



STATE OF TENNESSEE  
**Department of General Services**

**REQUEST FOR PROPOSALS**  
**FOR**  
**Natchez Trace Survey**  
**SBC Project No. 100/001-01-2020**

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**Release Date: September 10, 2020**

## 1. INTRODUCTION

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The State of Tennessee Real Estate Asset Management (“STREAM”), an agency of the State of Tennessee, on behalf of the Department of Agriculture, hereinafter referred to as “the State,” has issued this Request for Proposals (“RFP”) to define the State’s minimum service requirements, solicit responses, detail response requirements, and, outline the State’s process for evaluating responses and selecting a Surveyor for Natchez Trace State Forest.

Through this RFP, the State seeks to contract for the requested services and to give ALL qualified businesses, including those that are owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, opportunity to do business with the State as contractors and subcontractors.

### 1.1. Statement of Procurement Purpose and Project Description

The State is seeking a Tennessee Licensed Professional Land Surveyor to conduct professional surveying services. The scope will include resurveying approximately 51.5 miles of the Natchez Trace State Forest eastern boundary in Benton, Carroll, and Henderson Counties in Tennessee. The surveys must be complete within the timeline pursuant to the Pro Forma Contract, RFP Attachment 6.6.

Attached to this RFP are maps of the Natchez Trace State Forest to be included in the surveying. RFP Attachment 6.5.A is the Natchez Trace State Forest, RFP Attachment 6.5.B. is the Trace Lines Survey North, RFP Attachment 6.5.C. is the Trace Lines Survey South, and RFP Attachment 6.5.D Terrain.

Approximate locations include: North=27.5 miles, South 1=14.6 miles, South 2=4.16 miles. Outparcel North=3.4 miles. Outparcel South=1.8 miles.

Scope to include the following:

Purchase and installation of new corner pre-cast concrete monuments (equal to Berntsen 4”x4”x30” with 2.5 Diam. bronze domed marker) where missing. Assume 20% missing of 335 total. Old marker debris, removed from the site, is to be handed over to Forestry staff at a location to be determined.

Purchase and installation of new fiberglass markers every 250’ ft (equal to Berntsen 72” dual-sided with decals).

The Deed will be provided by Forestry upon award of the contract.

The evaluation will be a two-phase process:

#### **Phase One (Technical Qualifications):**

**Part One - Technical Response Evaluation (RFP Attachment 6.2., Section A - Mandatory Qualifications (Pass/Fail):** Only the Respondents that meet all mandatory qualifications will move on to Part Two to be evaluated by the evaluation team.

**Part Two - Technical Response Evaluation (RFP Attachment 6.2., Sections B and C):**

Only the Respondents that have a minimum technical score (for Sections B and C) of fifty (50) points will be invited to move to Phase Two (Cost).

**Phase Two (Cost):**

Only the qualified Respondents will be sent an editable version of the Cost Proposal (RFP Attachment 6.3.), and instructions on how to provide the Cost Proposal to the RFP Coordinator via email. The cost proposal will be calculated and evaluated.

1.2. **Project Expectations**

Responding firms should have expertise in, and have licensed individuals on staff, who demonstrate substantial experience and knowledge in full surveying services in rough and remote terrain with the capability and equipment to access all areas. Qualifications statements in response to this RFP shall be submitted in accordance with the requirements provided herein.

Refer to the Pro Forma Contract (attached as RFP Attachment 6.6. for specific deliverable requirements.

1.3. **Contract Period, & Required Terms and Conditions**

*Pro Forma* Contract (attached as RFP Attachment 6.6.), and Contract Attachments, detail the State's requirements.

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

1.4. **Nondiscrimination**

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

1.5. **RFP Communications**

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

**SBC Project No. 100/001-01-2020**

1.5.2. **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.**

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

Nickie Smith, RFP Coordinator  
Department of General Services  
Phone: 615-428-9840  
Email: [Nickie.Smith@tn.gov](mailto:Nickie.Smith@tn.gov)

1.5.2.2. 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/](http://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:

Daphne Hall, DGS Compliance and Safety Manager  
Department of General Services  
William R. Snodgrass Tennessee Tower, 24th Floor  
312 Rosa L. Parks Avenue  
Phone: (615) 253-2561  
Email: [Daphne.Hall@tn.gov](mailto:Daphne.Hall@tn.gov)

1.5.3. 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.

1.5.4. 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.

1.5.5. 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.

- 1.5.6. 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 1.9.).
- 1.5.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website:  
  
<https://www.tn.gov/generalservices/real-estate-/redirect-stream/contractors/requests-for-proposal--rfps-.html>
- 1.5.8. 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.
- 1.5.9. 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.

1.6. **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 RFP Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

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

- 1.7.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the *Pro Forma* Contract (attached as RFP Attachment 6.6.), and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.7.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.7.3. 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.

1.9. **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 RFP 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.**

#### 1.10. **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 (all dates are state business days)
1. RFP Issued		September 10, 2020
2. Disability Accommodation Request Deadline	.	September 14, 2020
3. Notice of Intent to Respond Deadline		September 15, 2020
4. Deadline to Submit Written "Questions & Comments."	2:00 p.m.	September 22, 2020
5. State Response to Written "Questions & Comments."		September 29, 2020
6. Technical Response Deadline	2:00 p.m.	October 6, 2020
7. State Completion of Technical Response Evaluations and Notification Released Listing Respondents who qualify and are invited to submit a Cost Proposal Response (RFP Attachment 6.3.). Email Delivery Instructions will be sent to the qualified Respondents.		October 13, 2020
8. Cost Proposal Response Deadline (via email submittal)	2:00 p.m.	October 22, 2020
9. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection		October 28, 2020
10. State Building Commission ("SBC") Approval Sought		November 12, 2020
11. State sends contract to Respondent for signature		November 12, 2020
12. Respondent Signature Deadline	.	November 30, 2020

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 1.9.).

### 3. RESPONSE REQUIREMENTS

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#### 3.1. Response Form

- 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 prepared concisely, 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 oversized 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. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

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

- 3.1.2.1. A Respondent must only record the proposed total Survey Cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information. Refer to Contract Section C for modifiers and descriptions.
- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.
- 3.1.2.3. A Respondent must sign and date the Cost Proposal.
- 3.1.2.4. Qualified Respondents must submit the Cost Proposal to the State via email. The RFP Coordinator will send instructions to the Qualified Respondents (refer to RFP Section 2). Cost Proposals are NOT to be included with the Technical Response.

## 3.2. **Response Delivery**

- 3.2.1. A Respondent must ensure that the Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP.
- 3.2.2. All Respondents must submit their Technical Response as specified below (**Only qualified Respondents will email a Cost Proposal at a later time, refer to RFP Section 3.2.3.**)

All Technical Responses shall be **emailed** to:

Nickie Smith, RFP Coordinator  
Department of General Services

Email: [Nickie.Smith@tn.gov](mailto:Nickie.Smith@tn.gov)

**The Subject of the email should be:**

**SBC Project No. 100/001-01-2020 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"**

- 3.2.3. The RFP Coordinator will email the editable Cost Proposal (refer to RFP Attachment 6.3.) with instructions to **ONLY** those Respondents that qualify to submit a Cost Proposal. The completed Cost Proposals will be **emailed** to the RFP Coordinator. Refer to RFP Section 2, Schedule of Events detailing when instructions for the Cost Proposal will be emailed to those that qualify.

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

**3.3. 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 and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.
- 3.3.7. A Respondent must not submit a response as a prime Respondent while also permitting one or more other Respondents to offer the Respondent as a sub-Respondent 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 sub-Respondent or as a part of their responses (provided that the sub-Respondent does not also submit a response as a prime Respondent).
- 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. **Conflict of Interest**

3.4.1. This RFP is also subject to Tennessee Code Annotated, Section 12-4-101.

3.4.2. This RFP is also subject to State Building Commission Policy and Procedure 12.

3.5. **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.

3.6. **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.

3.7. **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

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### 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 1.9.). 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 Respondent to strict compliance with this RFP.

### 4.4. Assignment

The Respondent 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.

### 4.5. Insurance

The State will require the apparent successful Respondent to provide proof of insurance coverage as required by the *Pro Forma* Contract (attached as RFP Attachment 6.6.). Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the State shall be in form and substance acceptable to the State. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be able to provide an active certificate of professional liability insurance coverage in minimum per-occurrence amount of \$1,000,000.00.

#### 4.6. **Professional Licensure and Department of Revenue Registration**

- 4.6.1. Before the response to this RFP is submitted, the Respondent (and Respondent employees and subcontractors, as applicable), shall hold all necessary, appropriate business and professional licenses to provide service as required. The Respondent must have an active State of Tennessee "Land Surveyor" license.
- 4.6.2. 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.
- 4.6.3. Before a response is delivered Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the services as required by the *Pro Forma* Contract.
- 4.6.4. All Respondents to this RFP must be properly licensed in accordance with the Authority Having Jurisdiction.
- 4.6.5. Respondent shall complete the Response Package Cover Sheet, RFP Attachment 6.4. which is to be emailed as the cover sheet with the proposal package.
- 4.6.6. 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 Respondent 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.

#### 4.7. **Disclosure of Response Contents**

- 4.7.1. 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.
- 4.7.2. 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.
- 4.7.3. 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).

#### 4.8. **Contract Approval and Contract Payments**

4.8.1. After contract award, the Respondent who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.

4.8.2. This RFP and its Respondent 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 Respondent and after the Contract is approved by all other state officials as required by applicable laws and regulations.

4.8.3. 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.

4.8.3.1. 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 Respondent, even goods delivered or services rendered in good faith and even if the Respondent 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.

4.8.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (attached as RFP Attachment 6.6., Section C).

#### 4.9. **Performance**

The Respondent who is awarded the Contract will be responsible for the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All services are subject to review 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 Respondent must cooperate with such efforts.

#### 4.10. **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.

#### 4.11. **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

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### 5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of proposals and will award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each apparently responsive proposal.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
<b>Qualifications, Experience &amp; Approach</b> (refer to RFP Attachment 6.2., Section B)	<b>30</b>
<b>Technical Qualifications, Experience &amp; Approach</b> (refer to RFP Attachment 6.2., Section C)	<b>40</b>
<b>Cost Proposal</b> (refer to RFP Attachment 6.3.)	<b>30</b>

### 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.)

The proposal evaluation will be a two-phase process; a Technical Response Evaluation (containing Qualifications, Experience & Technical Approach) and a Cost Proposal evaluation. The apparent best evaluated Respondent will be identified by the Proposal having the highest total combined score in both phases.

5.2.1. **Phase One - Technical Response Evaluation.** The RFP Coordinator and the Proposal Evaluation Team (consisting of three 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 RFP Coordinator will review each Mandatory Requirement (See RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements) to determine compliance. If the RFP Coordinator determines that a response failed to meet one or more of the mandatory requirements, the RFP Coordinator shall seek the advice of an attorney on the staff of the Department of General Services who will review the proposal and document his/her 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 RFP Coordinator will calculate the average 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.

The proposal score will be used in the following formula to determine the points a Respondent will receive for the Technical proposal:

$$\left( \frac{\text{Score for Proposal Being Evaluated}}{\text{Highest Scoring Proposal}} \right) \times \text{Maximum Technical Points} = \text{Technical Proposal Points}$$

- 5.2.1.5. The Respondents with Technical Proposal Points of **fifty (50)** or above will move forward to Phase Two – Cost Proposal Evaluation. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies a 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 and the Respondents proposal will be rejected.
- 5.2.2. **Phase Two - Cost Proposal Evaluation.** The RFP Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to meet the qualifications in RFP Section 5.2.1.5. and record each Cost Proposal score in accordance with RFP Attachment 6.3., Cost Proposal & Scoring Guide. The Cost Proposal containing the lowest total evaluation cost amount for the cost proposal section will receive the maximum score of thirty (30) points. The combined cost points will be used in the

following formula to determine the score a Respondent will receive for the Cost Proposal:

$$\left( \frac{\text{Lowest Cost of Qualified Cost Proposals}}{\text{Cost for Proposals being evaluated}} \right) \times \text{Maximum Cost Points} = \text{Cost Proposal Points}$$

- 5.2.3. **Total Response Evaluation Score.** The RFP Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the Total Response Evaluation Score for the subject Response (attached as RFP Attachment 6.5., Score Summary Matrix).

#### 5.4. **Contract Award Process**

- 5.4.1. The State will issue a Notice of Intent to Award identifying the apparent best evaluated Respondent and make the RFP files open for public inspection. The Notice of Intent to Award date is detailed in RFP Section 2, Schedule of Events. The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in the Respondent named in the Notice of Intent to Award.

**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.**

- 5.4.2. The Respondent with whom the State has successfully negotiated a contract with will be recommended to the State Building Commission (SBC) for contract approval.
- 5.4.3. The Respondent awarded the contract by the SBC must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the *Pro Forma* Contract (attached as RFP Attachment 6.6.). 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.

If the State determines that a proposal is non-responsive and rejects it after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best evaluated proposal. The RFP Coordinator will forward the re-calculated scores to the proper officials of the procuring agency who will consider the same to determine which Respondent should be recommended for contract award to the ESC.

#### 5.5. **Protest Process**

Any protests or appeals of protests pursuant to this RFP or the Notice of Intent to Award shall be handled in accordance with the SBC By-laws, Policy and Procedure Item 18.

**SBC Project No. 100/001-01-2020****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.2.).

**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 6.6., *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 6.6., *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, sub- Respondent, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tennessee Code Annotated § 12-12-111. "By submission of this response, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Respondent is not on the list created pursuant to § 12-12-106."

**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:**

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**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 RFP 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 RFP 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 Technical Response must be delivered to the State no later than the Technical Response Deadline specified in the RFP § 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.	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a sub-contractor).	
	A.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.	
	A.2.	<u>Statement of Certifications and Assurances:</u> 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.	

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Response Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section A— Mandatory Requirement Items</b>	<b>Pass/Fail</b>
	A.3.	<p><b>Response Package Cover Sheet:</b> Respondent shall complete the Response Package Cover Sheet, RFP Attachment 6.4. which is to be emailed as the cover sheet with the proposal package.</p> <p>Refer to RFP Section 4.6.5.</p> <p>Provide proof of license to perform the services pursuant to the Scope of Services in the <i>Pro Forma</i> Contract (attached as RFP Attachment 6.6.).</p>	
	A.4.	<p><b>Insurance:</b> Provide a Certificate of Insurance (ACCORD) stating the Respondent's capability to provide insurance for this Project in accordance with RFP Section 4.5.</p>	
<p><i>State Use – RFP Coordinator Signature, Printed Name &amp; 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.

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
	B.1.	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Respondent within the last five (5) years. If so, include an explanation providing relevant details.
	B.2.	For the last three (3) years, provide the following ratios for the Respondent, calculated according to the generally accepted accounting principles:  1.) Quick Ratio and 2.) Debt/Worth.  NOTE: The Owner may request CPA audited or reviewed financial statements prepared in accordance with generally accepted accounting principles from the apparent best-evaluated Respondent prior to final award of the agreement. If the requested documents do not support the financial stability of the Respondent the Owner reserves the right to reject the proposal.
	B.3.	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.4.	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 Owner may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	B.5.	Provide a statement and any relevant details addressing whether the Respondent is any of the following:

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(a) 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 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>
	B.6.	<p><u>Conflict of Interest:</u> Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee, or other conflict as set forth in Item 12 of the SBC By-Laws, Policy &amp; Procedures) and, if so, the nature of that conflict.</p> <p>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.</p>
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this 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 personnel roster listing the names of the proposed project team and key people who the Respondent will assign to meet the scope of services provided in RFP Section 1. Follow the personnel roster with a resume for each of the people listed detailing the individual's title, education, current position with the Respondent, and employment history. Provide the project organizational structure along with an organizational chart identifying the key personnel. If a member of the project team is a subcontractor, provide a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.9.	Provide experience of key personnel on relevant projects of the Respondent including professional qualifications and description of involvement/ experience for proposed staff. This should include the degree of apparent relevant competencies of the principal professional(s) and lead staff relevant to the services required, and evidence of competence.
	B.10.	Provide information on the Respondent’s demonstrated record of successfully completing Surveys comparable to those identified in RFP Section 1. Describe no more than five (5) and no less than one (3) Surveys, in order of most relevant to least relevant, which demonstrate experience with all the task types outlined in RFP Section 1.2. For each Survey, the following information should be provided: <ul style="list-style-type: none"> <li>a. Description of land surveyed, along with the lineal miles.</li> <li>b. Client contact information including entity name, contact names, and telephone numbers</li> <li>c. Clear description of the scope and contributions performed by each team member</li> <li>d. Exact duration to complete Survey provided by the Respondent.</li> <li>e. Worst problem encountered while completing the Survey and how it was overcome.</li> </ul>
	B.11.	Provide documentation of the Respondent’s commitment to diversity as represented by the following: <ul style="list-style-type: none"> <li>(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.</li> <li>(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"> <li>(i) contract description and total value;</li> <li>(ii) contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, gender, Tennessee service-disabled);</li> <li>(iii) contractor contact name and telephone number.</li> </ul> </li> <li>(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"> <li>(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</li> </ul> </li> </ul>

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
		<p>supply contractors having such ownership characteristics only and <b>DO NOT INCLUDE DOLLAR AMOUNTS</b>);</p> <p>(ii) anticipated goods or services contract descriptions;</p> <p>(iii) names and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors.</p> <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor’s Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at <a href="https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9265">https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9265</a> 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>SCORE (for <u>all</u> Section B—Qualifications &amp; Experience Items above):</b> <i>(maximum possible score = 30)</i>		<b>= SCORE:</b> <input type="text"/>
<i>State Use – Evaluator Identification:</i>		
<i>State Use – RFP Coordinator Signature, Printed Name &amp; Date:</i>		

**TECHNICAL PROPOSAL & 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 proposal 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 C— General Qualifications & Experience Items.

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b><u>Qualifications, Experience, and Approach</u></b>
	C.1	Provide a narrative that illustrates how you and your sub-consultants (if applicable), will manage and deliver the Survey work outlined in RFP Section 1 to ensure the completion and accomplish required objectives.
	C.2	Provide a statement that may serve to differentiate the Respondent in suitability for the projects including but not limited to: <ul style="list-style-type: none"> <li>a. Supply current and projected workloads and how the Respondent will handle the workload from the State in conjunction with other work.</li> <li>b. Describe any special or enhanced capabilities offered by the Respondent that may be particularly suitable for the scope of services.</li> </ul>
<b>SCORE (for <u>all</u> Section C – Qualifications, Experience and Approach Items above):</b>		
<i>(maximum possible score = (40))</i>		
<i>State Use – Evaluator Identification:</i>		
<i>State Use – RFP Coordinator Signature, Printed Name &amp; Date:</i>		

**COST PROPOSAL & SCORING GUIDE**

*NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED*

**COST PROPOSAL SCHEDULE**— The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The proposed Lump Sum prices for Tasks One through Five shall include all scope associated with Increments 1, 2, & 3 except for Increment 1(i). The proposed Unit Price shall include the scope for Increment 1(i). The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

**NOTICE:** The evaluation 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 *Pro Forma* Contract Section C (refer to RFP Attachment 6.6.), "The State is under no obligation to request work from the Respondent in any specific dollar amounts or to request any work at all from the Respondent during any period of this Contract."

<b>RESPONDENT SIGNATURE:</b>			
<b>PRINTED NAME &amp; TITLE:</b>			
<b>DATE:</b>			
<b>RESPONDENT LEGAL ENTITY NAME:</b>			
COST ITEM DESCRIPTION	Total Cost (Cost to be TOTAL cost for each cost item to include everything such as general conditions, travel, etc.)	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Task One: North Tract of 27.5 miles	\$	1	
Task Two: South Tract 1 of 14.6 miles	\$	1	
Task Three: South Tract 2 of 4.16 miles	\$	1	

<b>Task Four: Outparcel North Tract of 3.4 miles</b>	\$	1	
<b>Task Five: Outparcel South Tract of 1.8 miles</b>	\$	1	
<b>Berntsen 4" X 4" x 20" , 2.5" diameter bronze domed markers</b>	\$ /ea	67	

<b>EVALUATION SCORE:</b>			
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.			
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}}$	$\times 30$ (maximum section score)	= SCORE:	

**RESPONSE PACKAGE COVER SHEET**

**Project: Natchez Trace Survey**  
**SBC Project No. 100/001-01-2020**

***Surveyor's License Information***

***Any blank spaces may cause Proposal to be unacceptable and rejected.***

*Provide State Surveyor license number, expiration date, and classifications for Respondent as applicable and in accordance with State of Tennessee licensing law. Provide all names as used for licensing or other legal transactions.*

**Respondent Identification:**

Respondent \_\_\_\_\_

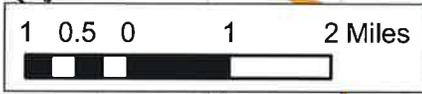
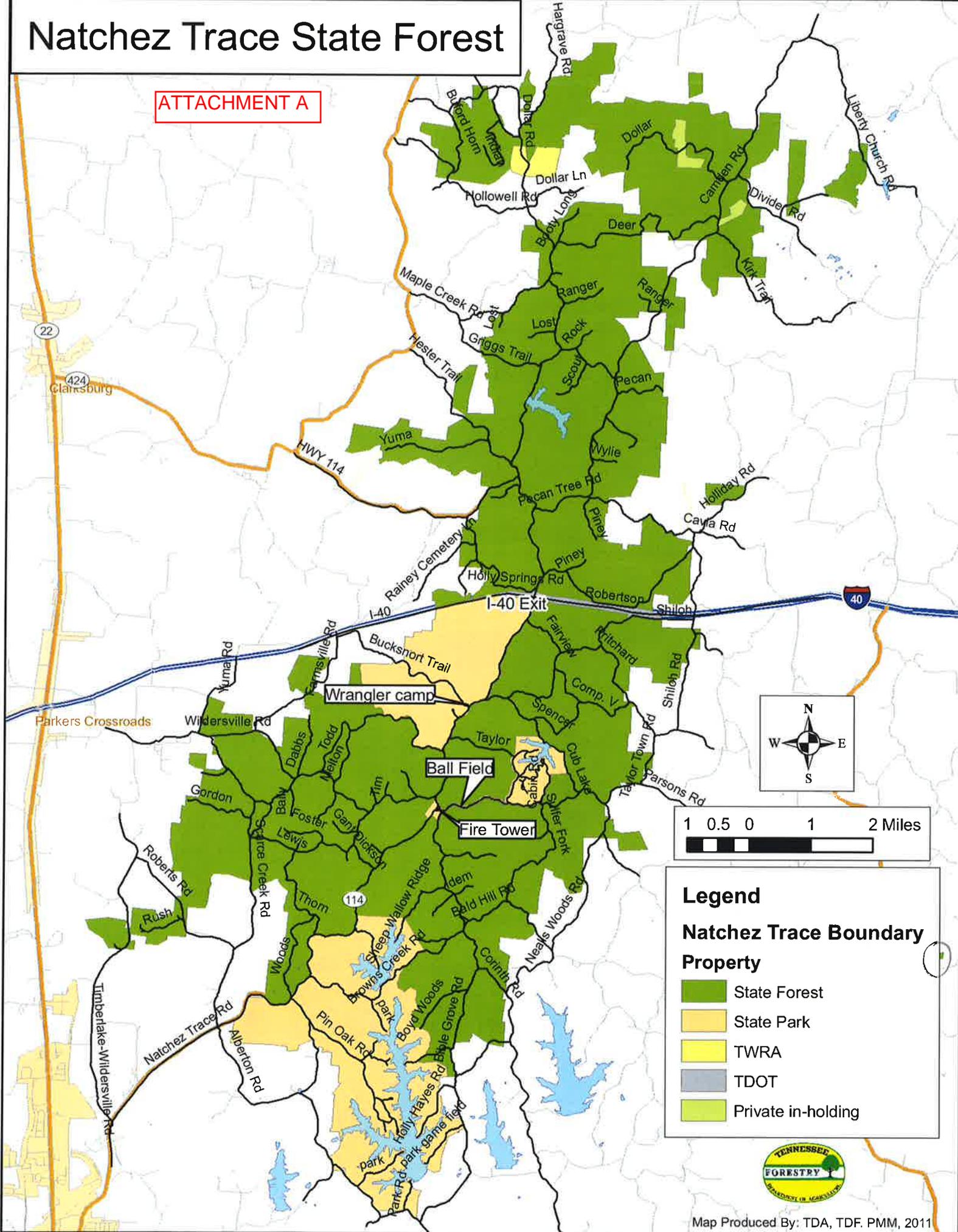
Address \_\_\_\_\_

**Tennessee Surveyor License information:**

License Number \_\_\_\_\_

# Natchez Trace State Forest

ATTACHMENT A



**Legend**

**Natchez Trace Boundary**

**Property**

- State Forest
- State Park
- TWRA
- TDOT
- Private in-holding



Natchez Trace State Forest  
(North Section)  
2019 Capital Expenditure  
for Survey

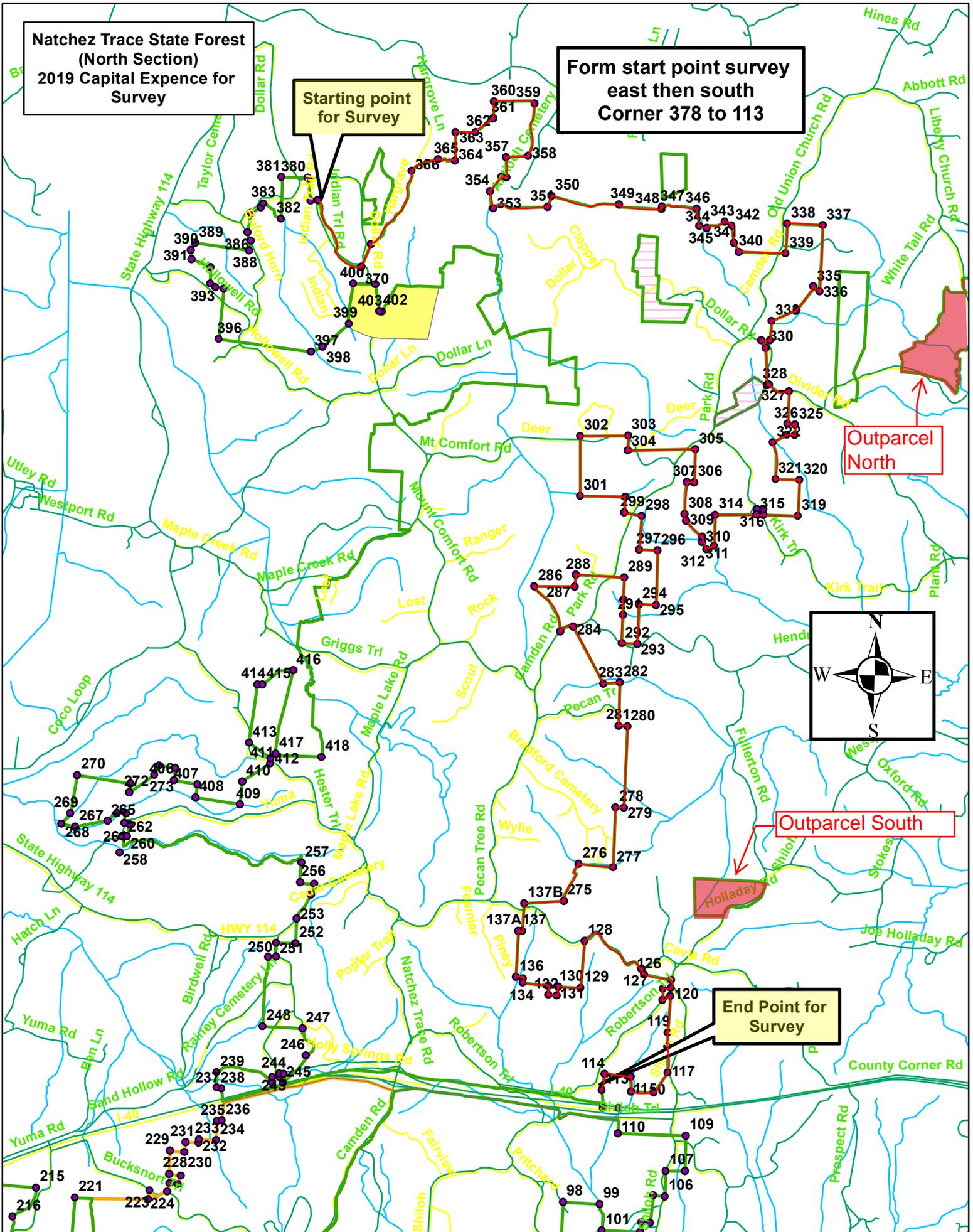
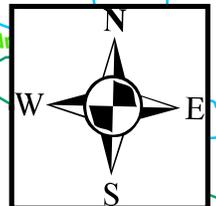
Starting point  
for Survey

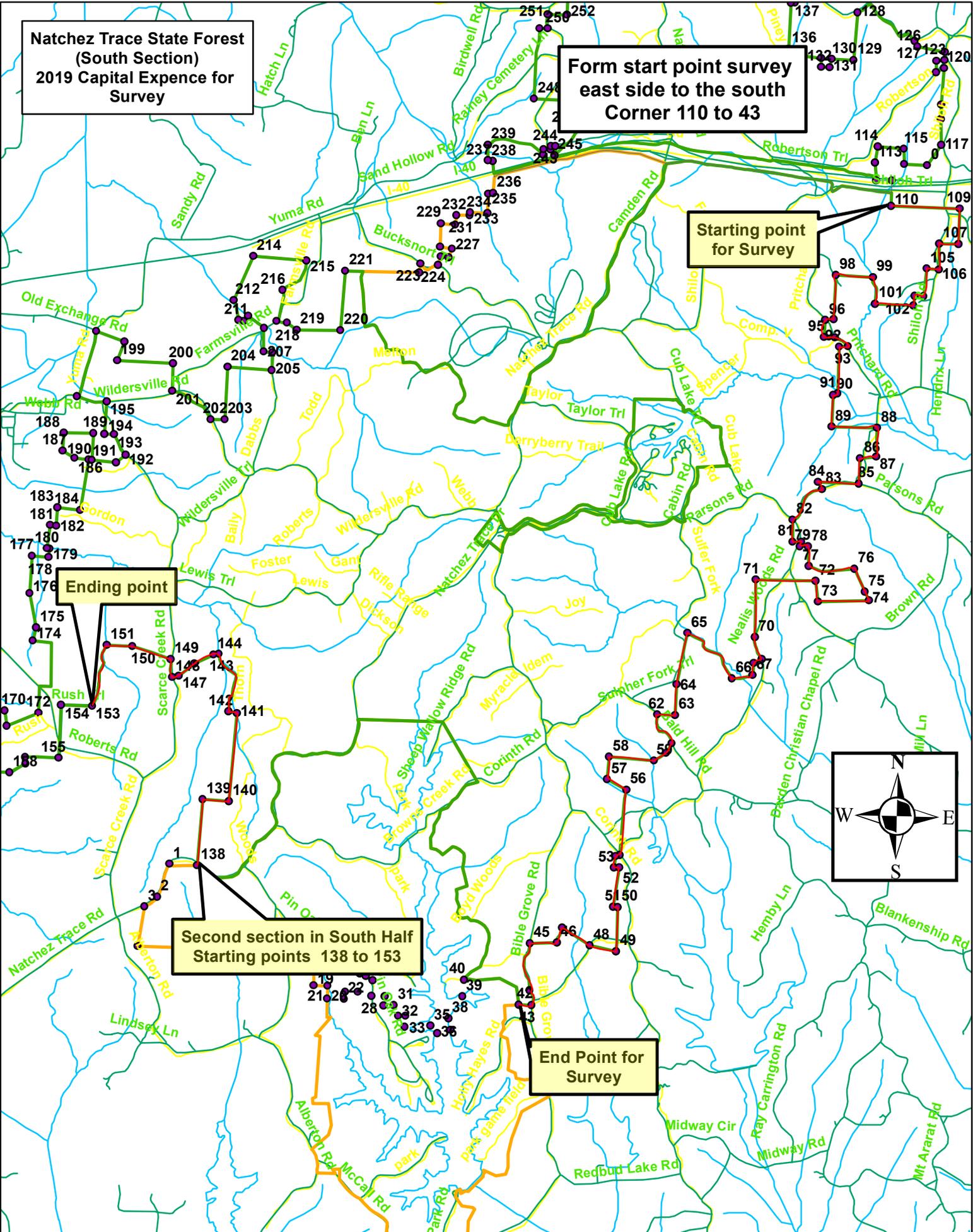
Form start point survey  
east then south  
Corner 378 to 113

Outparcel  
North

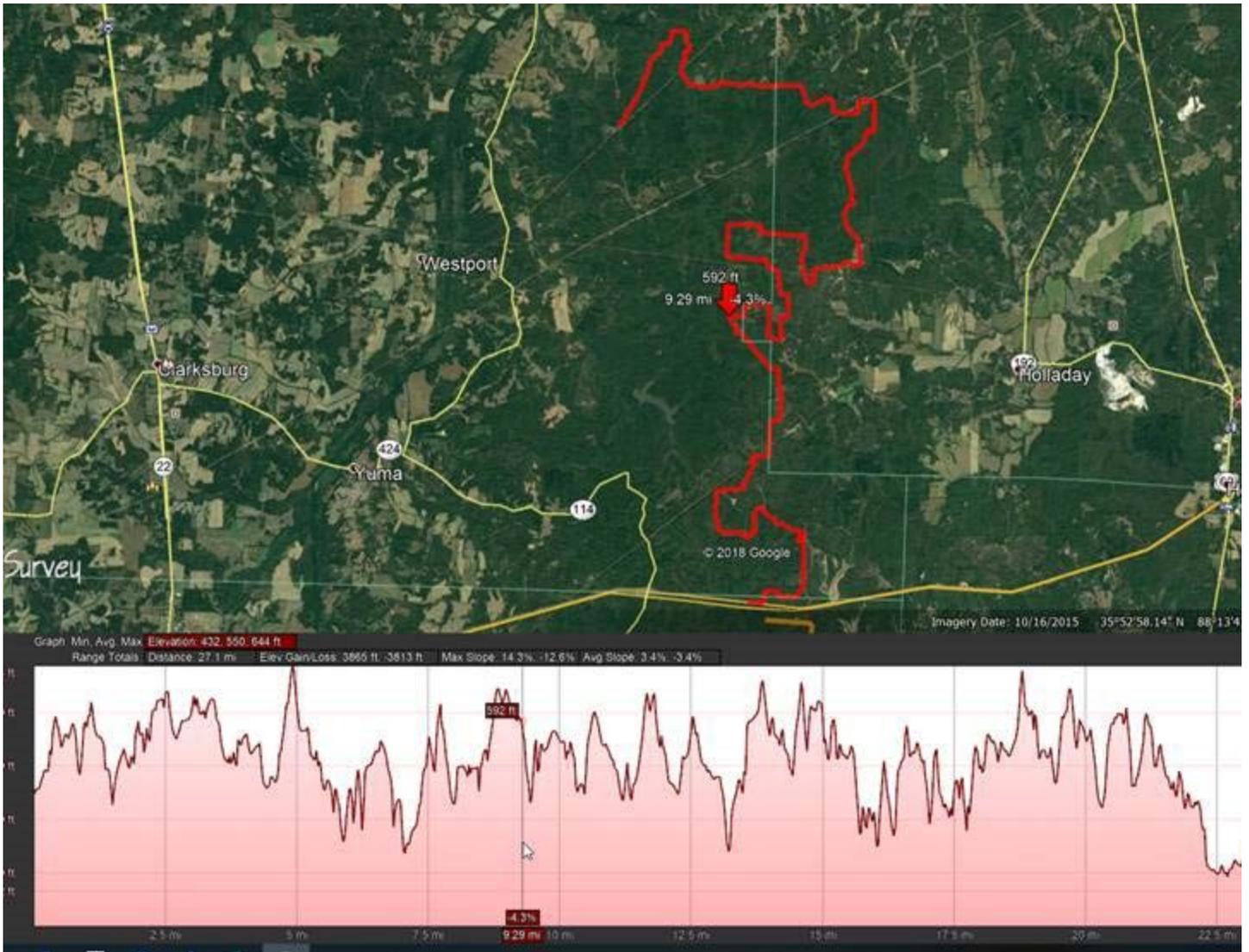
Outparcel  
South

End Point  
for Survey





ATTACHMENT D



**SBC Project No. 100/001-01-2020**

***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.

6.6. ***Pro Forma Contract and Contract Attachments***

Exhibit A: Attestation re Personnel Used in Contract Performance

Attachment A: Unit Price Section

**CONTRACT  
 BETWEEN THE STATE OF TENNESSEE,  
 DEPARTMENT OF GENERAL SERVICES  
 FOR  
 DEPARTMENT OF AGRICULTURE  
 AND  
 CONTRACTOR NAME  
 TO  
 SBC PROJECT NUMBER 100/001-01-2020**

This Contract, by and between the State of Tennessee, Department of General Services for Department of Agriculture, hereinafter referred to as the "State" and **Contractor Legal Entity Name**, hereinafter referred to as the "Contractor," is for the provision of Natchez Trace Survey, as further defined in the "SCOPE OF SERVICES."

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 OF SERVICES:**

A.1 The Contractor shall provide all service and deliverables as required, described, and detailed herein (each a "Task") and shall meet all service and delivery timelines as specified by the Contract. For each of Tasks 1-5 below, Contractor shall complete a Tennessee Category III survey including the following increments for service, at which time the Contractor shall be permitted to invoice the State at the percentages listed for said increment of service plus the cost of any installed pre-cast concrete monuments:

Increment 1: Perform field measurements and

- (i) install new corner pre-cast concrete monuments (equal to Berntsen 4"x4"x30" with 2.5 Diam. Bronze domed marker) where missing. Old marker debris shall be removed and delivered to the State; and
- (ii) install new fiberglass markers (equal to Berntsen 72" dual-sided with decals) every 250'. At completion of increment 1, Contractor may invoice the State for 65% of the Lump Sum for the Task, plus the cost of all pre-cast concrete monuments installed at the amount listed in Section C.3. Increment 1 must be completed for each of Tasks One through Five within 120 days after receipt of a Notice to Proceed from the State.

Increment 2: Provide State with one labelled compact disk in a durable container containing a narrative legal description as a Microsoft Word document file and GIS files for the survey in .DXF format in the Projected Coordinate System – State Plane- NAD\_1983\_StatePlane\_Tennessee\_FIPS\_4100\_Feet. At completion of Increment 2, Contractor may invoice the State for 25% of the Lump Sum for each Task. Increment 2 must be completed for each of Tasks One through Five within 150 days after receipt of a Notice to Proceed from the State.

Increment 3: Within 15 days of receipt, incorporate all revisions requested by the State regarding the deliverables for Increment 2 and provide to the State one parcel plat on mylar, 24 inch x 36 inch; four blue-line or blackline paper copies, 24 inch x 36 inch; and two digital copies in labeled compact disks in durable containers that will contain the narrative legal description as a Microsoft Work document file and survey drawing in .DXF and .PDF formats. At the completion of Increment 3, Contractor may invoice the State for the remaining 10% of the Lump Sum for the Task.

Task One: Lump Sum \$ \_\_\_\_\_  
 North Tract of 27.5 miles.

Task Two: Lump Sum \$ \_\_\_\_\_  
 South Tract 1 of 14.6 miles.

Task Three: Lump Sum \$ \_\_\_\_\_  
 South Tract 2 of 4.16 miles.

Task Four:  
Outparcel North Tract of 3.4 miles.

Lump Sum \$ \_\_\_\_\_

Task Five:  
Outparcel South Tract of 1.8 miles.

Lump Sum \$ \_\_\_\_\_

**B. CONTRACT PERIOD:**

B.1 Contract Period. This Contract shall be effective for the period commencing on the date of full and complete execution of this Contract and ending after completion of all Tasks as described in Section A, subject to earlier termination or extension pursuant to the terms of this Contract. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

B.2 Term Extension. The Owner reserves the right to extend this Contract for a total Contract term of no more than five years, provided that such an extension the Contract term is effected prior to the current Contract expiration date by means of a Contract Amendment. If a term extension necessitates additional funding beyond that which was included in the original Contract, an increase of the State's maximum liability will also be effected through Contract Amendment, and shall be based upon payment rates provided in the original Contract.

B.3 In Process Work Term Extension. The Contract shall be automatically extended for a period beginning at the end of the final term for the purpose of completing all work activities associated with any Tasks during the term of this Contract.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1 Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **To Be Determined Via Cost Proposal**. The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, hours worked, materials or equipment required. The Contract Amount includes, but is not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with Section C.3. 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.

C.2 Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3 Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, increments of service, or other authorized work, as defined in Section A.
- b. New corner pre-cast concrete monuments (equal to Berntsen 4"x4"x30" with 2.5 Diam. Bronze domed marker) shall be invoiced at a rate of \$\_\_\_\_\_ per monument.

C.4 Travel Compensation. All travel shall be included in the lump sum amounts in Section A.

C.5 Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Original: Project Coordinator  
Department of General Services  
312 Rosa L. Parks Avenue, 24<sup>th</sup> Floor  
Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information

(calculations must be extended and totaled correctly).

- (1) Invoice Number (assigned by the contractor);
  - (2) Invoice Date;
  - (3) Contract Number SBC Project No. 100/001-01-2020
  - (4) Customer Account Name: Department of General Services, Real Estate Asset Management;
  - (5) Customer Account Number (assigned by the Contractor to the above-referenced State Agency);
  - (6) Contractor Name;
  - (7) Contractor Federal Employer Identification, Social Security, or Tennessee Edison Registration ID Number Referenced in Preamble of this Contract;
  - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax);
  - (9) Contractor Remittance Address;
  - (10) Description of Delivered Service;
  - (11) Total Amount Due for delivered service (as stipulated in Section C.3. above);
- b. The Contractor understands and agrees that an invoice under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
  - (2) only be submitted for completed service and shall not include any charge for future work;
  - (3) not include sales tax or shipping charges; and
  - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice 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 matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service 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 theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of the Contract, not to constitute proper remuneration for compensable services.

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, which 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 documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Supplier Direct Deposit Form". By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Direct Deposit. This form can be found at <http://www.tn.gov/finance/article/fa-acccfin-swa>. Please follow the instructions at the top of the form regarding submission of the form.
- b. The Contractor shall complete, sign, and present to the State a "Taxpayer Identification Number and Certification Form". The taxpayer identification number detailed by said

form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract. This form can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>. Please submit this form with the Authorization Agreement for Supplier Direct Deposit Form form as indicated at the top of the form regarding submission of the form.

D. STANDARD TERMS AND CONDITIONS:

- D.1 Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by the appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to the Commissioner of General Services, the Office of the State Architect, the Comptroller of the Treasury, and the Office of the Attorney General).
- D.2 Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of General Services, the Office of the State Architect, the Comptroller of the Treasury, and the Office of the Attorney General).
- D.3 Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. 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.4 Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.5 Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest", "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6 Conflicts of Interest. The Contractor warrants that no part of the total Contract 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 contractor to the Contractor in connection with any work contemplated or performed relative to 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 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 months has been, an employee of the State of Tennessee.

The Contractor acknowledges, understands, and agrees that it and its performance under this Contract are subject to State Building Commission Policy and Procedure 12.02, "Organizational Conflicts of Interest," (the "SBC Conflict Policy"), and that Contractor has read and understands

all of the provisions and requirements of same.

- D.7 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, color, religion, sex, national origin, or any other classification protected by Federal, or Tennessee State constitutional or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8 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 Exhibit A, hereto, with each invoice, as described in C.5, during the period of this Contract. 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 not authorized to be employed in the U.S.; or (v) otherwise authorized to provide services under the Contract.
- D.9 Licensure. The Contractor and its employees and all sub-contractors shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.10 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 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.11 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.12 Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as

requested.

- D.13 **Strict Performance.** Failure by any party to this Contract to insist in any one or more cases upon 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 such 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 hereto.
- D.14 **Independent Contractor.** The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this 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.
- D.15 **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. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.16 **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 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. 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.17 **State and Federal Compliance.** The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18 **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.19 **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.20 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 hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.21 Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

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, these special terms and conditions shall control.

E.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 with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address or EMAIL address set forth below or to that of such party of address, as may be hereafter specified by written notice.

The State:  
Deputy Commissioner of STREAM or designee  
Department of General Services  
312 Rosa L. Parks Avenue  
William R. Snodgrass Tennessee Tower, 24<sup>th</sup> Floor  
Nashville, Tennessee 37243

The Contractor:

Contractor Name & Title  
Firm Name  
Address  
City, State Zip  
Email Address  
Telephone # Number  
Mobile # Number

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

E.3 Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4 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.

- E.5 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.
- E.6 Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance including without limitation, the coverages set forth in this Section E.6. Such insurance shall provide for policy limits equal or greater to the amounts set forth herein and shall list the State as additional insured.

A copy of the appropriate policy or a Certificate of Coverage fully listing all limits of liability shall verify all required insurance. Such insurance shall be maintained through the life of the Contract. Renewal policies or certificates of coverage must be forwarded to the State within thirty days upon issuance. Failure to maintain required insurance could be cause for cancellation of the Contract.

- a. **Workers Compensation and Employer’s Liability:**  
 (without restriction as to whether covered by Workmen’s Compensation law):  
 Workers Compensation: according to statute  
 Employer’s Liability:  
 Each Accident: \$100,000  
 Disease – Policy Limit: \$500,000  
 Disease – Each Employee: \$100,000
- b. **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 \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least \$2,000,000.
- c. **Business Automobile Liability:**  
  
 Including owned, hired, and non-owned vehicles; or, if there are no owned vehicles, Contractor may provide written certification of such and provide coverage limited to hired and non-owned vehicles.  
  
 Bodily injury and property damage combined single limits:  
 Each Occurrence: \$1,000,000
- d. **Professional Liability Insurance:** Employed Licensed Surveyors Professional liability shall be covered with a limit of not less than:  
  
 Each Claim: \$1,000,000  
 Aggregate: \$2,000,000

***(The remainder of this page left blank intentionally)***

This instrument may be executed in one or more counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart, even though no one counterpart contains the signatures of all parties to this instrument. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures.

**IN WITNESS WHEREOF:**

**CONTRACTOR LEGAL ENTITY NAME:**

\_\_\_\_\_  
Contractor Signatory, Contractor Title

DATE: \_\_\_\_\_

**STATE OF TENNESSEE,**

**DEPARTMENT OF GENERAL SERVICES:**

\_\_\_\_\_  
Christi W. Branscom, Commissioner

DATE: \_\_\_\_\_

**OFFICE OF THE STATE ARCHITECT:**

\_\_\_\_\_  
Ann McGauran, State Architect

DATE: \_\_\_\_\_

**APPROVED AS TO COMPLIANCE WITH POLICY AND STATUTE:**

\_\_\_\_\_  
Justin P. Wilson, Comptroller of the Treasury

DATE: \_\_\_\_\_

**APPROVED AS TO COMPLIANCE WITH FORM AND LEGALITY:**

\_\_\_\_\_  
Herbert H. Slatery III, Attorney General and Reporter

DATE: \_\_\_\_\_

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	100/001-01-2020
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (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.**

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**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.

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**PRINTED NAME AND TITLE OF SIGNATORY**

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