



**STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES**

**REQUEST FOR PROPOSALS
FOR
FLEET CREDIT CARD AND
CONSIGNMENT FUEL SERVICES**

RFP # 32110-16101

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1. INTRODUCTION

The State of Tennessee, TENNESSEE DEPARTMENT OF GENERAL SERVICES, hereinafter referred to as "the State," has issued this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State's process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

1.1 Statement of Procurement Purpose

The State intends to secure a contract for a fleet fuel credit card for fuel and minor automotive repair services for State agencies, State institutions of higher education chartered in Tennessee and local governmental units within the geographic limits of the State of Tennessee. In addition, the State seeks to secure delivery of fuel to its State automated fueling sites for sale on a consignment basis. At these sites, the location must be automated to allow for the purchase of fuel using the same card as used for retail outlets. Reimbursement for fuel will be on a consignment basis as fuel is dispensed to vehicles. The Respondent will be required to provide automation at the State Automated sites listed in Appendix 1.

Local governmental entities will be eligible to use the Respondent's card for purchases of fuel at retail outlets and to procure minor automotive repair services but will have to negotiate a separate agreement with the Respondent for consignment fuel. State automated sites are only available for use by state vehicles. Automation at local government sites will be at the mutual agreement of the Respondent and entity owning the fueling location. Consignment fuel in this contract applies only to state agencies, and fuel purchased at retail outlets applies to state agencies and local governments alike.

The resulting contract will be open to the aforementioned entities unless a letter is attached to your bid, requesting exemption to this allowance. The Respondent agrees to extend services under this contract to all authorized contract users at the same price and under the same terms and conditions offered in this bid, except where excluded.

This contract will be a restricted DGS statewide contract managed by the Tennessee Department of Transportation. As such, TDOT is the primary user of the contract and will be responsible for the day to day management of the contract.

Local governmental entities may utilize the Statewide Contract (SWC) negotiated by the State. Local governmental entities are defined as local governmental units within the geographic limits of the State of Tennessee, any private nonprofit or public institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401 et seq.). While local governmental entities participation in this SWC is not mandatory, it is the State's goal to encourage use of price agreement(s) resulting from this RFP. Increased utilization by these entities significantly enhances the business opportunity for the winning Contractor without having to participate in additional procurement processes individually with these entities.

The State, however, is not responsible for the transactions between the Contractor and these entities. All local governmental entities using Statewide Contracts are expected to follow the contractual terms and conditions specified in these agreements. The Contractor is not required to provide this service to local governmental entities but is highly encouraged to do so.

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

The RFP Attachment 6.8., *Pro Forma* Contract details the State's requirements:

- Scope of Services and Deliverables (Section A);

- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

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

1.3. Nondiscrimination

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

1.4. RFP Communications

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

RFP # 32110-16101

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

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

Chris Benson (Sourcing Account Specialist)
 Department of General Services, Central Procurement Office
 3rd Floor, WRS Tennessee Tower
 312 Rosa L. Parks Avenue
 Nashville, TN 37243
 Telephone: (615) 741-0942
Chris.Benson@tn.gov

1.4.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:

- a. staff of the Governor’s Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small businesses as well as general, public information relating to this RFP (visit www.tn.gov/businessopp/ for contact information); and
- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Helen Crowley, Compliance Team Lead
 Central Procurement Office
 Department of General Services
 WRS Tennessee Tower, 3rd Floor
 312 Rosa L. Parks Ave.
 Nashville, TN 37243
 615-741-3836
Helen.Crowley@tn.gov

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.7).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: http://tn.gov/generalserv/cpo/sourcing_sub/rfp.shtml.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

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

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

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

- 1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.8., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. **Pre-Response Conference**

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is not mandatory, and prospective Respondents may be

limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

Central Procurement Office
312 Rosa L. Parks Avenue, 3rd Floor
Nashville, TN 37243

March 30, 2016 at 1:00 PM CST

Morrow Conference Room

Conference Line: (615) 253-8313

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

1.8. **Notice of Intent to Respond**

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

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

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

1.9. **Response Deadline**

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

2. **RFP SCHEDULE OF EVENTS**

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		March 23, 2016
2. Disability Accommodation Request Deadline	2:00 p.m.	March 29, 2016
3. Pre-response Conference	1:00 p.m.	March 30, 2016
4. Notice of Intent to Respond Deadline	2:00 p.m.	March 31, 2016
5. Written “Questions & Comments” Deadline	12:00 p.m.	April 5, 2016
6. State Response to Written “Questions & Comments”		April 14, 2016
7. Response Deadline	12:00 p.m.	April 28, 2016
8. State Opens Site Location Proposals	8:00 a.m.	April 29, 2016
9. State Completion of Technical Response and Site Location Evaluations		May 6, 2016
10. State Opening & Scoring of Cost Proposals		May 9, 2016
11. Negotiations Completed (Optional)		May 12, 2016
12. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection		May 13, 2016
13. End of Open File Period		May 20, 2016
14. State sends contract to Contractor for signature		May 27, 2016
15. Contractor Signature Deadline	2:00 p.m.	May 31, 2016

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.7).

3. RESPONSE REQUIREMENTS

3.1. Response Form

A response to this RFP must consist of three (3) parts, a Technical Response, a Site Location Proposal, and a Cost Proposal.

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

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

- 3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Response should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a response to be non-responsive and reject it if:
- a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
 - b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 3.1.2. **Site Location Proposal.** Respondents are to provide a current list of service providers who have indicated a commitment to accepting their card for fuel purchases within the State of Tennessee. This list should include the name, address and telephone number of the merchant, types of fuel sold and brand of fuel sold. This information is to be provided in Attachment 6.3.
- 3.1.2.1. There is no requirement that a Respondent have a retail site in every county. However, site location scoring will be based on the number of sites in each county. When there are fewer than 5 sites in a county, the proximity to existing TDOT facilities will be a consideration. That consideration will be to determine if the Respondent has 3 sites within a driving distance of 5 miles of the TDOT county maintenance location. If Respondent has fewer than 3 sites within 5 miles, no points will be awarded for that county.
- 3.1.2.2. Points will be awarded for sites on the basis of the information shown below. Attachment 6.3. (Fuel Site Location Scoring by County) shall be used to list retail

fueling sites accepting Respondent's card. Only sites in Tennessee will receive scores and should be listed on the attachment. Points will be awarded based on the diversity of fuels sold, hours of operation, whether or not the site has 18 wheeler access and pay-at-the-pump capability using Respondent's card. Each item is worth the following points:

<u>Fuel Site Criteria</u>	<u>Points</u>
(a) Gas availability	3
(b) Diesel availability	3
(c) E85 availability	1
(d) B20 availability	1
(e) Location open 24 hours	6
(f) Truck Access	2
(g) Pay-at-Pump Capability	1

3.1.2.3. Scores will be totaled by county and Respondent will be ranked by county based on the resulting scores. A scoring system based on the total number of Respondents will be used in each county to rank the Respondents. Example – if the total number of Respondents is five, the Respondent with the most site location points in a county will receive five (5) ranking points for that county. If a Respondent receives no site location points for a particular county, the Respondent will receive zero (0) points for that county when the ranking score is calculated. After the ranking scores are calculated for each county, the ranking scores will be accumulated for all of the 95 counties for each Respondent. Attachment 6.4. of this RFP shows the Site Proposal Evaluation Format.

3.1.3. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.5., Cost Proposal & Scoring Guide.

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

- 3.1.3.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.5, Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.
- 3.1.3.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.
- 3.1.3.3. A Respondent must sign and date the Cost Proposal.
- 3.1.3.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).
- 3.1.3.5. The Respondent will be bidding a margin per gallon basis above OPIS. The OPIS price will be that published in the **OPIS Newsletter** for the close of business (4:30 pm CST) on Thursday of each week for the grade and type of fuel sold. The Thursday price will become effective at 12:01 am CST on the preceding Monday and be used through the following Sunday at 12:00 pm CST.
- 3.1.3.6. The OPIS price for unleaded and diesel are the prices from the following rack locations in Tennessee: *Knoxville, Chattanooga, Nashville and Memphis*. Out of state purchases of unleaded and diesel will use the applicable *Memphis, TN* rack.
- 3.1.3.7. The OPIS price for E85 is the *Birmingham, AL* rack price. B20 will be the sum of 20% of the *Birmingham, AL, OH* rack price for the biodiesel portion of the blend and 80% of

the applicable Tennessee rack price for the diesel portion. The State reserves the right to substitute rack locations closer to Tennessee, or in Tennessee, should those become available for E85 and B20 fuels.

- 3.1.3.8. Specifics on which OPIS posting apply are covered in section C.3., Payment Methodology and on Attachment 6.5. Cost Proposal & Scoring Guide.
- 3.1.3.9. All fuel sold will be self-service. Payment for fuel will be net of all federal and state taxes from which the State of Tennessee is exempt. In addition, prices for biodiesel and ethanol blended fuels (E10 and E85) must include any tax credits that apply. The proposed cost shall incorporate all costs for services under the contract for the total contract period.

3.2. Response Delivery

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

3.2.2. A Respondent must submit original Technical Response, Site Location Proposal and Cost Proposal documents and copies as specified below.

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

“RFP # 32110-16101 TECHNICAL RESPONSE ORIGINAL”

and four (4) 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:

“RFP # 32110-16101 TECHNICAL RESPONSE COPY”

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

3.2.2.2. One (1) original Site Location Proposal paper document labeled:

“RFP # 32110-16101 SITE LOCATION PROPOSAL”

and one (1) copy in the form of an Excel (XLS) worksheet properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

“RFP # 32110-16101 SITE LOCATION PROPOSAL COPY”

An Excel worksheet formatted as shown in Attachment 6.3. will be furnished for completion of the Site Location Proposal.

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

“RFP # 32110-16101 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:

“RFP # 32110-16101 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.

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

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

“DO NOT OPEN... RFP # 32110-16101 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”

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

“DO NOT OPEN... RFP # 32110-16101 SITE LOCATION PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

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

“DO NOT OPEN... RFP # 32110-16101 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

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

“RFP # 32110-16101 SEALED TECHNICAL RESPONSE, SEALED SITE LOCATION PROPOSAL & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

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

Chris Benson (Sourcing Account Specialist)
Department of General Services, Central Procurement Office
3rd Floor, WRS Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243

3.3. Response & Respondent Prohibitions

3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.

3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of

detection, the State will consider any such actions to be grounds for response rejection or contract termination.

- 3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.
- 3.3.6. A Respondent must not submit more than one Technical Response, One Site Location Proposal and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response, one Site Location Proposal or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.
- 3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).
- 3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:
 - 3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
 - 3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
 - 3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

3.4. **Response Errors & Revisions**

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

3.5. **Response Withdrawal**

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

3.6. **Additional Services**

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

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

3.7. Response Preparation Costs

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

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.7). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

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

4.3. State Right of Rejection

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

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

4.4. Assignment & Subcontracting

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

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

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

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

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

4.5. Right to Refuse Personnel or Subcontractors

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

4.6. Insurance

From time-to-time, the State may require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee.

Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

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

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.
- 4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

4.8. **Disclosure of Response Contents**

- 4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after technical responses are opened.
- 4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.9. **Contract Approval and Contract Payments**

- 4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.
- 4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.
- 4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.
 - 4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract start date or after the Contract end date.

4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.8., *Pro Forma Contract*, Section C).

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

4.10. **Contractor Performance**

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

4.11. **Contract Amendment**

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

4.12. **Severability**

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

4.13. **Next Ranked Respondent**

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

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

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

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	10
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	15
Site Location Proposal (refer to RFP Attachments 6.3. & 6.4.)	35
Cost Proposal (refer to RFP Attachment 6.5.)	40

5.2. Evaluation Process

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

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

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

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

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

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP,

and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.

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

5.2.2. **Site Proposal Evaluation.** Sites listed on attachment 6.3. will be evaluated against the criteria listed in the RFP. The State reserves the right, at its sole discretion, to request Respondent clarification of a site proposal and to adjust scores as it deems appropriate. The evaluation score for an individual county shall be based on the respondent's rank. The ranking scores for all 95 counties will be added and the total used in the following formula to determine the site proposal score:

$$\frac{\text{(Individual Ranking Score Accumulation)}}{\text{(Highest Individual Ranking Score)}} \times 35 = \text{Points for Proposal}$$

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

5.2.3. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.5., Cost Proposal & Scoring Guide.

5.2.3.1. The Cost Evaluation scores shall be based on the margins bid in the Cost Proposal. The amount shall be used in the following formula to determine the Cost Proposal score:

$$\frac{\text{Lowest evaluation cost amount from all proposals}}{\text{Evaluation cost amount being evaluated}} \times 40 = \text{Points for Proposal}$$

5.2.4. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores, Site Proposal score and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.7., Score Summary Matrix).

5.3. Contract Award Process

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

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

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

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

- 5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.8., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.
- 5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited 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 evaluations or negatively impact the competitive nature of the RFP and contractor selection process.
- 5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

RFP # 32110-16101 STATEMENT OF CERTIFICATIONS AND ASSURANCES

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

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

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of Services of the RFP Attachment 6.8., *Pro Forma Contract* for the total contract period.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.8., *Pro Forma Contract*.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Respondent will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

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

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

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

**RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (or
SSN):**

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		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 (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a sub-contractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	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 an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit rating for the Respondent (NOTE: A credit bureau report	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	A.6.	<p>Provide a valid, Certificate of Insurance that is verified and dated within the last six (6) months and which details <u>all</u> of the following:</p> <ul style="list-style-type: none"> (a) Insurance Company (b) Respondent's Name and Address as the Insured (c) Policy Number (d) The following minimum insurance coverage: <ul style="list-style-type: none"> (i) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability, whichever is greater; (ii) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate; (e) The following information applicable to each type of insurance coverage: <ul style="list-style-type: none"> (i) Coverage Description, (ii) Exceptions and Exclusions, (iii) Policy Effective Date, (iv) Policy Expiration Date, and (v) Limit(s) of Liability. 	
<p><i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i></p>			

TECHNICAL RESPONSE & EVALUATION GUIDE

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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	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 change of control 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, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	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 RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP. 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 LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: <ul style="list-style-type: none"> (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: <ul style="list-style-type: none"> (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, Tennessee service-disabled veterans, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information: <ul style="list-style-type: none"> (i) contract description; (ii) contractor name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: <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.e., ethnicity, gender, Tennessee service-disabled veterans) 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-</p>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265 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, Tennessee service-disabled veterans 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 (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	<p>Provide customer references from individuals who are <u>not</u> current or former State employees for projects similar to the goods or services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> ▪ two (2) accounts Respondent currently services that are similar in size to the State; <u>and</u> ▪ three (3) completed projects. <p>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 standard reference questionnaire, which <u>must</u> be used and completed, is provided at RFP Attachment 6.6. References that are not completed as required may be deemed non-responsive and may not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below.</p> <p>(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.6 and make a copy for each reference.</p> <p>(b) Send a reference questionnaire and new, standard #10 envelope to each reference.</p> <p>(c) Instruct the reference to:</p> <ol style="list-style-type: none"> (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). <p>(d) <u>Do NOT open the sealed references upon receipt.</u></p>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ The State will not accept late references or references submitted by any means other than that which is 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 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 <u>no</u> obligation to clarify any reference information.
	B.18.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <ul style="list-style-type: none"> (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and <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>
		<p>SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 10)</p>
State Use – Evaluator Identification:		

TECHNICAL RESPONSE & EVALUATION GUIDE

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

A Proposal Evaluation Team, made up of three or more State employees, 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 score as indicated.

Note: Some of the questions below apply to State agencies and local governments alike. Unless the question says “State” or refers to a state agency, the Respondent should answer the question as if it applies to all. If your approach and methodology differs for local government accounts include those exclusions in your response. Otherwise your answer will be considered applying equally to all entities.

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.	<p>Provide a narrative that illustrates the Respondent’s understanding of the State’s requirements and project schedule. Response should include:</p> <ul style="list-style-type: none"> A list of Respondent’s team members, their qualifications and roles in regard to implementation, training and customer service. <p>Services provided to State Agencies Only:</p> <ul style="list-style-type: none"> A timeline and associated milestones for transitioning the State to the new card service. Plans for training 2 distinct groups: Fiscal office staff on the use of the Respondent’s reporting system and mass employees on the use of the Respondent’s card. A transition plan that causes minimal interruption in the State’s ability to find fuel for its vehicles and that minimizes downtime for the conversion to Respondent’s card at consignment locations. 		9	
	C.2.	<p>Provide a narrative that illustrates how the Respondent will manage its ongoing obligations under the contract, including maintenance of merchant coverage, and resolution of billing errors and/or disputed charges.</p>		4	
	C.3.	<p>Provide a detailed description of any and all computer hardware and software, which would be used to accomplish the purchase of fuel at retail fueling locations.</p>		5	
	C.4.	<p>Provide a detailed description of any and all computer hardware and software, which would be used to accomplish the purchase of fuel at state automated facilities. (Refer to Appendix 1 for a listing of sites and tank storage capacities.)</p>		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.5.	Provide a detailed description of all computer hardware and software, which would be used to accomplish the transmittal of accounting information to the State. Include a file layout (field names, format and size) of the weekly electronic file. Provide options available to local government for transmittal of their purchase information.		7	
	C.6.	Include sample copies of detail reports currently available from Respondent and instructions on their proper use. Discussion should include reports for State agencies and reports for local governments.		9	
	C.7.	Fraud Detection – Describe all security features that would aid in the prevention of unauthorized or improper use of Respondent's card. Also, discuss exception reporting available to detect purchases exceeding predetermined limits (example: incorrect fuel grade, multiple fill ups, purchases above a gallon threshold, etc.).		9	
	C.8.	Disaster Recovery - Discuss Respondent's disaster recovery plan to be operational with minimal interruption and downtime to customers following a disaster (natural or manmade).		5	
	C.9.	Internal Controls and Security - Describe Respondent's approach to application and system security. Discussion should include the following areas: <ul style="list-style-type: none"> • Ensuring that confidential data is protected from unauthorized access • Ensuring data reliability and integrity • Ensuring network access continuity is maintained • Ensuring sufficient audit trails exist to aid in the resolution of disputed transactions 		4	
	C.10.	State automated tanks only: Provide a plan for the transfer of ownership of fuels at state automated locations during the transition from the old to the new fuel contract. It will be the responsibility of the Respondent to negotiate with the fuel owner for the transfer of fuel products in a manner that will cause minimal interruption of fuel service to the State.		4	
	C.11.	For those automated sites listed in Appendix 1, the Contractor will be required to install its own card readers and to maintain that equipment for the duration of the contract so long as the site is operational. Describe in detail the technical support and maintenance (such as periodic inspection) provided to equipment to ensure downtime is minimized.		4	

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.12.	State automated fueling sites are unmanned. Most have monitoring systems with an electronic link to monitor volumes on-line; a few do not. Discuss your expectation of the State in regard to monitoring of sites and reporting of tank levels. Discuss typical reorder points and lead time needed for fuel delivery.		4	
	C.13.	Discuss what options are available to the card holder if a card fails to scan because of a bad magnetic stripe or inoperable equipment. Discussion should include retail and consignment.		4	
	C.14.	Discuss plan for issuance of vehicle cards, PINs and site maps in sufficient time to allow for an orderly transition at contract start up.		5	
	C.15.	Discuss plan for routine issuance, replacement and cancellation of cards and/or PINs. Discuss options for ordering new cards, shipping methods and expiration terms for cards and PINs.		5	
	C.16.	Include an example of Respondent's fleet fueling card and PIN. Describe options available to the State and local governments in regard to format, design, and colors.		5	
	C.17.	Provide a current list of service providers that have indicated acceptance of Respondent's card for automotive repair and services within the State of Tennessee. Include the merchant's name, address and contact information.		4	
	C.18.	Describe roadside assistance services that are available using Respondent's card.		4	
	C.19.	Discuss your company's plan to ensure emergency responders (TEMA, TDOT and TDOS) have access to fuel at consignment locations during periods of high demand (ex. snow plowing, natural disasters) or when regional fuel shortages occur (ex. Hurricane Katrina). See pro forma contract, section A.20.		4	
<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 15 <i>(maximum possible score)</i>		= SCORE:
<i>State Use – Evaluator Identification:</i>					

RESPONDENT LEGAL ENTITY NAME:	
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Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
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State Use – Solicitation Coordinator Signature, Printed Name & Date:

State Use – RFP Coordinator Signature, Printed Name & Date:

SITE LOCATION PROPOSAL SCORING

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
COUNTY NAME	TOTAL SITE LOCATION POINTS	RANK	TOTAL SITE LOCATION POINTS	RANK	TOTAL SITE LOCATION POINTS	RANK
ANDERSON						
BEDFORD						
BENTON						
BLEDSON						
BLOUNT						
BRADLEY						
CAMPBELL						
CANNON						
CARROLL						
CARTER						
CHEATHAM						
CHESTER						
CLAIBORNE						
CLAY						
COCKE						
COFFEE						
CROCKETT						
CUMBERLAND						
DAVIDSON						
DECATUR						
DEKALB						
DICKSON						
DYER						
FAYETTE						
FENTRESS						
FRANKLIN						

SITE LOCATION PROPOSAL SCORING

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
COUNTY NAME	TOTAL SITE LOCATION POINTS	RANK	TOTAL SITE LOCATION POINTS	RANK	TOTAL SITE LOCATIN POINTS	RANK
GIBSON						
GILES						
GRAINGER						
GREENE						
GRUNDY						
HAMBLEN						
HAMILTON						
HANCOCK						
HARDEMAN						
HARDIN						
HAWKINS						
HAYWOOD						
HENDERSON						
HENRY						
HICKMAN						
HOUSTON						
HUMPHREYS						
JACKSON						
JEFFERSON						
JOHNSON						
KNOX						
LAKE						
LAUDERDALE						
LAWRENCE						
LEWIS						
LINCOLN						

SITE LOCATION PROPOSAL SCORING

COUNTY NAME	RESPONDENT NAME		RESPONDENT NAME		RESPONDENT NAME	
	TOTAL SITE LOCATION POINTS	RANK	TOTAL SITE LOCATION POINTS	RANK	TOTAL SITE LOCATION POINTS	RANK
LOUDON						
MCMINN						
MCNAIRY						
MACON						
MADISON						
MARION						
MARSHALL						
MAURY						
MEIGS						
MONROE						
MONTGOMERY						
MOORE						
MORGAN						
OBION						
OVERTON						
PERRY						
PICKETT						
POLK						
PUTNAM						
RHEA						
ROANE						
ROBERTSON						
RUTHERFORD						
SCOTT						
SEQUATCHIE						
SEVIER						

SITE LOCATION PROPOSAL SCORING

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
COUNTY NAME	TOTAL SITE LOCATION POINTS	RANK	TOTAL SSITE LOCATION POINTS	RANK	TOTAL SITE LOCATION POINTS	RANK
SHELBY						
SMITH						
STEWART						
SULLIVAN						
SUMNER						
TIPTON						
TROUSDALE						
UNICOL						
UNION						
VAN BUREN						
WARREN						
WASHINGTON						
WAYNE						
WEAKLEY						
WHITE						
WILLIAMSON						
WILSON						
	TOTAL SITE RANKING SCORE:		TOTAL SITE RANKING SCORE:		TOTAL SITE RANKING SCORE:	

SITE LOCATION PROPOSAL SCORING

Respondent Name

<p><i>The RFP Coordinator will use the total site ranking score and the formula below to calculate this attachment's score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i></p>		<p>Total Site Ranking Score:</p>	
<p>Respondent's Site Ranking Score</p>		<p>X 35 <i>(maximum possible score)</i></p>	<p>= SCORE:</p>
<p>Highest Site Ranking Score From All Respondents</p>			
<p><i>State Use – Evaluator Identification:</i></p>			
<p><i>State Use – RFP Coordinator Signature, Printed Name & Date:</i></p>			

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE – The Cost Proposal detailed below, shall indicate the proposed margin for the entire scope of services including all service defined in the Scope of Services of the RFP Attachment 6.8, 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 RFP. All monetary amounts shall be in U.S. currency and limited to four (4) places to the right of the decimal point.

The Respondent shall provide a fleet fueling card that allows the purchase of unleaded, diesel, E85 and B20 fuels at retail fueling locations. In addition, the Respondent must supply unleaded, diesel, E85 and B20 fuels to state owned automated sites for purchase on consignment basis. All fuel purchases will be self-serve. The respondent shall bid a price for margin on a per gallon basis. All pricing based on the Oil Price Information Services (OPIS) “rack average” (RACK AVG) as published in the OPIS Newsletter. The sum of the margin, OPIS and any applicable taxes** shall be the total charge for fuel.

Unleaded and diesel fuel will be priced from the following rack locations in Tennessee: Chattanooga, Knoxville, Nashville and Memphis. The price for E85 will be a blended price based on the rack averages for pure ethanol and regular unleaded as taken from the Birmingham, AL rack. B20 will be the sum of 20% of the Birmingham, AL rack price for biodiesel and 80% of the applicable Tennessee rack price for diesel. Out-of-state fuel purchases will be based on the Memphis, TN rack, including the diesel portion of B20.

Prices are to be updated weekly based on the OPIS rack average for the close of business on Thursday of each week. The state’s preference is for the Thursday price to be effective at 10:01 a.m. on the preceding Monday through Sunday at 12:00 p.m. CST. However, the Thursday price may be applied to the following week if system constraints require an established price at time of sale. The option chosen (i.e. start on preceding Monday or following Monday) must apply for the duration of the contract.

**Purchases by the State are exempt from State of Tennessee and most all Federal taxes. The exception being the Leaking Underground Storage Tank Tax and Oil Spill Tax, collectively \$0.0029 per gallon on all fuels except E85 which is \$0.0024 per gallon. Taxes imposed by other states and local governments apply on purchases within their jurisdictions. Prices for biodiesel and ethanol blended fuels must include any tax credits that apply that would be available to the end consumer.

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

Notwithstanding the cost items herein, pursuant to the second paragraph of the Pro Forma Contract section C.1. (refer to RFP Attachment 6.8) “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 responding entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the President or Chief Executive Officer, this document must attach evidence showing the individual’s authority to legally bind the responding entity.

RESPONDENT SIGNATURE:	
PRINTED NAME AND TITLE:	
DATE:	
RESPONDENT LEGAL ENTITY NAME:	

Instructions: Bidders are to complete the Margin field. Margins must be rounded to four (4) decimal places.

RETAIL FUEL PURCHASES							
Regular Unleaded 87-88 Octane							
		Est. Qty		OPIS		Tax	Margin
Contract Payment	=	17,057,700 gallons	x	Sum of (1.15123	+	0.0029	+ \$_____)
OPIS Gross Ethanol (10%) Rack Average Price for applicable TN rack							
Plus Unleaded 89-90 Octane							
		Est. Qty		OPIS		Tax	Margin
Contract Payment	=	10,100 gallons	x	Sum of (1.6794	+	0.0029	+ \$_____)
OPIS Gross Ethanol (10%) Rack Average Price for applicable TN rack							
Premium Unleaded 91 Octane or higher							
		Est. Qty		OPIS		Tax	Margin
Contract Payment	=	11,300 gallons	x	Sum of (1.9990	+	0.0029	+ \$_____)
OPIS Gross Ethanol (10%) Rack Average Price for applicable TN rack							
Number 2 Diesel Fuel (ULSD)							
		Est. Qty		OPIS		Tax	Margin
Contract Payment	=	8,161,600 gallons	x	Sum of (1.7723	+	0.0029	+ \$_____)

OPIS Gross No. 2 Distillate Price Rack Average Price for applicable TN rack							
E85		Est. Qty		OPIS		Tax	Margin
Contract Payment	=	22,700 gallons	x	Sum of (1.7411	+	0.0024	+ \$_____)
Sum of Birmingham, AL rack average price for the applicable percentage of OPIS Gross Pure Ethanol and the applicable percentage of OPIS Gross Clear (regular unleaded)							
B20		Est. Qty		OPIS		Tax	Margin
Contract Payment	=	3,200 gallons	x	Sum of (1.7198	+	0.0029	+ \$_____)
Sum of 80% of the OPIS Gross No. 2 Distillate Price Rack Average for the applicable Tennessee rack and 20% of the OPIS Gross Wholesale B99 SME biodiesel price for Birmingham, AL							

CONSIGNMENT FUEL PURCHASES							
Regular Unleaded 87-88 Octane							
		Est. Qty		OPIS		Tax	Margin
Contract Payment	=	2,523,600 gallons	x	Sum of (1.5123	+	0.0029	+ \$_____)
OPIS Gross Ethanol (10%) Rack Average Price for applicable TN rack							
Number 2 Diesel Fuel (ULSD)							
		Est. Qty		OPIS		Tax	Margin
Contract Payment	=	1,488,000 gallons	x	Sum of (1.7723	+	0.0029	+ \$_____)
OPIS Gross No. 2 Distillate Rack Average Price for applicable TN rack							
E85		Est. Qty		OPIS		Tax	Margin
Contract Payment	=	971,200 gallons	x	Sum of (1.7411	+	0.0024	+ \$_____)
Sum of Birmingham, AL rack average price for the applicable percentage of OPIS Gross Pure Ethanol and the applicable percentage of OPIS Gross Clear (regular unleaded)							
B20		Est. Qty		OPIS		Tax	Margin
Contract Payment	=	414,500 gallons	x	Sum of (1.7198	+	0.0029	+ \$_____)
Sum of 80% of the OPIS Gross No. 2 Distillate Price Rack Average for the applicable Tennessee rack and 20% of the OPIS Gross Wholesale B99 SME biodiesel price for Birmingham, AL							

OPIS amounts are for evaluation purposes only. Quantities are estimated annual volumes and do not constitute a guarantee of quantities to be purchased under the contract. For illustrative purposes only, a sample OPIS Newsletter is provided in Appendix 3.

¹ The percent of ethanol included in the blend is seasonal. For State Automated sites the blending ratios at time of delivery shall be:

November - March	70/30 blend
April - May	74/26 blend
June - August	79/21 blend
September - October	74/26 blend

For expediency, the derived price shall be used for both automated and retail sites. The State understands that Respondents have no control over the percent of Ethanol contained in E85 sold at retail establishments. However, for our automated sites, the expectation is that E85 will follow the desired ratios. The State also reserves the right to alter these ratios should there be a need.

TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above):	
The RFP Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.	
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}} \times 40$ (maximum possible score)	SCORE:
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>	

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 solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Response.

RFP # 32110-16101 REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: RESPONDENT NAME (completed by Respondent before reference is requested)

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

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

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

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

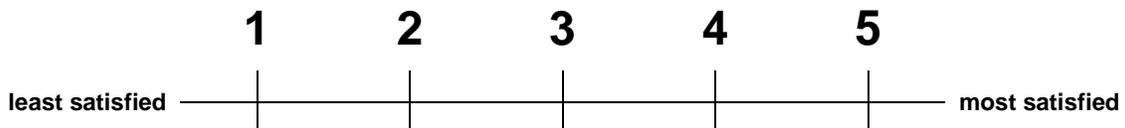
(2) **Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) **What goods or services does/did the reference subject provide to your company or organization?**

(4) **What is the level of your overall satisfaction with the reference subject as a vendor of the goods or services described above?**

Please respond by circling the appropriate number on the scale below.



If you circled 3 or less above, what could the reference subject have done to improve that rating?

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

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

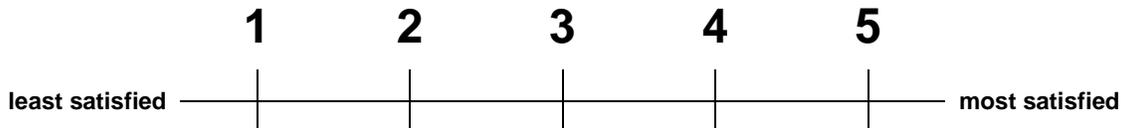
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?

- (8) In what areas of goods or service delivery does/did the reference subject excel?

- (9) In what areas of goods or service delivery does/did the reference subject fall short?

- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

- (11) Considering the staff assigned by the reference subject to deliver the goods or services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

Please respond by circling the appropriate number on the scale below.

1 2 3 4 5

least satisfied ————|—————|—————|—————|—————|————— most satisfied

What, if any, comments do you have regarding the score selected above?

- (12) Would you contract again with the reference subject for the same or similar goods or services?

Please respond by circling the appropriate number on the scale below.

1 2 3 4 5

least satisfied ————|—————|—————|—————|—————|————— most satisfied

What, if any, comments do you have regarding the score selected above?

REFERENCE SIGNATURE:

(by the individual completing this request for reference information)

(must be the same as the signature across the envelope seal)

DATE:

SCORE SUMMARY MATRIX

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 10)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 15)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
SITE PROPOSAL (maximum: 35)	SCORE:		SCORE:		SCORE:	
COST PROPOSAL (maximum: 40)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)	TOTAL SCORE:		TOTAL SCORE:		TOTAL SCORE:	

Solicitation Coordinator Signature, Printed Name & Date:

RFP # 32110-16101 *PRO FORMA* CONTRACT

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

**PRO FORMA CONTRACT
DRAFTED IN COMPLIANCE WITH CURRENT APPLICABLE MODEL**

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, DEPARTMENT OF GENERAL SERVICES ("State") and **Contractor Legal Entity Name** ("Contractor"), is for the provision of gasoline, diesel, alternative fuels and minor maintenance purchases, 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 Contract.
- A.2. The Contractor shall provide for the purchase of unleaded gasoline, diesel, E85 and B20 at retail outlets and State owned facilities using the Contractor's fleet credit card. Sales at state owned facilities will be on a consignment basis as fuel is dispensed to state vehicles. The Contractor will be responsible for the delivery and stocking of fuel at State owned facilities and for installing and maintaining electronic card readers. A complete list of State fueling locations is provided in Appendix 1. Consignment fuel requirements for state automated sites are detailed in Appendix 2.

This contract will be a restricted DGS statewide contract managed by the Tennessee Department of Transportation (TDOT). As such, TDOT is the primary user of the contract and will be responsible for the day-to-day management of the contract.

Local governmental entities may utilize this Statewide Contract (SWC). Local governmental entities are defined as local governmental units within the geographic limits of the State of Tennessee, any private nonprofit or public institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401 et seq.).

The State, however, is not responsible for the transactions between the Contractor and these entities. All local governmental entities using Statewide Contracts are expected to follow the contractual terms and conditions specified in these agreements. The Contractor is not required to provide this service to local governmental entities but is highly encouraged to do so.

This contract covers consignment fuel at State Automated sites. Providing of fuel for local government fueling sites must be at the mutual agreement between the Contractor and local government and is not covered under terms of this contract. Local governmental entities must sign Attachment 3 of this Pro Forma contract and submit the completed form to TDOT to participate in this contract.

- A.3. In addition to fuel purchased with the fleet credit card, this agreement includes the purchase of minor maintenance and repair services using the same card. These services include, but are not limited to, oil changes, car washes, roadside assistance and other automotive parts and services necessary for the safe operation of the vehicle. These products will be made available for purchase at retail locations across the entire state using a fleet credit card. All parts and/or services must be installed or performed on the vehicle at time of purchase. Prices paid for these

services will be retail prices with no mark up by the Contractor. All special offers or discounts offered to the general public for automotive parts and services are to be made available by the Contractor.

- A.4. The Contractor shall be responsible for providing all of the above referenced products to all eligible entities that desire to purchase said products at the prices specified in the contract. The Contractor shall be responsible for billing each individual entity on a separate billing statement. The responsibility for payment of the bill lies wholly with the entity and the State shares no responsibility for purchases made by other entities. Each entity will stand on their own accord in furnishing a list of vehicles authorized to obtain fuel and for designating a point of contact for reporting and billing purposes.
- A.5. Fleet fueling cards for State vehicles are to have an initial default setting of \$200 for automotive services per transaction or billing cycle. Credit limits for other vehicles will be set by the entity owning the vehicle. Vehicle operators can make purchases up to the limits and restrictions placed on the card.
- A.6. Entities reserve the right to approve purchases above card default settings, on a case-by-case basis, by providing the contractor with an authorization number (i.e., approval to override card settings). Each entity will designate in writing the names of personnel that may set credit limits and/or approve purchases exceeding card limits. The entity will be responsible for issuing their own authorization numbers and to record and monitor such purchases. This authorization must come from the entity that has ownership of the vehicle, and not a Lessee if the vehicle is leased.
- A.7. The Contractor shall provide the necessary data collection and accounting needed to maintain the State's current records and accounting system. Magnetic-Stripe cards, EMV chip cards, card readers, software, and other appurtenances necessary to provide an entirely electronic flow of data between the Contractor and the State shall be the responsibility of the Contractor. The Contractor assumes all responsibility for meeting the accounting and computer system requirements to assure the proper collection and timely transfer of data. The information is to be furnished by the Contractor to the State in a timeframe and format as shown in Section A.8. of the Pro Forma Contract. These requirements do not necessarily apply to other entities.
- A.8. At the State's request, the Contractor shall provide spend and analytical data for all contract users, as well as being able to separate billing and needed data for other users at local levels. Local governmental entities should not be allowed access to State-specific reports. While spend and analytical data shall be available to the State for all contract users, local governmental entities shall be restricted to their information only.
- A.9. The information shown below will be collected by the Contractor and supplied to State Agencies and/or local governmental entities for their respective purchases. This information is to be furnished on a weekly basis by electronic transfer. It is the Contractor's responsibility to ensure the electronic file is compatible with the State Information system. The data in the electronic file is to contain transactions occurring on Monday through the following Sunday, which coincides with the applicable OPIS rate plus the applied profit margin.

ELECTRONIC RECORD

<u>ITEM</u>	<u>MINIMUM LENGTH</u>	<u>FORMAT</u>
Transaction Document Number		Alpha/Numeric
Date of Transaction	6	MM/DD/YY
Time of Transaction	4	HH/MM
Vehicle License Number	6	Alpha/Numeric
Vehicle Description		Alpha/Numeric
Vehicle Odometer	6	999,999
Vehicle Department ID	10	Numeric
Driver Identification Number	8	Numeric

Driver Name		Alpha
Merchant Site ID		Alpha/Numeric
Merchant Name		Alpha/Numeric
Merchant Street Address		Alpha/Numeric
Merchant City, State, Zip		Alpha/Numeric
Product Code		Alpha/Numeric
Product Description		Alpha/Numeric
Product Quantity	9	999,999.999
Amount of Purchase	9	999,999.99
Tax Amount (if applicable)	9	999,999.99
MPG	3	99.9
Card Number		Numeric

Note: If minimum length column is blank, then field size is optional but must be sufficient size to capture the required information.

- A.10. Upon receipt of the invoice for the previous calendar month's transactions and its reconciliation to the accumulated weekly billings, the Contractor will be reimbursed for the total petroleum and other automotive goods and services purchased during the month. The Contractor's invoice is to list separately, amounts due for fuel, automotive goods and services and taxes.
- A.11. The Contractor is to provide reports listing all purchases made during the month sorted by State or local governmental entities, department number, license number and date.
- A.12. Each agency or local governmental entity reserves the right to reject acceptance of the electronic transfer of data if it contains "significant" pricing errors. This should be limited to situations where errors are global in nature and individual correction is not feasible. The Contractor must resubmit the data with correct prices before proceeding with the transfer for the next billing cycle.
- A.13. The Contractor shall provide magnetic-stripe cards and maps or site directories acceptable to the State with directions to the sites where the above described fuel products and other automotive goods and services may be obtained. The Contractor shall initially provide the State with copies of the maps or site directories at the contract start and then provide updates annually.

TDOT has approximately 4,500 State vehicles requiring magnetic-stripe cards. Other agencies and local governmental entities that choose to use the contract will also need cards. Each agency or local governmental entity will be responsible for providing a list of vehicles needing cards to the Contractor. The magnetic-stripe cards will be needed in a timeframe, which coincides with the implementation timeframe submitted as part of the bidder's technical proposal.

- A.14. Each card issued must identify which license tag number, department or local governmental entity and fuel product it is valid for. Also, each card is to include an abbreviated description of the vehicle (10 Chev PU, for example).
- A.15. As cards are lost or in need of replacement, the Contractor will be required to furnish new cards in a timely manner. In normal situations, the Contractor will be expected to deliver cards within one (1) business day of the request. The Contractor will not be reimbursed for making new cards or for overnight shipping, but instead, the cost of such service will be included in the margin bid for supplying fuel.

Cards for the Department of Transportation are to be delivered to:

Finance Office – Cost Accounting Section
Suite 800, James K. Polk Building
Nashville, Tennessee 37243-0329

- A.16. Each agency and local governmental entity utilizing the contract shall be responsible for their own business affairs. All communication of card requests, arranging deliveries, billing and payment of invoices is solely between the entity utilizing the contract and the Contractor. TDOT as the lead

agency on the contract shall not be the liaison between the Contractor and others, except to administer its own accounts.

- A.17. The Contractor shall, upon notification by the State, immediately terminate credit cards issued under this agreement. The State shall not be liable for any purchase or charge authorized after receipt of notice of termination or cancellation of a card.
- A.18. The Contractor shall designate an individual that will manage this contract and will be the focal point for questions and to resolve problems. The individual designated to manage the contract must be available in person or by phone during normal business hours.
- A.19. The State, as owner of the underground storage tanks, connected underground piping, ancillary equipment and any containment system, shall assume the responsibility for compliance with current and future federal, state and local laws and regulations relating to the fuel dispensing equipment and/or the operator of the system. Upon request from the Contractor, the State will provide proof of registration of the fuel dispensing equipment and compliance by the State with applicable federal, state, and local laws and regulation pertaining to the fuel dispensing system.
- A.20. The Contractor, as supplier of the fuel, shall assume the responsibility for compliance with current and future federal, state and local laws and regulations relating to fuel requirements.
- A.21. The Contractor shall recognize the importance of the State's emergency responders (Departments of Transportation, Safety and the Tennessee Emergency Management Agency) and shall strive to supply fuel to these agencies' tank locations during periods of natural disasters, declared emergencies, and fuel shortages.
- A.22. 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 general 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.23. Inspection and Acceptance. The State and local governmental entities shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State or local governmental entity determines that the goods or services are Defective, the State or local governmental entity shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State or local governmental entity. If after a period of thirty (30) days following delivery of goods or performance of services the State or local government does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State or local governmental entity.

- A.24. In the event that a new Contractor is awarded this Contract, the State and the new Contractor will develop a transition plan to ensure continuity of services.

B. TERM OF CONTRACT:

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.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Estimated Liability. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be **DOLLAR AMOUNT (\$NUMBER)** ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract."
- 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 based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Contractor shall be compensated based upon the following payment methodology:

Fuel Purchased at Retail Locations

- **Regular Unleaded Gasoline** (87-88 Octane) – "OPIS Gross Clear Rack Average" as published in the OPIS Newsletter for the close of business (4:30 pm central time) on Thursday of each week for the following "Rack" locations in Tennessee: Chattanooga, TN, Knoxville, TN, Memphis, TN and Nashville, TN plus \$_____ per gallon.
- **Unleaded Plus Gasoline** (89-90 Octane) – "OPIS Gross Clear Rack Average" as published in the OPIS Newsletter for the close of business (4:30 pm central time) on Thursday of each week for the following "Rack" locations in Tennessee: Chattanooga, TN, Knoxville, TN, Memphis, TN, and Nashville, TN plus \$_____ per gallon.
- **Premium Unleaded Gasoline** (91 and above Octane) – "OPIS Gross Clear Rack Average" as published in the OPIS Newsletter for the close of business (4:30 pm central time) on Thursday of each week for the following "Rack" locations in Tennessee: Chattanooga, TN, Knoxville, TN, Memphis, TN, and Nashville, TN plus \$_____ per gallon.
- **Number 2 Diesel Fuel** (Ultra Low Sulfur) – "OPIS Gross Ultra Low Sulfur Distillate Rack Average" as published in the OPIS Newsletter for the close of business (4:30 pm central time) on Thursday of each week for the following "Rack" locations in Tennessee:

Chattanooga, TN, Knoxville, TN, Memphis, TN, and Nashville, TN plus \$_____ per gallon.

- **E-85 Alternative Fuel Gasoline**¹ - Sum of the Birmingham, AL rack prices for the applicable percentage of “OPIS Gross Pure Ethanol” and the applicable percentage of “OPIS Gross Clear” regular unleaded, plus a margin of \$_____ per gallon.
- **B20 Biodiesel Fuel**² - Sum of 80% of the applicable Tennessee rack average for the diesel portion of the blend and 20% of the B100 price for SME biodiesel at the Birmingham, AL rack, plus a margin of \$_____ per gallon.

Out-of-State Purchases – Unleaded and Diesel will be reimbursed at the applicable Memphis, TN “rack average price” plus any applicable state taxes. In addition, the diesel portion of B20 purchased out-of-state will be priced at the Memphis diesel price.

Fuel Purchased on Consignment Basis at State Owned Fueling Locations

- **Regular Unleaded Gasoline** (87-88 Octane) – “OPIS Gross Clear Rack Average” as published in the OPIS Newsletter for the close of business (4:30 pm central time) on Thursday of each week for the following “Rack” locations in Tennessee: Chattanooga, TN, Knoxville, TN, Memphis, TN, and Nashville, TN plus \$_____ per gallon.
- **Number 2 Diesel** (Ultra Low Sulfur) – “OPIS Gross Ultra Low Sulfur Distillate Rack Average” as published in the OPIS Newsletter for the close of business (4:30 pm central time) on Thursday of each week for the following “Rack” locations in Tennessee: Chattanooga, TN, Knoxville, TN, Memphis, TN, and Nashville, TN plus \$_____ per gallon.
- **E-85 Alternative Fuel Gasoline** - Sum of the Birmingham, AL rack prices for the applicable percentage of “OPIS Gross Pure Ethanol” and the applicable percentage of “OPIS Gross Clear” regular unleaded, plus a margin of \$_____ per gallon.
- **B20 Biodiesel Fuel** - Sum of 80% of the applicable Tennessee rack for the diesel portion of the blend and 20% of the B100 price for SME biodiesel at the Birmingham, AL rack, plus a margin of \$_____ per gallon.

The State reserves the right to switch OPIS postings for equivalent fuels caused by changes in federal regulations or market trends. No extra compensation will be allowed in margin for changes in OPIS posting. Also, the State at its discretion may allow the substitution of the Wednesday close of business (COB) price in lieu of the Thursday COB price during holidays or to expedite the calculation of prices for alternative fuels. Prices must include any tax credits that are applicable to the consumer.

Prices paid for automotive goods and/or services other than fuel will be retail prices at no mark up. Any special offers or discounts offered to the general public are to be made available to users of the contract.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State or local governmental entity only for goods delivered and accepted by the State or local governmental entity 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:

¹ E-85 is defined as a blend of unleaded gasoline and ethanol, containing 70% to 85% alcohol content.

² B20 is defined as a blend of 80% petroleum diesel and 20% biodiesel.

State/Local Agency Billing Address

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
 - (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State);
 - (4) Customer account name: State/Local Agency & Division Name;
 - (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 federal and state taxes from which the State of Tennessee is exempt; this includes all federal and State of Tennessee taxes except the Leaking Underground Storage Tank Tax and Oil Spill Tax. Taxes imposed by other states and local governments apply on out-of-state purchases. Prices for alternative fuels must include any tax credits that apply and would be available to the end consumer. 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:

Lance Goad, Fiscal Director 2
Tennessee Department of Transportation
Suite 800, James K. Polk Bldg.
Nashville, TN 37243-0329
lance.goad@tn.gov
Telephone # (615) 253-4275
Fax # (615) 741-2262

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 a Party ("Breaching Party") fails to properly perform its obligations under this Contract, or if a Party materially violates any terms of this Contract ("Breach Condition"), the other Party ("Non-breaching Party") may provide written notice to the Breaching Party specifying the Breach Condition. If within thirty (30) days of notice, the Breaching Party has not cured the Breach Condition, the Non-breaching Party may terminate the Contract. In the event the Non-breaching Party is the State, the State may withhold payments in excess of compensation for completed services or provided goods. The Breaching Party shall not be relieved of liability to the Non-breaching Party for damages sustained by virtue of any breach of this Contract, and the Non-breaching Party may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

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

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the

state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party

to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.

- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for 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, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.
- 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 Estimated 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 liquidating damages; or
 - (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.
- 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 for the State to enforce the terms of this Contract.
- In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.
- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the

Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System (“TCRS”), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of “employee/employer” and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- 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 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 applicable state and federal laws and regulations in the 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. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- 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 Attachments 1-3 and Appendices 1-3.
 - 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 respondents during the procurement process to award this Contract; and,
- f. the Contractor's response seeking this Contract.

D.31. Insurance. Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number or federal employer identification number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

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

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

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

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars (\$50,000) must be approved by the State. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

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

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability Insurance

- 1) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 2) The Contractor shall maintain bodily injury/property damage with a combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars (\$2,000,000). Workers' Compensation and Employer Liability Insurance

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 and employer liability insurance in the amounts required by appropriate state statutes; or
 - ii. 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 employees 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.

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. 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.3. 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 temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.4. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor’s relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor’s services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.5. 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.6. Liquidated Damages. If a breach occurs, (“Liquidated Damages Event”), the State may assess damages on Contractor (“Liquidated Damages”). The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The Parties agree that due to the complicated nature of the Contractor’s obligations under this Contract it would be difficult to specifically designate a monetary amount for Contractor’s failure to fulfill its obligations regarding the Liquidated Damages Event as these amounts are likely to be uncertain and not easily proven. Contractor has carefully reviewed the Liquidated Damages contained in Attachment 2 and agrees that these amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of a Liquidated Damages Event, and are a reasonable

estimate of the damages that would occur from a Liquidated Damages Event. The Parties agree that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the Liquidated Damages are in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or any other sections of this Contract.

The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF GENERAL SERVICES:

MICHAEL F. PERRY, CHIEF PROCUREMENT OFFICER

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

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

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

LIQUIDATED DAMAGES

In accordance with section E.6., the parties agree that in the event the Contractor fails to fulfill the intent and spirit of this contract, the State will suffer damages. These damages are difficult to quantify in monetary values. The parties further agree that the following amounts are reasonable as liquidated damages for breaches of contract performance.

The following situations may result in liquidated damages.

SITUATION	LIQUIDATED DAMAGES
(1) Contractor no longer has a site that offers gas, diesel and motor oil in a county and the nearest available site is farther than 15 miles from the TDOT location using the most direct route. The Contractor will be given 60 days to furnish a closer site without penalty. (Damages do not apply if condition was pre-existing at contract award).	\$50 per business day following expiration of grace period.
(2) The number of available retail sites drops below 70% of the number that was available at time of contract award. The Contractor will be given 90 days as a grace period to restore the number of sites above 70%.	\$100 per business day following expiration of grace period.
(3) Contractor does not deliver requested fuel cards and or PINS within 5 business days of request. Delivery of cards at contract start-up and mass replacement due to expiration cycles do not apply. Cards allowed to expire and not replaced before their expiration date are subject to penalty immediately.	Penalty is \$2 per day per card/PIN, not to exceed a maximum of \$100 per day.
(4) Contractor does not deliver a load of fuel after 5 business days from notification of a fuel outage at an automated site. Damages do not apply when there are regional fuel shortages or inclement weather that prohibits fuel deliveries.	\$100 per business day after the 5 th day

Disclaimer: The right to invoke liquidating damages applies to the State only as determined by TDOT. It does not cover poor performance by the Contractor in administering services to local governmental entities.

For RFP # 32110-16100

Local Government: **[Insert Local Government Name]**

Address: **[Insert Local Government Address]**

Edison ID #: **[Insert Edison ID #]**

To:

**Tennessee Department of Transportation
Suite 800, James K. Polk Bldg.
Nashville, TN 37243-0329**

This is to confirm our participation in the fuel contract between the State of Tennessee, Department of Transportation (hereinafter referred to as "State") and **Contractor Name** (hereinafter referred to as "Contractor") associated with **RFP #32110-16100** regarding delivery of fuel to fueling sites for sale on a consignment basis.

I understand that, in signing this Attachment, I am making the following certifications for **enter Local Government's name** (hereinafter referred to as "Local Government"):

- a) I acknowledge and agree that the State is not responsible for the transactions between the Contractor and the Local Government. I acknowledge the Local Government has read, understands, accepts, and shall follow the contractual terms and conditions specified in the aforesaid contract between the State and Contractor associated with **RFP #32110-16101** (hereinafter referred to as "Contract"). I acknowledge that the Contractor is not required to provide this service to local governments.
- b) I certify that the fuel being purchased at discounts shall be used solely for our Local Government purposes and shall not be sold, resold, or transferred in consideration for money or any other thing of value.
- c) I certify as owner of the underground storage tanks, connected underground piping, ancillary equipment and any containment system, that the Local Government shall assume the responsibility for compliance with current and future federal, state and local laws and regulations relating to the fuel dispensing equipment and/or the operator of the system. Upon request from the Contractor or the State, the Local Government shall provide proof of registration of the fuel dispensing equipment and compliance by the Local Government with applicable federal, state, and local laws and regulation pertaining to the fuel dispensing system.
- d) I acknowledge and agree that the discount level used for fuel services is conditional, for future years, upon the cost of the fuel services at the time of purchase.
- e) I certify that I am authorized to procure and/or order fuel and other supported services for the Local Government covered by this Attachment. I certify that I am authorized to make this request on behalf of the Local Government, that I have examined this Attachment, that all of the information on this Attachment is true and correct to the best of my knowledge, that the Local Government that will be receiving discounted services under this Attachment have complied with the terms, conditions and purposes of the program, that no kickbacks were or will be paid to anyone and that false statements on this form can be punished by fine or forfeiture.
- f) I acknowledge and agree that the Local Government shall abide by any other conditions or regulations associated with Contract #xxxxx.
- g) I acknowledge and agree that the State may terminate Contract #xxxxx without cause for any reason. Said termination shall not be deemed a breach of contract by the State. In no event shall the State be liable to for compensation for any service. Upon such termination, the Local Government and all others shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- h) I acknowledge and agree that the State shall have no liability to the Local Government relative to this Contract and no liability to the Contractor relative to the Local Government's interaction with the Contractor.
- i) I acknowledge and agree that the parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in the Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- j) I acknowledge and agree that the Local Government, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101 et seq. Therefore, I acknowledge and agree that the State is not responsible for any actions in tort or contract resulting from the Local Government's interaction with the Contractor.
- k) I certify that I am authorized to sign this Attachment and bind the Local Government to its terms; and, to the best of my knowledge, information, and belief, all information provided to the State is true.

LOCAL GOVERNMENT ENTITY NAME:

LOCAL GOVERNMENT'S SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

State Automated Fueling Site Tank Capacities (In Gallons)

SITE NAME	ADDRESS	CITY	TANK #1		TANK #2		ATG Y/N	ATG MODEL	ON-LINE POLLING	ABOVE OR UNDER GROUND
			SIZE/FUEL		SIZE/FUEL					
TDOT ARLINGTON	12077 HIGHWAY 70	ARLINGTON	10,000	B20	10,000	UNL	YES	VR TLS-350	YES	U
ARLINGTON DEVELOPMENTAL CTR	11293 ARLINGTON RD	ARLINGTON	8,000	DSL			YES	VR TLS-350	YES	U
TDOT BETHEL SPRINGS	4239 MAINE STREET	BETHEL SPRS	8,000	UNL	8,000	DSL	YES	VR TLS-350	YES	U
TDOT CHATTANOOGA	4005 CROMWELL ROAD	CHATTANOOGA	8,000	B20	12,000	E85	NO			A
TDOT CLARKSVILLE	1918 WILMA RUDOLPH BLVD	CLARKSVILLE	10,000	UNL	10,000	DSL	YES	VR TLS-350	YES	U
TDOT COOKEVILLE	491 FERRELL DRIVE	COOKEVILLE	20,000	UNL	10,000	B20	YES	VR TLS-350	YES	U
TDOT CROSSVILLE	2472 HIGHWAY 127 SOUTH	CROSSVILLE	6,000	UNL	10,000	B20	YES	VR TLS-350	YES	U
TDOT DUNLAP	17181 RANKIN DRIVE	DUNLAP	10,000	DSL	10,000	UNL	YES	VR TLS-350	YES	U
TDOT ERIN	356 OLD HIGHWAY 149	ERIN	1,000	DSL	1,000	UNL	NO			A
DOS FALL BRANCH	184 JOE R MC CRARY RD	FALL BRANCH	12,000	UNL			YES	VR TLS-350	NO	U
TDOT GAINESBORO	1101 KERMIT DR	GAINESBORO	1,000	DSL	1,000	DSL	NO			A
TDOT GALLATIN	1215 HARTSVILLE PIKE	GALLATIN	10,000	DSL	10,000	UNL	YES	VR TLS-350	YES	U
TDOT HARRIMAN	1951 SOUTH ROANE SR	HARRIMAN	10,000	UNL	10,000	DSL	YES	VR TLS-350	YES	U
FORT PILLOW CORRECTIONAL	RT 2 GREENS CHAPEL RD	HENNING	8,000	UNL			YES	VR TLS-350	YES	U
TDOT JACKSON BACK	103 BENCHMARK PLACE	JACKSON	10,000	B20			YES	VR TLS-350	YES	U
TDOT JACKSON FRONT	103 BENCHMARK PLACE	JACKSON	10,000	E85			YES	VR TLS-350	YES	U
TDOT JOHNSON CITY	3213 NORTH ROANE STREET	JOHNSON CITY	10,000	B20	10,000	UNL	YES	VR TLS-350	YES	U
TDOT KNOXVILLE	7315 REGION LN	KNOXVILLE	20,000	E85	6,000	B20	YES	VR TLS-350	YES	U
TDOT KNOXVILLE	1045 MAINTENANCE LN	KNOXVILLE	20,000	B20	10,000	E85	YES	VR TLS-350	YES	U
TDOT LAFOLLETTE	2841 GEN.CARL W. STINER HWY	LA FOLLETTE	6,000	DSL	6,000	UNL	YES	VR TLS-350	YES	U
TDOT LAWRENCEBURG	1213 N LOCUST	LAWRENCEBURG	10,000	DSL	10,000	UNL	YES	VR TLS-350	YES	U
TDOT LEWISBURG	2099 FAYETTEVILLE HWY	BELFAST	10,000	DSL	10,000	UNL	YES	VR TLS-350	YES	U
TDOT MCEWEN	10241 HWY 70 E	MCEWEN	10,000	DSL	10,000	UNL	YES	VR TLS-350	YES	U
TDOT MCKENZIE	341 NORTH HIGHLAND DR	MCKENZIE	10,000	UNL	10,000	DSL	YES	VR TLS-350	YES	U
TDOT MORRISTOWN	1825 STATE STREET	MORRISTOWN	6,000	UNL	6,000	DSL	YES	VR TLS-350	YES	U
TDOT NASH FLOATING MAINT	6630 CENTENNIAL BLVD	NASHVILLE	8,000	B20	4,000	DSL	YES	VR TLS-350	YES	U
TENNESSEE STATE UNIVERSITY	3520 JOHN A MERRITT BLVD	NASHVILLE	10,000	UNL	8,000	DSL	NO			U
TDOT NASHVILLE	6601 CENTENNIAL BLVD	NASHVILLE	10,000	B20	10,000	UNL	YES	VR TLS-350	YES	U
TDOT NASHVILLE	6601 CENTENNIAL BLVD FRT	NASHVILLE	10,000	UNL			YES	VR TLS-350	YES	U
TDOT NASHVILLE	6601 CENTENNIAL BLVD FRT	NASHVILLE	10,000	E85			YES	VR TLS-350	YES	A
DOS EZELL PIKE	225 EZELL PIKE	NASHVILLE	10,000	UNL			YES	VR TLS-350	YES	U
DOS FOSTER AVE.	1150 FOSTER AVE.	NASHVILLE	9,000	UNL			YES	VR TLS-350	YES	U
TDOT NEWBERN	11118 HIGHWAY 211 NORTH	NEWBERN	10,000	DSL	10,000	UNL	YES	VR TLS-350	YES	U
TDOT NEWPORT	1050 COSBY HIGHWAY	NEWPORT	10,000	DSL	10,000	UNL	YES	VR TLS-350	YES	U
TDOT SPARTA	500 STATE LANE	SPARTA	2,000	DSL			NO			A
TDOT TULLAHOMA	1208 EST CARROLL STREET	TULLAHOMA	10,000	UNL	10,000	DSL	YES	VR TLS-350	YES	U

Note: Tank Capacities for all locations are approximate. The actual fuel amount that tanks hold may vary. The State, as owner of the underground storage tanks, connected underground piping, ancillary equipment, and any containment system, shall assume the responsibility for compliance with current and future federal, state, and local laws and regulations relating to the fuel dispensing equipment and/or the operator of the system. Upon request from the Respondent, the State will provide proof of registration of the fuel dispensing equipment and compliance by the State with applicable federal, state, and local laws and regulations pertaining to the fuel dispensing system.

Mansfield Petroleum is the owner of the fuel at TDOT automated locations. It will be the responsibility of the Contractor to negotiate a transfer of ownership settlement for fuel owned by Mansfield and to install electronic card readers at automated locations.

Consignment Fuel Requirements

Diesel

Diesel fuel shall meet the most recent version of ASTM D975, Standard Specification for "Diesel Fuel Oils". The diesel fuel shall be grade No. 2-D S15.

Workmanship - Workmanship shall be determined using ASTM D4176, Procedure 1.

Low Temperature Performance

The low temperature performance of the diesel shall be defined by the following two properties: Cloud Point (ASTM D2500) and Low Temperature Flow Test (LTFT) (ASTM D4539). Unless a more restrictive cloud point limit is specified in the contract schedule.

- a. The cloud point tested in accordance with ASTM D2500 shall be equal to or lower than 2.5 degrees C below the tenth percentile minimum ambient temperature in the geographical area and seasonal time frame in which the diesel is to be used, as specified in ASTM D975, and
- b. The maximum LTFT of the fuel shall be at least 5 degrees C below the tenth percentile minimum ambient temperature in the geographical area and seasonal timeframe in which the diesel is to be used, as specified in ASTM D975.

Vendors shall be responsible to stabilize the fuel from October thru March, thereby eliminating the "cold flow" or jelling problems. This can be achieved thru the use of additives and/or the addition of grade No. 1-DS15 diesel. This cost shall be covered in your bid price to us and failure to provide this may be considered in the evaluation of your bid document.

The State of Tennessee shall retain the right to sample diesel loads at any time for internal testing. Samples shall be tested for compliance to ASTM D975 standard specifications. Vendor will be responsible for the pick-up and replacement of any diesel that is found to be out of specifications. All cost will be the responsibility of the vendor.

B-20

A. Composition:

Product shall consist of a blend of 20 percent (plus or minus one percent) mono-alkyl esters of long chain fatty acids (biodiesel) and 80 percent diesel fuel. The biodiesel shall be derived from virgin vegetable oil and/or yellow grease feed stocks. The biodiesel fuel used in the blend must conform to the requirements of the most recent edition of ASTM D 6751, grade S15. The diesel fuel must conform to the most recent edition of ASTM D975, grade No. 2-D S15.

B. Performance

The finished biodiesel blend shall conform to the following requirements:

1. The final biodiesel blend shall conform to the most recent edition of ASTM D7467.
2. Workmanship shall be determined using ASTM D4176, Procedure 1
3. Low Temperature Performance

The lower temperature performance of the B-20 shall be defined by one of the following two properties: Cloud Point (ASTM D2500) and Low Temperature Flow Test (LIFT) (ASTM D4539), unless a more restrictive cloud point limit is specified in the contract schedule.

- a. The cloud point tested in accordance with ASTM D2500 shall be equal to or lower than 2.5 degrees C below the tenth percentile minimum ambient temperature in the geographical area and seasonal time frame in which the B-20 is to be used, as specified in ASTM D7467, and
- b. The maximum LTFT of the B20 shall be at least 5 degrees C below the tenth percentile minimum ambient temperature in the geographical area and seasonal timeframe in which the B20 is to be used, as specified in ASTM D7467.

Vendors shall be responsible to stabilize the fuel from October thru March, thereby eliminating the "cold flow" or jelling problems. This can be achieved thru the use of additives and/or the addition of grade No. 1-DS15 diesel. This cost shall be covered in your bid price to us and failure to provide this may be considered in the evaluation of your bid document.

- C. Blending:
Product shall be blended prior to delivery. Manifold blending at time of delivery and blending in the receipt tank is not permitted. The resultant blended product must meet all performance requirements specified in the contract.
- D. Environmental Protection Agency (EPA) Registration:
B100 product must be EPA registered in accordance with 40 CFR Part 79, Registration of Fuels and Fuel Additives. The Contractor shall provide a copy of the EPA registration letter with their proposal.
- E. Additives
Vendors shall be responsible to combine any additives to the B-20 to combat any fungus growth in the fuel tanks. This cost shall be covered in your bid price to us and failure to provide this may be considered in the evaluation of your bid document.
- F. Testing of Product:
The State of Tennessee shall retain the right to sample B20 loads at any time for internal testing. Samples shall be tested for the aforementioned "B20 Parameters" and for Low Temperature Performance (when applicable). Vendor will be responsible for the pick-up and replacement of any B-20 found to be out of specification for "B20 Parameters" and/or Low Temperature (when applicable). All cost will be the responsibility of the vendor.

Gasoline and Gasoline-Oxygenate Blends

Gasoline and Gasoline-Oxygenate Blends shall meet the most recent version of ASTM D4814 "Standard Specification for Automotive Spark-Ignition Engine Fuel" except for the permissible offsets for ethanol blends as provided below.

Gasoline-Oxygenate Blends – shall contain no more than 10 volume percent ethanol. For other oxygenates, blends shall contain no more than 2.0 mass percent oxygen except fuels containing aliphatic ethers and/or alcohols (excluding methanol) shall contain no more than 2.7 mass percent oxygen.

Gasoline-Ethanol Blends – When gasoline is blended with 1 to 10 volume percent ethanol, the ethanol shall meet the requirements of ASTM D4806 and the blend shall meet ASTM D4814 with the following permissible exceptions:

- The maximum vapor pressure shall not exceed the ASTM D4814 limits by more than 1.0 psi for:
 - Only 9 to 10 volume percent ethanol blends from June 1 through September 15.
 - All blends of 1 to 10 volume percent ethanol from September 16 through May 31.
- The minimum temperature for a Vapor-Liquid Ratio of 20 for the applicable vapor lock protection class for gasoline-ethanol blends shall be as follows:
 - Class 4 shall be 41.5 °C (107 °F)
 - Class 5 shall be 39 °C (102 °F)

The State of Tennessee shall retain the right to sample gasoline loads at any time for internal testing. Samples shall be tested for compliance to ASTM D4814 standard specifications. Vendor will be responsible for the pick-up and replacement of any diesel that is found to be out of specifications. All cost will be the responsibility of the vendor.

E-85

E85 Fuel shall meet the most recent version of ASTM D5798, Standard Specification for fuel ethanol (Ed75-Ed85) for automotive spark ignition engines.

The State of Tennessee shall retain the right to sample E-85 loads at any time for internal testing. Samples shall be tested for compliance to ASTM D5798 standard specifications. Vendor will be responsible for the pick-up and replacement of any E-85 that are found by the third-party lab to be out of specifications. All cost will be the responsibility of the vendor.

**SAMPLE OPIS NEWSLETTER FOR
CONSIGNMENT FUEL PRICING
(Week ending November 8, 2015)**

UNLEADED FUELS

NASHVILLE, TN

2015-11-05 17:07:38 EST

OPIS CLOSING BENCHMARK FILE
OPIS GROSS CBOB ETHANOL(10%) PRICES

9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
Placid	u Net	148.55	- 5.00	169.55	- 5.00	191.40	- 5.00	11/04	18:00
Valero	b 1-10	149.60	- 4.75	164.60	- 4.75	196.60	- 4.75	11/04	18:00
Valero	u N-10	149.60	- 6.25	169.60	- 6.25	200.60	- 6.25	11/04	18:00
Murphy	u N-12	150.35	- 3.40	175.35	- 3.40	200.20	- 3.30	11/04	18:00
Sunoco	b 1-10	150.38	- 3.88	161.98	- 3.88	197.68	- 3.89	11/04	18:00
BP	b 1-10	150.47	- 4.23	165.97	- 4.23	196.47	- 4.23	11/04	18:00
Shell	u N-10	150.60	- 4.50	169.60	- 4.50	200.60	- 4.50	11/04	18:00
Citgo	b 1-10	150.67	- 3.50	163.08	- 3.50	194.65	- 8.00	11/04	18:00
FlntHlsRs	u N-10	150.80	- 6.00	164.80	- 6.00	210.80	+ 9.00	11/04	18:00
Marathon	b 1-10	150.81	- 2.98	166.04	- 2.98	196.52	- 2.97	11/04	18:00
PSX	u N-10	150.85	- 4.70	170.85	- 4.70	197.35	- 4.70	11/04	18:00
XOM	b 1-10	151.25	- 3.40	167.35	- 3.40	199.25	- 3.40	11/04	19:00
MPC2	b 1-10	151.31	- 2.98	166.55	+ .05	197.02	- 2.98	11/04	18:00
Shell	b 125-3	151.36	- 4.05	168.58	- 4.05	199.97	- 4.05	11/04	18:00
Mystik	b 1-12	151.87	- 4.00	167.68	- 4.00	200.65	- 4.00	11/04	18:00
Global	u 1-10	153.13	- 4.55	172.32	- 4.55	203.64	- 4.54	11/04	18:00
TransMont	u N-10	153.28	- 4.99	-- --	-- --	207.29	- 8.39	11/04	18:00
Citgo	u 1-10	153.70	- 2.60	170.70	- 2.60	204.20	- 2.60	11/04	18:00
Marathon	u N-10	154.70	- 4.80	171.37	- 4.80	204.70	- 4.80	11/04	18:00
PSX	b 1-10	-- --	-- --	164.91	- 4.05	198.49	- 4.05	11/04	18:00
LOW RACK		148.55		161.98		191.40			
HIGH RACK		154.70		175.35		210.80			
RACK AVG		151.23		167.94		199.90			
OPIS GULF COAST DELIVERED SPOT (SRI)									
FOB NASHVILLE		145.76		-- --		168.04			
BRD LOW RACK		149.60		161.98		194.65			
BRD HIGH RACK		151.87		168.58		200.65			
BRD RACK AVG		150.86		165.67		197.73			
UBD LOW RACK		148.55		164.80		191.40			
UBD HIGH RACK		154.70		175.35		210.80			
UBD RACK AVG		151.56		170.46		202.08			
CONT AVG-11/05		151.23		167.94		199.90			
CONT LOW-11/05		148.55		161.98		191.40			
CONT HIGH-11/05		154.70		175.35		210.80			

**REGULAR
UNLEADED
\$1.5123**

**PREMIUM
UNLEADED
\$1.9990**

**PLUS
UNLEADED
\$1.6794**

DIESEL FUEL

NASHVILLE, TN

2015-11-05 17:07:38 EST

OPIS CLOSING BENCHMARK FILE
 OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES

	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
Huguenot	u N-10	150.60o	+ 1.10	-- --	-- --	-- --	-- --	11/04	18:00
Musket	u N-10	160.24o	+ 2.00	-- --	-- --	-- --	-- --	11/04	18:00
Placid	u Net	171.80	-10.00	-- --	-- --	-- --	-- --	11/04	18:00
PSX	u N-10	172.90	- 8.00	-- --	-- --	-- --	-- --	11/04	18:00
Noble	u N-10	173.00	- 4.75	-- --	-- --	-- --	-- --	11/04	18:00
CHS UFM	u 1-10	173.13	- 9.22	-- --	-- --	-- --	-- --	11/04	18:00
Shell	u N-10	174.90	- 8.44	-- --	-- --	-- --	-- --	11/04	18:00
Valero	u N-10	176.50	- 8.10	-- --	-- --	-- --	-- --	11/04	18:00
TransMont	u N-10	176.56	- 8.44	-- --	-- --	-- --	-- --	11/04	18:00
Marathon	u N-10	176.95	- 5.90	-- --	-- --	-- --	-- --	11/04	18:00
PSX	b 1-10	177.35	- 8.00	-- --	-- --	-- --	-- --	11/04	18:00
Valero	b 1-10	177.40	- 8.90	-- --	-- --	-- --	-- --	11/04	18:00
Sunoco	b 1-10	177.59	+ 1.29	-- --	-- --	-- --	-- --	11/04	18:00
XOM	b 1-10	177.90	- 7.20	-- --	-- --	-- --	-- --	11/04	19:00
BP	b 1-10	178.19	- 5.85	-- --	-- --	-- --	-- --	11/04	18:00
Murphy	u N-12	178.59	- 7.28	-- --	-- --	-- --	-- --	11/04	18:00
Citgo	b 1-10	179.70	- 8.40	-- --	-- --	-- --	-- --	11/04	18:00
Citgo	u 1-10	179.70	- 8.40	-- --	-- --	-- --	-- --	11/04	18:00
Mystik	b 1-12	179.70	- 8.40	-- --	-- --	-- --	-- --	11/04	18:00
Marathon	b 1-10	179.75	- 5.96	-- --	-- --	-- --	-- --	11/04	18:00
FlntHlsRs	u N-10	185.75	- 8.50	-- --	-- --	-- --	-- --	11/04	18:00
LOW RACK		171.80		-- --	-- --	-- --	-- --		
HIGH RACK		185.75		-- --	-- --	-- --	-- --		
RACK AVG		177.23		-- --	-- --	-- --	-- --		
OPIS GULF COAST SPOT MEAN			- 11/04						
FOB COLONIAL		144.325		-- --	-- --	-- --	-- --		
OPIS GULF COAST DELIVERED SPOT (SRI)									
FOB NASHVILLE		148.14		-- --	-- --	-- --	-- --		
BRD LOW RACK		177.35		-- --	-- --	-- --	-- --		
BRD HIGH RACK		179.75		-- --	-- --	-- --	-- --		
BRD RACK AVG		178.45		-- --	-- --	-- --	-- --		
UBD LOW RACK		171.80		-- --	-- --	-- --	-- --		
UBD HIGH RACK		185.75		-- --	-- --	-- --	-- --		
UBD RACK AVG		176.34		-- --	-- --	-- --	-- --		
CONT AVG-11/05		177.23		-- --	-- --	-- --	-- --		
CONT LOW-11/05		171.80		-- --	-- --	-- --	-- --		
CONT HIGH-11/05		185.75		-- --	-- --	-- --	-- --		

**ULTRA LOW
SULFUR
DIESEL**

\$1.7723

o=out of product

E85 ALTERNATIVE FUEL

BIRMINGHAM, AL

2015-11-06 17:04:13 EST

****OPIS CLOSING BENCHMARK FILE****
****OPIS GROSS PURE ETHANOL PRICES****

	Terms	w/out RINS	Move	with RINS	Move	Date	Time
AlliedEn	u N-10	176.10	- 3.00	---	---	11/05	18:00
LOW RACK		176.10		---	---		
HIGH RACK		176.10		---	---		
RACK AVG		176.10		---	---		
UBD LOW RACK		176.10		---	---		
UBD HIGH RACK		176.10		---	---		
UBD RACK AVG		176.10		---	---		
CONT AVG-11/06		176.10		---	---		
CONT LOW-11/06		176.10		---	---		
CONT HIGH-11/06		176.10		---	---		

PURE ETHANOL
\$1.7610

TOTAL ETHANOL AVG 176.10

BIRMINGHAM, AL

2015-11-06 17:04:13 EST

****OPIS CLOSING BENCHMARK FILE****
****OPIS GROSS CLEAR PRICES****

9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
Murphy	u N-12	164.80	- 6.49	178.80	- 6.49	192.80	- 6.49	11/05	18:00
AlliedEn	u N-10	165.00	- 7.00	179.50	- 7.00	199.00	- 7.00	11/05	18:00
PSX	u N-10	173.80	- 8.60	---	---	191.90	- 6.20	11/05	18:00
GULF-GIE	u Net	174.30	- 9.20	---	---	196.70	- 6.50	11/05	18:00
FlntHlsRs	u N-10	---	---	---	---	191.05	- 6.50	11/05	18:00
Hunt	u N-10	---	---	---	---	210.95	-10.60	11/05	18:00
Marathon	b 1-10	---	---	---	---	189.90	- 9.70	11/05	18:00
Marathon	u N-10	---	---	---	---	187.00	- 9.60	11/05	18:00
PSX	b 1-10	---	---	---	---	197.17	- 8.35	11/05	18:00
Valero	u N-10	---	---	---	---	188.72	- 8.18	11/05	18:00
LOW RACK		164.80		178.80		187.00			
HIGH RACK		174.30		179.50		210.95			
RACK AVG		169.48		179.15		194.52			
OPIS GULF COAST SPOT MEAN			- 11/05						
FOB COLONIAL		132.600		---		---			
OPIS GULF COAST DELIVERED SPOT (SRI)									
FOB BIRMINGHAM		136.04		145.34		159.29			
BRD LOW RACK		---		---		189.90			
BRD HIGH RACK		---		---		197.17			
BRD RACK AVG		---		---		193.54			
UBD LOW RACK		164.80		178.80		187.00			
UBD HIGH RACK		174.30		179.50		210.95			
UBD RACK AVG		169.48		179.15		194.77			
CONT AVG-11/06		169.48		179.15		194.52			
CONT LOW-11/06		164.80		178.80		187.00			
CONT HIGH-11/06		174.30		179.50		210.95			

CONV. CLEAR REGULAR UNLEADED
\$1.6948

BIRMINGHAM, AL

LOW RETAIL	179.50
AVG RETAIL	192.54
LOW RETAIL EX-TAX	140.61
AVG RETAIL EX-TAX	153.36

Calculation of E85 Price

OPIS Gross Pure Ethanol price	\$1.7610	x .70	=	\$1.2327
OPIS Conv. Clear Regular Unleaded price	\$1.6948	x .30	=	<u>\$0.5084</u>
				\$1.7411

*Blending ratios for calculation of price and delivery to state automated sites. The same base price is used for purchases of E85 at retail establishments plus the applicable margin bid.

JAN, FEB, MAR, NOV & DEC	70/30 Blend
APR, MAY, SEP & OCT	74/26 Blend
JUN, JUL & AUG	79/21 Blend

B20 ALTERNATIVE FUEL

BIRMINGHAM, AL

11/05/2015

OPIS GROSS WHOLESALE B99 SME BIODIESEL PRICES						
Terms	B99	B99	Move	Move	Move	
	w/o RIN	w/RIN		Date	Time	
AlliedEn u N-10	151.00	-----	- 6.50	11/04	19:00	
LOW RACK	151.00	-----				
HIGH RACK	151.00	-----				
AVG RACK	151.00	-----				
CONT AVG	151.00	-----				
CONT LOW	151.00	-----				
CONT HIGH	151.00	-----				
Total B99 Avg	151.00					

**Biodiesel portion
of B20 Blend
\$1.5100**

Calculation of B20 Price

OPIS Gross ULSD No. 2 Distillate price *	\$1.7723	x .80	=	\$1.4178
OPIS Gross SME Biodiesel B99 price	\$1.5100	x .20	=	<u>\$0.3020</u>
				\$1.7198

*Price shown is for the Nashville rack. The price that applies is the appropriate Tennessee rack price for the delivery location.

Note: OPIS prices are per hundred gallons. Bidders are bidding on a margin per gallon in RFP Attachment 6.5. Your margin must be indicated on a per gallon basis.