrastructure needs.
 - b. The Contractor shall provide support and guidance to address the latest federal and state transportation statutes and regulations.
 - c. The Contractor shall fulfill these needs through methodology development and refinement, data evaluation, planning, analysis, and reporting.
- 6. Intelligent Transportation Systems (ITS)/Transportation Systems Management and Operations (TSMO)
 - a. The Contractor shall provide assistance and subject matter expertise relative to ITS and TSMO, including:
 - i. Identify and provide recommendations on customized and Commercial off the Shelf (COTS) software applications or management systems that provide innovative technologies to improve the efficiency, safety, and sustainability of transportation systems
 - b. The Contractor shall provide support and guidance to address the latest federal and state transportation statutes and regulations.
 - c. The Contractor shall fulfill these needs through methodology development and refinement, data evaluation, planning, analysis, and reporting.
- 7. Freight, Multimodal, and Environmental Planning
 - a. The Contractor shall provide assistance and subject matter expertise relative to freight, multimodal, and environmental transportation planning.
 - b. The Contractor shall provide support and guidance to address the latest federal and state transportation statutes and regulations.
 - c. The Contractor shall fulfill these needs through methodology development and refinement, data evaluation, planning, analysis, and reporting.
- 8. Grant Applications
 - a. The State may elect to apply for federal grants through various funding solicitations, including but not limited to INFRA, RAISE, and CRISI. The Contractor shall develop detailed application packages to meet various evaluation criteria, including but not limited to factors pertaining to safety, state of good repair, economic competitiveness, environmental protection, and quality of life. The Contractor shall prepare a completed application package sufficient for submission to the relevant Federal agency and shall provide training support, including:
 - i. Grant application with full package preparation
 - ii. Quality assurance/quality control
 - iii. Representing TDOT at project coordination and dissemination opportunities such as conferences, meetings, and events.
 - iv. Grant application-related technical services and subcomponent preparation, including benefit-cost analysis and economic analysis

- b. Contractor shall be engaged to perform work under this Master Contract (the “Work”) utilizing the “Statement of Work (“SOW”) form See Attachment 4 in accordance with the resulting “Work Order” (See Attachment 5).
 - i. The State will provide to the Contractor request for SOW with attachments describing the Work to be performed, which may include special instructions and conditions.
 - ii. The Contractor then shall submit a project proposal that identifies manpower requirements, including a project team list for State review and approval. The manpower shall be based on the job classifications in Attachment 2. Billing for qualified personnel shall not be at a higher rate than the Job Title for which the individual qualifies, not to exceed the applicable rate listed in Section C.3. Additionally, the Contractor shall not bill the State at a higher personnel rate than what is required to perform the work. For example, an Economic Modeler performing the activities of an Air Quality Modeler will be reimbursed at the Job Title rate for an Air Quality Modeler. The Contractor shall not be reimbursed for any costs prior to the execution of the Work Order.
 - iii. Upon agreement by the State and the Contractor on the Contractor’s proposal to the SOW, the State shall execute a Work Order. In the event that a Work Order must be modified, the parties shall amend in writing.

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

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

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

- a. AASHTO means the American Association of State Highway and Transportation Officials, a nonprofit, nonpartisan association that represents the member highway and transportation departments in the fifty states, the District of Columbia, and Puerto Rico.
- b. AASHTOWare means the AASHTO software used by TDOT for compliance with Federal Highway Administration regulations, AASHTO standards and industry best practices.
- c. CRISI means the Consolidated Rail Infrastructure and Safety Improvements Program of USDOT, providing for projects that improve the safety, efficiency, and reliability of intercity passenger and freight rail.
- d. FHWA means the USDOT, Federal Highway Administration.
- e. IJR means Interchange Justification Report, an assessment required for a project that proposes to provide a new interchange to an interstate facility.
- f. IMR means Interchange Modification Report, an assessment required for a project that proposes to revise an existing interstate interchange.

- g. INFRA means the Infrastructure for Rebuilding America program of USDOT.
- h. ITS means Intelligent Transport Systems, a road and traffic system which combines information, communication, and control technologies to properly integrate drivers, vehicles and roads in a way that supports people driving.
- i. RAISE means the Rebuilding American Infrastructure with Sustainability and Equity Discretionary Grant program of USDOT, providing for investment in road, rail, transit and port projects that promise to achieve national objectives. Previous iterations of RAISE were known as the Better Utilizing Investments to Leverage Development (BUILD) and Transportation Investment Generating Economic Recovery (TIGER) Discretionary Grant programs.
- j. TDM means Transportation Demand Management, a set of strategies aimed at reducing the demand for roadway travel, particularly single occupancy vehicles. TDM strategies address a broad variety of constraints related to driving, including traffic congestion, less habitable communities, peak period travel demand, and poor air quality.
- k. TDOT means the Tennessee Department of Transportation.
- l. TRB means Transportation Research Board, part of the National Academies of Sciences, Engineering, and Medicine.
- m. USDOT means the United States Department of Transportation.

A.3. The State reserves the right to, in its sole discretion, solicit proposals for and award Work Orders for services included in the scope of this Contract to third parties, and any such actions shall not be deemed to be a breach of this Contract. The Contractor acknowledges, understands and agrees that (i) this Contract does not guarantee that any work will be awarded to the Contractor and does not contain any "exclusive" to the Contractor for any portion of the services that can be provided under this Contract; and (ii) that contracts or Work Orders for these same services may be awarded to third parties.

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

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

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

A.4. The Contractor shall maintain an organization sufficient to administer, manage, and oversee all aspects of the contract.

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

Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

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

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

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

- A.9. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.
- A.10. Offshore Resources. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.
- A.11. Prohibition on Future Procurements. The State may prohibit Contractor, prime consultant, and any associated subcontractors from participating in future procurements that are a result of this Contract.
- A.12. Intellectual Property Ownership. The Contractor will retain all rights, title, and interest in and to its pre-existing IP. The Contractor shall grant the State a worldwide, nonexclusive, royalty-free, perpetual, irrevocable license (with the right to sublicense and the right of sublicensees to sublicense further) to use the pre-existing IP as necessary for the State's use of the solution(s) provided under this contract.

B. TERM OF CONTRACT:

- B.1. This Contract shall be effective on DATE ("Effective Date") and extend for a period of sixty

(60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

- B.2. In Process Work Term Extension. The State reserves the right to extend this Master Contract for a period beginning at the end of the final term for the purpose of completing all Work Order activities associated with any authorized Work initiated during the term(s) of this Master Contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. There are no funds associated with this Contract. It is anticipated that Work having a value of approximately Ten Million and No/100 Dollars (\$10,000,000.00) may be awarded for this Scope of Services across the Master Contracts issued in accordance with RFQ 40100-50911. The amount of Work awarded to the Contractor under this Contract will be determined based on the State's need and the amount of funding available from various funding sources. This Contract makes no guarantees, either stated or implied, about the demand for services requested within.

The Contractor is not entitled to be paid any or all of the estimated spend under this Master Contract and are not entitled to be paid for any Work not requested by the State pursuant to Work Orders issued in accordance with Section A above. The State is under no obligation to request Work from the Contractor in any specific dollar amounts or to request any Work at all from the Contractor during any period of this Master Contract.

The payment rates in Section C.3 are maximum not-to-exceed rates for each service description. The payment rates, in Section C.3, shall constitute the manner in which amounts due the Contractor for all services and Contractor obligations pursuant to Work Orders will be calculated on a per hour basis, regardless of the difficulty, hours worked, materials or equipment required.

- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. Payment Methodology. The Contractor shall be compensated for Work as set forth in each Work Order. Such compensation shall be calculated in accordance with the following:
- a. The Contractor's compensation for Work provided under a Work Order shall be contingent upon the satisfactory provision of goods or services as set forth in the Work Order. The Contractor shall be compensated based upon the following payment methodology which will be used to set forth the maximum liability of each Work Order:

Service Description	\$ Maximum Per Hour YEAR ONE DATES	\$ Maximum Per Hour YEAR TWO DATES	\$ Maximum Per Hour YEAR THREE DATES	\$ Maximum Per Hour YEAR FOUR DATES	\$ Maximum Per Hour YEAR FIVE DATES
Project Director/ QA- QC Advisor					

Project Manager					
Senior Planner					
Planner					
Computer Programmer / Analyst / Web Designer					
GIS Technician					
Graphics Designer / Marketing Professional					
Transportation Data Collector Supervisor					
Transportation Data Collector					
Clerical Support					
Hourly Nonprofessional Laborer					
Grant Writer					
Travel Demand Modeler					
Air Quality Modeler					
Economist					
Economic Modeler					
Logistics / Supply Chain Specialist					
Survey Specialist					
Photographer / Videographer					

- b. Direct costs incurred by the Contractor may be reimbursable only upon advance written approval of the State. All such direct costs shall be directly related to the accomplishment of Contractor's work under this Contract and shall conform to all other applicable terms and conditions of this Contract, including without limitation Section C.4. and Section E.8.

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

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

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

Planning Division
James K. Polk Bldg., 9th Floor
505 Deaderick Street
Nashville, TN 37243
LRP.invoices.@tn.gov

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
 - (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Master Contract number (assigned by the State);
 - (4) Customer account name: Department of Transportation, Planning;
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6) Contractor name;
 - (7) Contractor Tennessee Edison registration ID number;
 - (8) Contractor contact for invoice questions (name, phone, or email);
 - (9) Contractor remittance address;
 - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - (13) Amount due for each compensable unit of good or service; and
 - (14) Total amount due for the invoice period.
- b. Contractor's invoices shall:
 - (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
 - (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
 - (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
 - (4) Include shipping or delivery charges only as authorized in this Contract.
- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

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

- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in

accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Matt Meservy, Director
Planning Division
James K. Polk Bldg., 9th Floor
505 Deaderick Street
Nashville, TN 37243
(615) 686-3662
Matt.Meservy@tn.gov

The Contractor:

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

FAX # **Number**

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

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

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation by submitting to the State a completed Attestation (accessible through the Edison Supplier Portal) and included at Attachment Reference, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating

to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

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

- D.20. HIPAA Compliance. As applicable, the State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.

D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee

Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.

- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment 1-5;
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. To the extent that Contractor is unable to obtain insurance coverage containing such a waiver, Contractor agrees to indemnify and hold harmless the State as well as its officers, agents, and employees from and against any and all subrogation claims, liabilities, losses, and causes of action which may arise, accrue, or result to any insurer who provides insurance

coverage carried by Contractor, regardless of negligence. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit; however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

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

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

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

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

a. Commercial General Liability (“CGL”) Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers’ Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers’ compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers’ compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers’ compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

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

d. Professional Liability Insurance

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

e. Cyber Insurance:

Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than five million dollars (\$5,000,000) per occurrence or claim and five million dollars (\$5,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, including coverage for related regulatory fines, defenses, and penalties.
- 2) Such coverage shall include data breach response expenses, in an amount not less than five million dollars (\$5,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services

and expenses in the performance of services for the State or on behalf of the State hereunder.

- D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.
- D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

- D.35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.
- D.36. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Tenn. Code Ann. § 12-3-515, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Tenn. Code Ann. § 12-3-515, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFQ 40100-50911 (RFP Attachment B – B.15.) and resulting in this Contract.

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

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

- E.3. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.

- a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:
 - (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
 - (2) Any pricing related to the new lines, items, or options;
 - (3) The expected effective date for the availability of the new lines, items, or options; and
 - (4) Any additional information requested by the State.
- b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.
- c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
- d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

E.4. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
 - (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:

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

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be

obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

- E.6. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.
- E.7. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.
- E.8. Reimbursement. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Any goods, materials, supplies, equipment or contracted services procured by Contractor under this Contract shall be procured on a competitive basis when practicable. The Contractor shall maintain documentation supporting Contractor's request for reimbursement. In each instance where it is determined that use of a competitive procurement method was not practicable, Contractor shall seek approval of the State Commissioner to procure by non-competitive procurement as a condition for reimbursement.
- E.9. State Ownership of Deliverables. The State shall have ownership, right, title, and interest in all deliverables provided by Contractor under this Contract including full rights to use the deliverables as needed by the State. The deliverables shall include any software, applications, models, work product, and any other deliverable developed by the Contractor pursuant to this Contract.
- E.10. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.11. Information Technology Security Requirements (State Data, Audit, and Other Requirements).
 - a. The Contractor shall protect State Data as follows:

- (1) The Contractor shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only.

All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

- (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 **or** 140-3 (or current applicable version) validated encryption technologies. The State shall control all access to encryption keys. The Contractor shall provide installation and maintenance support at no cost to the State.
- (3) The Contractor and any Subcontractor used by the Contractor to host State data, including data center vendors, shall be subject to an annual engagement by a licensed CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") 2 Type 2 examination. The scope of the SOC 2 Type 2 examination engagement must include the Security, Availability, Confidentiality, and Processing Integrity Trust Services Criteria. In addition, the Contractor services that are part of this Contract, including any processing or storage services, must be included in the scope of the SOC 2 Type 2 examination engagement(s).
- (4) The Contractor must annually review its SOC 2 Type 2 examination reports. Within 30 days of receipt of the examination report, or upon request from the State or the Comptroller of the Treasury, the Contractor must provide the State or the Comptroller of the Treasury a non-redacted copy of the Contractor's SOC 2 Type 2 examination report(s). The Contractor must review the annual SOC 2 Type 2 examination reports for each of its Subcontractors and must also assist the State or Comptroller of the Treasury with obtaining a non-redacted copy of any SOC examination reports for each of its Subcontractors, including data centers used by the Contractor to host or process State data.

If the Contractor's SOC 2 Type 2 examination report includes a modified opinion, meaning that the opinion is qualified, adverse, or disclaimed, the Contractor must share the SOC report and the Contractor's plan to address the modified opinion with the State or the Comptroller of the Treasury within 30 days of the Contractor's receipt of the SOC report or upon request from the State or the Comptroller of the Treasury. If any Subcontractor(s) SOC 2 Type 2 examination report includes a modified opinion, the Contractor must assist the State or Comptroller of the Treasury with obtaining the Subcontractor(s) SOC report and the Subcontractor(s) plan to address the modified opinion.

The Contractor must have a process for correcting control deficiencies that were identified in the SOC 2 Type 2 examination, including follow-up documentation providing evidence of such corrections. Within 30 days of receipt of the examination report, or upon request from the State or the Comptroller of the Treasury, the Contractor must provide the State or the Comptroller of the Treasury with a corrective action plan and evidence of correcting the control deficiencies. The Contractor must require each of its Subcontractors, including data centers used by the Contractor to host State data, to have a process for correcting control deficiencies identified in their SOC examination reports and must assist the State or Comptroller of the Treasury with obtaining a

corrective action plan and obtaining evidence of correcting control deficiencies identified in Subcontractor(s) SOC reports.

No additional funding shall be allocated for these examinations as they are included in the Maximum Liability of this Contract.

- (5) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment per the NIST 800-115 definition. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment. The Contractor shall provide a letter of attestation on its processing environment that penetration tests and vulnerability assessments has been performed on an annual basis and taken corrective action to evaluate and address any findings.

In the event of an unauthorized disclosure or unauthorized access to State data, the State Strategic Technology Solutions (STS) Security Incident Response Team (SIRT) must be notified and engaged by calling the State Customer Care Center (CCC) at 615-741-1001. Any such event must be reported by the Contractor within twenty-four (24) hours after the unauthorized disclosure has come to the attention of the Contractor.

- (6) If a breach has been confirmed a fully un-modified third-party forensics report must be supplied to the State and through the STS SIRT. This report must include indicators of compromise (IOCs) as well as plan of actions for remediation and restoration. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures.
- (7) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State
- (8) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy, and ensure all subcontractors shall destroy, all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are always fully compatible with current

versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

- (4) In the event of drive/media failure, if the drive/media is replaced, it remains with the State and it is the State's responsibility to destroy the drive/media, or the Contractor shall provide written confirmation of the sanitization/destruction of data according to NIST 800-88.

c. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

- (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:

- i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident

24 Hours/1,440 minutes

- ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity:

72 Hours/4,320 minutes

- (2) The Contractor and the Subcontractor(s) shall maintain a documented Disaster Recovery plan and shall share this document with the State when requested. The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

E.12 Comptroller Audit Requirements.

When requested by the State or the Comptroller of the Treasury, the Contractor must provide the State or the Comptroller of the Treasury with a detailed written description of the Contractor's information technology control environment, including a description of general controls and application controls. The Contractor must also assist the State or the Comptroller of the Treasury with obtaining a detailed written description of the information technology control environment for any third or fourth parties, or Subcontractors, used by the Contractor to process State data and/or provide services under this Contract.

Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract, including all information technology logging and scanning conducted within the Contractor's and Subcontractor's information technology control environment. Upon reasonable notice and at any reasonable time, the

Contractor grants the State or the Comptroller of the Treasury with the right to audit the Contractor's information technology control environment, including general controls and application controls. The audit may include testing the general and application controls within the Contractor's information technology control environment and may also include testing general and application controls for any third or fourth parties, or Subcontractors, used by the Contractor to process State data and/or provide services under this Contract. The audit may include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policy and all applicable requirements, laws, regulations, or policies.

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit. The audit may include interviews with technical and management personnel, physical or virtual inspection of controls, and review of paper or electronic documentation.

The Contractor must have a process for correcting control deficiencies that were identified in the State's or Comptroller of the Treasury's information technology audit. For any audit issues identified, the Contractor and Subcontractor(s) shall submit a corrective action plan to the State or the Comptroller of the Treasury which addresses the actions taken, or to be taken, and the anticipated completion date in response to each of the audit issues and related recommendations of the State or the Comptroller of the Treasury. The corrective action plan shall be provided to the State or the Comptroller of the Treasury upon request from the State or Comptroller of the Treasury and within 30 days from the issuance of the audit report or communication of the audit issues and recommendations. Upon request from the State or Comptroller of the Treasury, the Contractor and Subcontractor(s) shall provide documentation and evidence that the audit issues were corrected.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY
LESLIE SOUTH, GENERAL COUNSEL

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

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

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

Job Descriptions

- A. **Project Director/QA-QC Advisor**- This is the most senior executive involved in the task, possibly a principal in the firm. This person makes executive decisions, but does not get involved in routing daily management of tasks.
- B. **Project Manager**- This position requires at least 8 years of project management experience with exposure to a variety of planning projects and a good understanding of project management concepts. The project manager will set overall objectives, prioritize critical issues and policy matters. The project manager may directly implement smaller projects or phrases and tasks within large projects as well as guiding the larger project through supervising, coordinating and reviewing the work of the subordinates.
- C. **Senior Planner**- This position requires a minimum of 5 years of experience in the planning field. Planners at this level coordinate the work of project team members and manage project budgets.
- D. **Planner**- This position requires a Bachelor's Degree in a related field. Planners at this level work under the general supervision of a senior planner.
- E. **Computer Programmer/Analyst Web Designer**- This position is responsible for developing, designing, and building databases and creating websites. Possesses specialized knowledge related to computer programs, (e.g. SQL Server, ITS Architectures, etc.), writing and designing of complex business applications. Computer programmers at this level may oversee the work of computer technicians.
- F. **GIS Technician** – Geographic Information Systems (GIS), Intelligent Transportation Systems
This position works under the general supervision of a computer programmer or project manager. Technicians at this level maybe complete simple tasks to moderately complex tasks (e.g. python scripting, etc.) under general supervision.
- G. **Graphics Designer/Marketing** - This position requires a Bachelor's Degree in a related field and a minimum of four years related experience. Personnel at this level must have a firm grasp of marketing strategies and have the technical ability to create marketing material as needed.
- H. **Transportation Data Collection Supervisor** – This position is responsible for supervising transportation data collection work, supervises the preparation of city and county maps, supervises the preparation and maintenance of operating records and reports and supervises the collection of HPMS data for submission to the Federal Highway Administration.
- I. **Transportation Data Collector** - Is responsible for transportation data collection work, conducts traffic turning movement, classification count, and truck weight and origin destination surveys. Gathers pertinent data necessary for the preparation of city and county maps; verifies data gathered with city and county officials. Conducts traffic volume counts for a geographic area; maintains traffic counters by repairing or replacing damaged parts. Prepares and maintains operating records and reports pertaining to surveys conducted. Conducts HPMS data collection for submission to the Federal Highway Administration.
- J. **Clerical Support**- This position requires the ability to maintain records, files, reports, etc. and invoices.

- K. **Hourly Nonprofessional Laborer-** Unskilled worker that works under the supervision to perform menial tasks (e.g.- administering surveys or general physical labor, etc.)
- L. **Grant Writer-** This position requires a minimum of three years of professional experience writing grants and supporting documents.
- M. **Travel Demand Modeler-** This position requires a minimum of five years of professional experience travel demand modeling. Extensive experience with travel demand software packages, particularly TRANSCAD is needed. Working knowledge of geographic information systems software is helpful. Working knowledge of statistical analysis, especially as it relates to travel demand model development is desirable.
- N. **Economic Modeler-** This position requires a minimum of five years of professional experience. Modeler must be skilled in analyzing market conditions, competitive activity and the regulatory, legal and political considerations associated with transportations.
- O. **Air Quality Modeler-** This position requires a minimum of five years of professional modeling experience related to air quality, as well as experience with Motor Vehicle Emission Simulator (MOVES). Modelers will have a significant role in analyzing and preparing outputs from the local travel demand forecasting models as inputs for MOVES.
- P. **Survey Specialist –** This position will conduct surveys and collect data, using methods such as interviews, questionnaires, focus groups, market analysis, public opinion polls, literature reviews, and file reviews.
- Q. **Photographic/Videographer-** This position will create photograph or videos for use in presentations and or websites.
- R. **Economist-** This position requires a Master's degree and five years of professional experience. It involves compiling, analyzing and reporting data to explain economic phenomena, forecasting market trends by applying mathematical models and statistical techniques, as well as development guidelines and standards. This position will study economic and statistical data, formulate plans, and provide recommendations.
- S. **Logistics/Supply Chain Specialist-** This position uses analytical and quantitative methods to understand, predict and enhance supply chain processes and will be responsible for assembling data, analyzing performance, identifying problems and developing recommendations which support supply chain management planning and operations.

1. General Instructions

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

2. Work Parameters

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

3. Work Issuance

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

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

4. Work Procedures

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

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

STATEMENT OF WORK

Work Order#: *Number*~~####-##-####~~
~~##-##-####-##~~(THE STATE Project No.)
(Contract No.)00/00/0000
Date**Full Scope of Project Requirements and Project Schedule**

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

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

Schedule

Service Description	Not to Exceed Price (Per Hour)	Quantity (Maximum Number of Hours)	Total Price Per Line
Project Director/QA-QC Advisor			
Project Manager			
Senior Planner			
Planner 2			
Planner 1			
Financial Analyst 2			
Financial Analyst 1			
GIS Analyst			
Admin Assistant 2			
Admin Assistant 1			
Clerical Assistant			
Survey Specialist			
Regulatory Analyst			

ITS Specialist			
Auditor 2			
Auditor 1			
Reviewer			
Travel Demand Modeler			
Transportation Data Collector			
Economic Modeler			
Air Quality Modeler			
Economist			
Computer Programmer/Analyst/Web Designer			
Graphic Designer			
Public Outreach Specialist			

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

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

**Work Order****##### - ##:**#####-##-### (The State Project No.)00/00/0000##-##-#####-## (Contract No.)

Date

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

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

A. SCOPE OF SERVICES:

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

B. WORK ORDER PERIOD:

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

C. PAYMENT TERMS AND CONDITIONS:

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

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

The Contractor is not entitled to be paid the Maximum Liability for any period under the Work Order or any extensions of the Work Order for Work not requested by the State. Liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Work Order unless the State requests work and the Contractor performs said work. The State is under no obligation to request Work from the Contractor in any specific dollar amounts or to request any Work at all from the Contractor during any period of this Work Order.

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

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)