



STATE OF TENNESSEE
RFP # 321.06-003-09
AMENDMENT # ONE

January 16, 2008

THE SUBJECT RFP IS HEREBY AMENDED AS FOLLOWS.

- 1. The following RFP Schedule of Events updates or confirms scheduled RFP dates.**

EVENT	TIME	DATE	UPDATED / CONFIRMED
1) State Issues RFP		12/30/08	CONFIRMED
2) Disability Accommodation Request Deadline		01/05/09	CONFIRMED
3) Pre-proposal Conference	2:00 p.m.	01/06/09	CONFIRMED
4) Notice of Intent to Propose Deadline		01/07/09	CONFIRMED
5) Written Comments Deadline		01/12/09	CONFIRMED
6) State Responds to Written Comments		01/21/09	UPDATED
7) Proposal Deadline	2:00 p.m.	01/28/09	UPDATED
8) State Completes Technical Proposal Evaluations		02/06/09	UPDATED
9) Proposer Oral Presentation	8:00 a.m. – 4:30 p.m.	02/09/09	UPDATED
10) State Opens Cost Proposals & Calculates Scores	9:00 a.m.	02/10/09	UPDATED
11) State Issues Evaluation Notice & Opens RFP Files for Public Inspection	9:00 a.m.	02/13/09	UPDATED
12) Contract Signing		02/26/09	UPDATED
13) Contract Signature Deadline		03/06/09	UPDATED
14) Contract Start Date		04/01/09	UPDATED



**STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES**

**REQUEST FOR PROPOSALS
FOR
FUEL AND MAINTENANCE PAYMENT CARD PROGRAM**

RFP NUMBER: 321.06-003-09

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1 INTRODUCTION

1.1 Statement of Purpose

The State of Tennessee, DEPARTMENT OF GENERAL SERVICES, hereinafter referred to as the State, has issued this Request for Proposals (RFP) to define the State's minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State's process for evaluating proposals and selecting the contractor.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a disability, and small business enterprises, opportunity to do business with the state as contractors and sub-contractors.

The State intends to secure a contract for a fuel and maintenance card program to purchase gasoline (unleaded regular, unleaded plus and unleaded premium), Number 2 diesel fuel (low and ultra low sulfur), alternative fuel (E85 & B20), as well as other automotive services (minor maintenance, and repairs), at various retail locations

All fuel and maintenance products and automotive parts and services covered under this contract will be purchased by the State at various locations within all ninety-five (95) counties of the State; however, no minimum level of consumption or compensation will be guaranteed under any contract resulting from this RFP.

The vendor shall provide the services required by this RFP within the context of the technical environment described by the Tennessee Information Resources Architecture (sometimes referred to as the technical architecture). The vendor may request a copy of the Architecture by submitting a written request to the RFP coordinator listed in RFP Section 1.5.1.1. When a contract is executed pursuant to this RFP, the Architecture will be included as a Contract Attachment.

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

The RFP Attachment 6.1, *Pro Forma* Contract details the State's required:

- Scope of Services and Deliverables in Section A;
- Contract Period in Section B;
- Payment Terms in Section C;
- Standard Terms and Conditions in Section D; and,
- Special Terms and Conditions in Section E.

The *pro forma* contract substantially represents the contract document that the proposer selected by the State MUST agree to and sign.

1.3 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The State has designated the following 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 applicable federal regulations.

Tiffany Taylor, Title VI Coordinator
 Department of General Services
 24th Floor William R Snodgrass Tennessee Tower
 312 Rosa L. Parks Avenue

Nashville, Tennessee 37243
(615)253-5992

1.4 Assistance to Proposers With a Disability

A Proposer with a disability may receive accommodation regarding the means of communicating this RFP and participating in this RFP process. A Proposer with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.5 RFP Communications

1.5.1 Unauthorized contact regarding this RFP with employees or officials of the State of Tennessee other than the RFP Coordinator detailed below may result in disqualification from this procurement process.

1.5.1.1 Interested Parties must direct all communications regarding this RFP to the following RFP Coordinator, who is the state of Tennessee's only official point of contact for this RFP.

Terry Hill, RFP Coordinator
State of Tennessee
Department of General Services
Purchasing Division
3rd Floor William R Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
(615)253-7819 Phone
(615)741-0684 Fax
terry.t.hill@state.tn.us

1.5.1.2 Notwithstanding the foregoing, Interested Parties may contact the staff of the Governor's Office of Diversity Business Enterprise for general, public information regarding this RFP, assistance available from the Governor's Office of Diversity Business Enterprise, or potential future state procurements.

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

RFP-321.06-003-09

1.5.3 Any oral communications shall be considered unofficial and non-binding with regard to this RFP.

1.5.4 Each Proposer shall assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or electronic "postmarking" of a communication or proposal to the State by a deadline date shall not substitute for actual receipt of a communication or proposal by the State.

1.5.5 The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.5.6 The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The State's official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.

1.5.7 The State will convey all official responses and communications pursuant to this RFP to the potential proposers from whom the State has received a Notice of Intent to Propose.

1.5.8 Only the State's official, written responses and communications shall be considered binding with regard to this RFP.

1.5.9 The State reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, electronic mail, or Internet posting).

1.5.10 Any data or factual information provided by the State, in this RFP or an official response or communication, shall be deemed for informational purposes only, and if a Proposer relies on such

data or factual information, the Proposer should either: (1) independently verify the information; or, (2) obtain the State's written consent to rely thereon.

1.6 Notice of Intent to Propose

Each potential proposer should submit a Notice of Intent to Propose to the RFP Coordinator by the deadline detailed in the RFP Section 2, Schedule of Events. The notice should include:

- Proposer's name
- name and title of a contact person
- address, telephone number, and facsimile number of the contact person

NOTICE: A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of RFP amendments and other communications regarding the RFP (refer to RFP Sections 1.5, *et seq.*, above).

1.7 Proposal Deadline

Proposals must be submitted no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond to the written RFP and any RFP exhibits, attachments, or amendments. A late proposal shall not be accepted, and a Proposer's failure to submit a proposal before the deadline shall cause the proposal to be disqualified.

1.8 Pre-Proposal Conference

A Pre-Proposal Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. The purpose of the conference is to discuss the RFP scope of services. While questions will be entertained, the response to any question at the Pre-Proposal Conference shall be considered tentative and non-binding with regard to this RFP. Questions concerning the RFP should be submitted in writing prior to the Written Comments Deadline date detailed in the RFP Section 2, Schedule of Events. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the State as described in RFP Sections 1.5, *et seq.*, above and on the date detailed in the RFP Section 2, Schedule of Events.

Pre-Proposal Conference attendance is not mandatory, and each potential Proposer may be limited to a maximum number of attendees depending upon overall attendance and space limitations. The conference will be held at:

State of Tennessee
 Department of General Services
 The Multimedia Room
 3rd Floor, William R Snodgrass Tennessee Tower
 312 Rosa L. Parks Avenue
 Nashville, TN 37243

2 RFP SCHEDULE OF EVENTS

The following Schedule of Events represents the State's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., Central Time.

RFP SCHEDULE OF EVENTS		
NOTICE: The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The State will communicate any adjustment to the Schedule of Events to the potential proposers from whom the State has received a Notice of Intent to Propose.		
EVENT	TIME	DATE (<u>all</u> dates are state business days)
1. State Issues RFP		12/30/08
2. Disability Accommodation Request Deadline		01/05/09
3. Pre-proposal Conference	2:00 p.m.	01/06/09
4. Notice of Intent to Propose Deadline		01/07/09
5. Written Comments Deadline		01/12/09
6. State Responds to Written Comments		01/15/09
7. Proposal Deadline	2:00 p.m.	01/22/09
8. State Completes Technical Proposal Evaluations and Completes Site Proposals		01/30/09
9. Proposer Oral Presentation	8:00 a.m. – 4:30 p.m.	02/02/09
10. State Opens Cost Proposals and Calculates	9:00 a.m.	02/03/09
11. State Issues Evaluation Notice <u>and</u> Opens RFP Files for Public Inspection	9:00 a.m.	02/06/09
12. Contract Signing		02/17/09
13. Contract Signature Deadline		02/24/09
14. Contract Start Date		03/01/09

3 PROPOSAL REQUIREMENTS

Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. There will be no best and final offer procedure.

3.1 Proposal Form and Delivery

- 3.1.1 Each response to this RFP must consist of a Technical Proposal and a Cost Proposal (as described below).
- 3.1.2 Each Proposer must submit one (1) original and six (6) copies of the Technical Proposal to the State in a sealed package that is clearly marked:

“Technical Proposal in Response to RFP- 321.06-003-09 — Do Not Open”

- 3.1.3 Each Proposer must submit one (1) Cost Proposal to the State in a separate, sealed package that is clearly marked:

“Cost Proposal in Response to RFP- 321.06-003-09—Do Not Open”

- 3.1.4 If a Proposer encloses the separately sealed proposals (as detailed above) in a larger package for mailing, the Proposer must clearly mark the outermost package:

“Contains Separately Sealed Technical and Cost Proposals for RFP- 321.06-003-09”

The State must receive all proposals in response to this RFP, at the following address, no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events.

Terry Hill
State of Tennessee
Department of General Services
Purchasing Division – **Bid Room**
3rd Floor William R Snodgrass Tennessee Tower
312 Rosa L Parks Avenue
Nashville, Tennessee 37243

- 3.1.6 A Proposer may not deliver a proposal orally or by any means of electronic transmission.

3.2 Technical Proposal

- 3.2.1 The RFP Attachment 6.3, Technical Proposal and Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. This guide includes mandatory and general requirements as well as technical queries requiring a written response.

NOTICE: No pricing information shall be included in the Technical Proposal. Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal non-responsive and the State shall reject it.

- 3.2.2 Each Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Each Proposer should duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate).
- 3.2.3 Each proposal should be economically prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible). All proposal pages must be numbered.
- 3.2.4 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and 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 in no way contribute to the evaluation process.
- 3.2.5 The State may determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide.

- 3.2.6 The State may determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide.

3.3 Cost Proposal

- 3.3.1 The Cost Proposal must be submitted to the State in a sealed package separate from the Technical proposal.
- 3.3.2 Each Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.4, Cost Proposal and Scoring Guide.
- 3.3.3 Each Proposer shall ONLY record the proposed cost exactly as required by the Cost Proposal and Evaluation Guide and shall NOT record any other rates, amounts, or information.
- 3.3.4 The proposed cost shall incorporate all costs for services under the contract for the total contract period.
- 3.3.5 The Proposer must sign and date the Cost Proposal.
- 3.3.6 If a Proposer fails to submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and reject it.

4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION

4.1 Proposer Required Review and Waiver of Objections

Each Proposer must carefully review this RFP and all attachments, including but not limited to the *pro forma* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these comments/objections have not been brought to the attention of the State, in writing, by the Written Comments Deadline.

5.1 RFP Amendment and Cancellation

The State reserves the unilateral right to amend this RFP in writing at any time. If an RFP amendment is issued, the State will convey such amendment to the potential proposers who submitted a Notice of Intent to Propose. Each proposal must respond to the final written RFP and any exhibits, attachments, and amendments.

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

4.3 Proposal Prohibitions and Right of Rejection

4.3.1 The State of Tennessee reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.

4.3.2 Each proposal must comply with all of the terms of this RFP and all applicable State laws and regulations. The State may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. The State may consider any proposal that does not meet the requirements of this RFP to be non-responsive, and the State may reject such a proposal.

4.3.3 A proposal of alternate services (*i.e.*, a proposal that offers services different from those requested by this RFP) shall be considered non-responsive and rejected.

4.3.4 A Proposer may not restrict the rights of the State or otherwise qualify a proposal. The State may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.5 A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the State may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.6 A Proposer shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Proposer.

4.3.7 A Proposer shall not submit multiple proposals in different forms. This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and permitting a second Proposer to submit another proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime contractor. Submitting multiple proposals in different forms may result in the disqualification of all Proposers knowingly involved.

4.3.8 The State shall reject a proposal if the Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer. Regardless of the time of detection, the State shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.

4.3.9 The State shall not contract with or consider a proposal from:

4.3.9.1 an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;

4.3.9.2 a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a

"blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);

- 4.3.9.3 a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- 4.3.9.4 any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and such individual, company, or other entity may not submit a proposal in response to this RFP.
- 4.3.9.5 For the purposes of applying the requirements of RFP subsection 4.3.9, *et. Seq.*, an individual shall be deemed an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.
- 4.3.10 The State reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with this RFP. If the State waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such. Notwithstanding any minor variance, the State may hold any Proposer to strict compliance with this RFP.

4.4 Incorrect Proposal Information

If the State determines that a Proposer has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive and shall be rejected.

5.1 Proposal of Additional Services

If a proposal offers services in addition to those required by and described in this RFP, the additional services may be added to the contract before contract signing at the sole discretion of the State. Notwithstanding the foregoing, a Proposer shall not propose any additional cost amount(s) or rate(s) for additional services.

NOTICE: The Proposer's Cost Proposal shall record only the proposed cost as required in this RFP and shall not record any other rates, amounts, or information. If a Proposer fails to submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and shall reject the proposal.

4.6 Assignment and Subcontracting

- 4.6.1 The Proposer awarded a contract pursuant to this RFP may not subcontract, transfer, or assign any portion of the contract without the State's prior, written approval.
- 4.6.2 A subcontractor may only be substituted for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.
- 4.6.3 At its sole discretion, the State reserves the right to refuse approval of any subcontract, transfer, or assignment.
- 4.6.4 Notwithstanding State approval of each subcontractor, the Proposer, if awarded a contract pursuant to this RFP, shall be the prime contractor and shall be responsible for all work performed.

4.7 Right to Refuse Personnel

At its sole discretion, the State reserves the right to refuse any personnel, of the prime contractor or a subcontractor, for use in the performance of a contract pursuant to this RFP.

4.8 Insurance

The State may require the apparent successful Proposer to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the State may require, at its sole discretion, the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. 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.

4.9 Licensure

Before a contract pursuant to this RFP is signed, the apparent successful Proposer must hold all necessary, applicable business and professional licenses. The State may require any or all Proposers to submit evidence of proper licensure.

4.10 Service Location and Work Space

The service pursuant to this RFP is to be performed, completed, managed, and delivered as detailed in the RFP Attachment 6.1, *Pro Forma* Contract. Work space on the State's premises may be available for contractor use in accordance with the *pro forma* contract or at the State's discretion. Any work performed on the State's premises shall be completed during the State's standard business hours.

4.11 Proposal Withdrawal

A Proposer may withdraw a submitted proposal at any time up to the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. To do so, a proposer must submit a written request, signed by a Proposer's authorized representative to withdraw a proposal. After withdrawing a previously submitted proposal, a Proposer may submit another proposal at any time up to the Proposal Deadline.

4.12 Proposal Errors and Amendments

Each Proposer is liable for all proposal errors or omissions. A Proposer will not be allowed to alter or amend proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

4.13 Proposal Preparation Costs

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

5.1 Disclosure of Proposal Contents

Each proposal and 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 proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Notwithstanding, a list of actual proposers submitting timely proposals may be available to the public, upon request, directly after technical proposals are opened by the state.

Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection.

4.15 Contractor Registration

While registration with the state is not required to make a proposal, a service provider must be registered to do business with the state of Tennessee before approval of an awarded contract. To meet this prerequisite, an unregistered service provider must simply register as required prior to contract approval. Fast and easy access to *Online Contractor Registration* is available at the following Internet URL:

www.state.tn.us/finance/rds/ocr/register.html

(For more information about registration, please contact the Department of General Services at (615) 741-1035 or vendor.registration@state.tn.us.)

4.16 Contract Approval

The RFP and the contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. Contract award and State obligations pursuant thereto shall commence only after

the contract is signed by the Contractor and the head of the procuring state agency and after the contract is approved and signed by all other State officials as required by State laws and regulations.

4.17 Contract Payments

All contract payments shall be made in accordance with the contract's Payment Terms and Conditions provisions (refer to RFP Attachment 6.1, *Pro Forma Contract*, Section C). No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the State be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before contract approval by State officials as required by applicable statutes and rules of the State of Tennessee or before the contract start date or after the contract end date specified by the contract.

4.18 Contractor Performance

The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the State may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the State requires such an inspection, the Contractor shall provide reasonable access and assistance.

4.19 Contract Amendment

During the course of this contract, the State may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the State shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such agreement shall be effected by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring state agency and must be approved by other State officials as required by State laws and regulations. The Contractor shall not commence additional work until the State has issued a written contract amendment and secured all required approvals.

4.20 Severability

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

5 PROPOSAL EVALUATION & CONTRACT AWARD

5.1 Evaluation Categories and Maximum Points

The State will consider qualifications and experience, technical approach, and cost in the evaluation of proposals. The maximum points that shall be awarded for each of these categories are detailed below.

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	15
Technical Approach	20
Site Location	10
Oral Presentation	5
Cost Proposal	50

5.2 Evaluation Process

The proposal evaluation process is designed to award the contract not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.

- 5.2.1 The RFP Coordinator will use the RFP Attachment 6.3, Technical Proposal and Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.
- 5.2.1.1 The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.3, Technical Proposal and Evaluation Guide, Technical Proposal Section A). If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document its determination of whether: (1) the proposal meets requirements for further evaluation; (2) the State will request clarifications or corrections; or, (3) the State will determine the proposal non-responsive to the RFP and reject it.
- 5.2.1.2 A Proposal Evaluation Team, made up of three or more State employees, will evaluate each Technical Proposal that appears responsive to the RFP.
- 5.2.1.3 Each Proposal Evaluation Team member will independently, evaluate each proposal against the evaluation criteria in this RFP, rather than against other proposals, and will score each in accordance with the RFP Attachment 6.3, Technical Proposal and Evaluation Guide.
- 5.2.1.4 The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by the State. The subject Proposer shall put any resulting clarification in writing as may be required by the State.
- 5.2.1.5 The RFP Coordinator will invite each evaluated Proposer to make an oral presentation.
- 5.2.1.5.1 The RFP Coordinator will randomly schedule Proposer presentations during the period indicated by the RFP Section 2, Schedule of Events. Random scheduling precludes any consideration of Proposer time or date scheduling preferences or related requests. When the Proposer presentation schedule has been determined, the RFP Coordinator will contact Proposers with the relevant information as indicated by the RFP Section 2, Schedule of Events.
- 5.2.1.5.2 Proposer presentations will be open only to the invited Proposer, Proposal Evaluation Team members, the RFP Coordinator, and any technical consultants that may be selected by the State to provide assistance to the Proposal Evaluation Team.

- 5.2.1.5.3. Proposer presentations will be limited to addressing the items detailed in RFP Attachment 6.3., Technical Proposal & Evaluation Guide, Section E.
- 5.2.1.5.4. The State will maintain an accurate record of each Proposer's oral presentation session, and such record shall be available for review when the State opens the procurement files for public inspection.
- 5.2.1.5.5. Proposal Evaluation Team members will independently evaluate each oral presentation in accordance with the RFP Attachment 6.3., Technical Proposal & Evaluation Guide, Section E.
- 5.2.1.5.6. The RFP Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFP Attachment 6.3., Technical Proposal & Evaluation Guide, Section E, and record that number as the score for said Technical Proposal section.

5.2.2 After Technical Proposal evaluations are completed, the RFP Coordinator will open the Cost Proposals and use the RFP Attachment 6.4, Cost Proposal and Evaluation Guide to calculate and document the Cost Proposal scores.

5.2.3 For each responsive proposal, the RFP Coordinator will add the average Technical Proposal score and to the Cost Proposal score (refer to RFP Attachment 6.5, Proposal Score Summary Matrix).

5.3 Contract Award Process

5.3.1 The RFP Coordinator will forward the results of the proposal evaluation process to the head of the procuring agency who will consider the proposal evaluation process results and all pertinent information available to make a determination about the contract award. The State reserves the right to make an award without further discussion of any proposal.

Notwithstanding the foregoing, to effect a contract award to a proposer other than the one receiving the highest evaluation score, the head of the procuring agency must provide written justification for such an award and obtain the written approval of the Commissioner of Finance and Administration and the Comptroller of the Treasury.

5.3.2 After the agency head's determination, the State will issue an Evaluation Notice to identify the apparent best-evaluated proposal on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.

5.3.3 The State will also make the RFP files available for public inspection on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.

5.3.4 The Proposer with the apparent best-evaluated proposal must agree to and sign a contract with the State which shall be substantially the same as the RFP Attachment 6.1, *Pro Forma* Contract.

However, the State reserves the right, at its sole discretion, to add terms and conditions or to revise *pro forma* contract requirements in the State's best interests subsequent to this RFP process. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.

5.3.5 The Proposer with the apparent best-evaluated proposal must sign and return the contract drawn by the State pursuant to this RFP no later than the Contract Signature Deadline date detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.

5.3.6 If the State determines that the apparent best-evaluated proposal is non-responsive and rejects the proposal after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each responsive Cost Proposal to determine the new, apparent best-evaluated proposal.

ATTACHMENT 6.1**PRO FORMA CONTRACT**

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

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

This Contract, by and between the State of Tennessee, DEPARTMENT OF GENERAL SERVICES, hereinafter referred to as the “State” and CONTRACTOR LEGAL ENTITY NAME, hereinafter referred to as the “Contractor,” is for the provision of payment card services for fuel and maintenance purchases, 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 Federal Employer Identification or Social Security Number: ID NUMBER

Contractor Place of Incorporation or Organization: LOCATION

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.

A.2. General

For the purposes of this contract, the Contractor shall provide a fuel and maintenance payment card program to purchase gasoline (unleaded regular, unleaded plus and unleaded premium), number 2 diesel fuel (low and ultra low sulfur), alternative fuel (E85 & B20), as well as automotive maintenance and repair services. Automotive maintenance and repair services include, but are not limited to: replacing batteries, fuel and maintenance filters, automotive hoses, belts, bulbs, headlamps, fuses, sparkplugs and other ignition components; changing engine oil and filters; adding motor oil, fuel and maintenance conditioners, or other automotive fluids; and, repairing brakes or cooling systems. All fuel products, and automotive parts and services covered under contract will be purchased by the State at various locations within all 95 counties of the State, and other states the Contractors’ payment card is accepted. No minimum level of consumption or compensation will be guaranteed under this Contract. Additionally, the card should have the capability to be used at pay-at-the-pump fueling sites.

a. The State shall furnish the Contractor a listing of vehicles authorized to obtain fuel under the terms of this contract. The State currently has approximately 30,000 transactions per month in fuel purchases and requires approximately 6,000 cards. The State will designate, in writing, the names of personnel that may set credit limits and/or approve purchases exceeding card limits. The State will be responsible for issuing authorization numbers, and for recording and monitoring such purchases. Purchases by the State are exempt from all eligible State of Tennessee and Federal taxes. Taxes imposed by other states apply on purchases within their jurisdictions. The Contractor will remove all eligible taxes from the bill prior to submission for payment.

- b. The State will develop its own policies and procedures for the issuance, security and operational matters related to the Fuel and Maintenance Payment Card program. The Contractor shall assist the State with development, implementation, modification or enhancement of these policies and procedures.
- c. The Contractor will meet quarterly with the State to review contract performance. At such meetings, State representatives may evaluate the Contractor's performance and advise the Contractor of any concerns or issues. Within five (5) business days, the Contractor shall develop a written plan to resolve outstanding issues. The Contractor shall then receive written approval of the plan from the Contract Administrator prior to implementation.

A.3. Fuel and Maintenance Payment Card Program Overview

The Contractor shall be responsible for providing fuel and maintenance products, and automotive parts and services for State vehicles, in accordance with the following requirements:

- a. The Contractor will provide fuel and maintenance products that are available for purchase at retail locations within all 95 counties of the State of Tennessee through the use of a fuel and maintenance payment card. The fuel and maintenance payment card shall also have nationwide acceptance, throughout the United States, including small and/or remote towns.
- b. The Contractor will provide measures to insure that the State will not experience interruption of fuel and maintenance services in any county due to extended power outages, tank removal and/or replacement, tank leakage, etc. The methods used by the Contractor to insure against such interruption must be acceptable to the State.
- c. The Contractor will provide availability of services, repairs, and parts, available for purchase at retail locations within all 95 counties of the State of Tennessee through the use of a fuel and maintenance payment card. All parts and/or services must be installed or performed on the vehicle at the time of purchase. These services include, but are not limited to the following:
 - replacing batteries,
 - automotive hoses,
 - fuel and maintenance filters
 - automotive belts,
 - auto bulbs,
 - headlamps,
 - fuses,
 - sparkplugs and other ignition components;
 - changing engine oil (regular, synthetic blend or full synthetic blend) and transmission oil and filters;
 - adding motor oil (regular, synthetic blend or full synthetic blend), fuel and maintenance conditioners, or other automotive fluids;
 - repairing brakes or cooling systems.
- d. All special offers or discounts offered to the general public for automotive parts and services are to be made available by the Contractor for the States' vehicles.
- e. The Contractor shall provide a card that can be utilized at the pump fuel site; i.e, "pay at the fueling pump site".

A.4. Fuel and Maintenance Payment Card

The Contractor will provide the State with Fuel and Maintenance Payment Cards used to make payment for a wide variety of fuel and maintenance products, automotive parts and services with the following provisions:

- a. Card Design:
 1. The Contractor will provide fuel and maintenance, and parts and services, payment services with the use of a plastic card.
 2. The Contractor will provide a plastic magnetic-strip card designed specifically and exclusively for the State of Tennessee, Motor Vehicle Management (MVM) Fuel and Maintenance Card program. Each plastic card issued shall, at a minimum:
 - a. Display on the face of the card, the name "State of Tennessee, Department of General Services, MVM," and the State's official seal.
 - b. Display on the face of the card, the phrase "For Official Use Only – Tax Exempt."
 - c. Display on the back of the card, the Contractor's toll-free "help" telephone number, for services 24 hours, 7 days per week, 365 days a year.
 - d. Credit card number shall be displayed on the front of the card. Upon contract award vendor and the State shall agree on a numbering sequence for the credit card number that will be on the front of the card.
 - e. The card shall NOT contain any reference to Automatic Teller Machine (ATM) usage.
 - f. The card shall NOT contain the words "purchasing" or "procurement" on the face of the card.
 - g. The card shall NOT display other wording, design or card formats unless agreed to between the Contractor and the State.
- b. Card Issuance and Replacement
 1. The Contractor will issue the initial fuel and maintenance payment cards to the State within a minimum of sixty (60) days, not to exceed ninety (90) days, of the Contract start date to begin transition to the new payment card system. The payment card will be shipped via certified or express mail, for delivery during standard state working hours, 8:00 am to 4:30 pm Central Time, to the address listed in item A.4.b.3 of the Contract.
 2. The Contractor will issue new and replacement fuel and maintenance payment cards within one (1) business day of receipt of the request, from the Contract Administrator, at the cost proposed by the Contractor in section C.3 of this contract. Unless a fuel and maintenance payment card has been terminated or canceled, as provided herein, all cards will expire upon the termination of this Contract.
 - a. Standard payment card replacement shall include but not be limited to, damaged, broken, dysfunctional magnetic strip, lost, or stolen cards.
 3. After initial contract start up, the Contractor will ship fuel and maintenance payment cards to the State via certified or express mail, for delivery during standard state working hours, 8:00 am to 4:30 pm Central Standard Time. Payment cards for the Department of General Services, Motor Vehicle Management are to be delivered to:

Department of General Services
Motor Vehicle Management
Vehicle Assignment Section
2200 Charlotte Avenue
Nashville, TN 37243-0552

c. Card Restrictions

The Contractor will provide the State with the ability to order, change, or cancel fuel and maintenance payment cards, through a web-based interface.

1. Credit Limit Adjustments

- a. The Contractor will provide an initial card limit setting of four hundred dollars (\$400) for automotive services per transaction.
- b. The Contractor will allow the State to establish higher or lower credit limits by submitting a written request to the Contractor. Such requests will be processed by the Contractor within 48 hours after the request has been received.
- c. The Contractor will provide web-based interface by which to approve purchases above card limit settings, on a case-by-case basis. This approval process will be available 24 hours per day, 7 days per week, 365 days a year.

2. MCC or SIC restrictions

- a. The Contractor shall establish charge authorization procedures to insure that certain transactions are denied. These unauthorized transactions will be based upon Standard Industry Classifications (SIC) or card association Merchant Category Codes (MCC) and as instructed by the State. The Contractor shall have no liability or responsibility with respect to the verification or correction of SIC's or MCC's selected by the State or implemented with respect to any provider of fuel and maintenance products, and automotive parts and services.
- b. The Contractor shall block all authorized payment cards from the following:
 1. MCC codes the State deems inappropriate for fuel and maintenance payment card use, including MCC codes for unapproved automobile maintenance and repair service;
 2. Entertainment expenditures (the State will work with the Contractor to determine which MCC codes are entertainment related);
 3. Cash advances from banks or automated teller machines;
 4. Other restrictions may be added to the contract as technology changes.

d. Payment Card Cancellation and Destruction

1. The Contractor shall, upon notification by the State, immediately terminate fuel and maintenance payment cards issued under this agreement. The State shall not be liable for any purchase or charge authorized after receipt of notice of termination or cancellation of a fuel and maintenance payment card by the Contractor from the Contract Administrator.
2. The State and the vehicle operator are not liable for charges resulting from any unauthorized use of the fuel and maintenance payment card. For purposes of this paragraph, an unauthorized use is a use that did not benefit either the State or the authorized vehicle operator; this payment card is for official State use only.
3. The Contractor will allow the State to destroy cards, in a manner mutually agreed upon, which fall into one or more of the following categories:
 - Damaged
 - Cancelled
 - Expired
 - Assigned to a decommissioned vehicle

A.5. Fuel and Maintenance Payment Card Reporting and Invoicing

a. Technical Requirements

1. The Contractor shall provide a web-based program management and reporting system that is hosted by the Contractor, in the form of an Application Service Provider (ASP). The means of accessing the hosted reporting solution must be through a secure connection. In order for a connection to be deemed secure, each connection and/or connection method, and the associated security method employed, must adhere to the State's technical architecture.
2. The Contractor shall establish and maintain a standard format for all electronic records. Electronic access shall consist of two parts:
 - a. The Contractor shall provide and host a web-based system which will allow the State access to all existing fuel and maintenance payment card information including, but not limited to, all current transaction data.
 - b. The Contractor shall provide for availability of data in ASCII format that can be downloaded into software spreadsheets and SQL databases.

b. Reporting Requirements

1. The Contractor shall provide control access to its reporting solution by individual user-ids and passwords. The use of individual user-ids and passwords is required and must comply with State minimum security policy requirements on user ID length and issuance as well as password length and complexity. The link to this information will be provided at contract award.
2. The Contractor shall provide the State with a customized transaction data extract file for upload into the State's accounting system. This information is to be furnished on a weekly basis by a secure electronic transfer in a manner acceptable to State. The data should be for transactions occurring on Monday through the following Sunday of each and every week. The data extract file will be compatible with the current State Information Architecture.
3. The Contractor will provide a minimum of the following information in the electronic record supplied to the State each week:

<u>ITEM</u>	<u>MAXIMUM LENGTH</u>	<u>FORMAT</u>
Transaction Document Number	9	Alpha / Numeric
Date of Transaction	6	YYMMDD
Account number	TBD	Numeric
Vehicle License Number	6	Alpha / Numeric
Vehicle Odometer	7	999,999
Merchant Category Code	3	Alpha / Numeric
Merchant Name	12	Alpha/Numeric
Merchant address (City and State)	14	Alpha/Numeric
Product Quantity	11	999,999,999
Product Amount (Amt. of Purchase)	10	999,999.99
Posting date	6	YYMMDD
Location Identifying Number	8	Alpha/Numeric
County	TBD	Alpha/Numeric

4. The State requires a complete management reporting package as part of the web-based program management and reporting system. The reporting system should provide a capability for the State staff to query the system and create ad hoc reports as required, and to provide the ability to produce a series of standard reports, on a

periodic basis and/or on demand. Standard reporting type formats should include but are not limited to items listed below. The State reserves the right to request report(s) on a monthly or quarterly basis.

Standard Report Formats:

- a. Agency Summary Report consisting of agency month-to-date and year-to-date summary data shall be directed to the Contract Administrator;
- b. Suspended Accounts Report provides summary data indicating Suspended Accounts, Number of Days Past Due and Undisputed Amounts Past Due;
- c. Master Activity Report tracks vendor sales to contract participants and consolidates fuel and maintenance payment card activity of all contract participants;
- d. Contract Administrator Summary Report provides month-to-date and year-to-date summary data.
- e. Account Information Report intended for Contract Administrator providing fuel and maintenance payment card custodian transaction detail information;
- f. Fuel and Maintenance Payment Card custodian Activity Reports lists all the fuel and maintenance payment card custodian's activity intended for fuel and maintenance payment card custodian's use;
- g. Merchant Category Detail Report lists all purchases made with each payment card, subtotaled by merchant category code. Information includes: Date of Transaction, Credit Card Number, Vehicle License Number, Merchant Category Code, Merchant Name, and Transaction Amount;
- h. Financial Summary Report serves as the official invoice, to be provided to the Contract Administrator. This monthly report provides summary information for the State.

c. Prompt Payment Incentives

1. The Contractor will provide prompt payment incentives in the form of discounts to the retail cost of fuel and maintenance purchases if payment in full is made within the schedule set forth in Section C.3.d. of this Contract.

d. Dispute Resolution

1. In order to access payment discounts, the Contractor will allow the State the option of payment of invoice in full. Once an invoicing discrepancy is identified, the Contractor and the State will resolve the dispute and credit adjustments will be made upon resolution.
2. Communications regarding discrepancy for disputed items should include the date, dollar amount of any dispute or suspected error, reference number and a description of the dispute or error. Disputed billings are categorized as, but not necessarily limited to, failure to receive goods or services charged, fraud, forgery, altered charges and charges incurred by telephone where the authenticity of the charge is in question.
3. The State reserves the right to reject acceptance of the electronic transfer of data if it contains "significant" pricing errors. This should be limited to situations where errors are global in nature and individual correction is not feasible. The Contractor must resubmit the data with correct prices before proceeding with the transfer for the next billing cycle. This will not affect the State's ability to receive prompt payment discounts as stated in C.3.d of this Contract.

e. Fraud Detection

1. The Contractor shall monitor, identify and alert the State of potentially fraudulent transactions.

A.6. Customer Service

- a. The Contractor shall provide an electronic training plan for the State's Web-Based Program Management and Reporting System, for State staff people in charge of facilitating the Contract.

b. Toll Free Customer Service Number

1. The Contractor shall provide a 24-hour toll-free telephone help line to assist the State and its vehicle operator with the program and any problems. The help line is available at no billable cost to the State or its vehicle operators and it shall be available 24 hours a day, 7 days a week, 365 days a year. At minimum, the customer service line will provide instruction regarding:
 - payment card usage;
 - access to roadside assistance
 - information regarding location of a fuel and maintenance and/or maintenance site;
 - fraudulent usage reporting;
 - reporting lost or stolen cards.
2. At a minimum, the Contractor will provide fraudulent usage reporting through the Customer Service number, 7 days a week, 365 days a year, from 7:00 A.M. to 6:00 P.M., at no billable cost to the State or its vehicle operators.

c. Maps and Directories

1. The Contractor shall provide signage at all retail locations providing fuel and maintenance products and other automotive goods and/or services, which indicates availability for State vehicles. These signs shall be uniform in size, color, shape and content, and shall meet the approval of State. The Contractor shall be exempted from this signage requirement where ordinances, permitting, regulations, or business practices of a retailer prohibit the display of such language.
2. The Contractor shall provide maps or site directories with directions to the sites where the above described fuel and maintenance products and other automotive goods and services may be obtained.
 - a. The Contractor shall provide the State with a web based link to the maps or site directories that may be posted to the State website as well as one(1) electronic copy of any map and site directory for the purpose of duplication by the State.
 - b. The Contractor will provide one (1) hard copy of the map or site directory.
 - c. The Contractor will provide an updated electronic copy of the map or site directory on a weekly basis.

d. Customer Service Personnel

1. The Contractor shall provide program support services by having a minimum of the following Core Team personnel:
 - a. One Relationship Manager with a minimum of two (2) years of current experience in managing large payment card programs with outstanding

interpersonal and communication skills. The Relationship Manager must have management responsibility for program quality and meeting time frames. He/she must have sufficient authority to act independently to resolve quality related issues at the program level. The Relationship Manager must maintain current knowledge of the program's status and be accessible to State program management.

- b. One Customer Service Representative with a minimum of one (1) year of current experience as a Customer Service Representative with excellent interpersonal and communication skills. The Customer Service representative is expected to be the lead role for the day-to-day operations and interactions that may occur between the State and the Contractor. Areas of knowledge should include, but not be limited to billing, card issuance, card controls, denials disputes, and reporting. This individual must be available in person or by phone during normal business hours.
- c. One Technical Solutions Representative with a minimum of one (1) year of current experience in the payment card industry. The technical solutions representative is expected to coordinate the successful resolution of technological issues that are encountered above and beyond day-to-day operations.

A.7. Fuel and Maintenance Payment Card Locations

The Contractor will submit one copy of vendor information for locations where an agreement to provide services has been reached. This information may be submitted in the form of a spreadsheet and include the following information:

- a. Vendor Name
- b. Location Street Address including city, state, and zip code
- c. Location Phone Number including area code
- d. Hours of Operation

A.8. Implementation/Deliverable Schedule

<u>Item</u>	<u>Deliverable Date</u>
1. Fuel and Maintenance Payment Card Locations (Section A.7 of the Contract)	March 1, 2009
2. Customer Service Personnel assignments (Section A.6.d. of the Contract)	March 15, 2009
3. Issue Initial Payment Cards (Section A.4.b.1 of the Contract)	May 1, 2009
4. Reporting and Invoicing Set-up (Section A.5 of the Contract)	April 1, 2009

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on March 1, 2009 and ending on February 28, 2014. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed WRITTEN DOLLAR AMOUNT (\$NUMBER). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are 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 the payment rates detailed in 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, or increments of service defined in Section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Recurring Charges:

Fee Description	Year 1 03/01/09- 02/28/10	Year 2 03/01/10- 02/28/11	Year 3 03/01/11- 02/29/12	Year 4 03/01/12- 02/28/13	Year 5 03/01/13- 02/28/14
Transaction Fee – Swiped(Signature), per transaction					
Replacement card cost , per card (Section A.4.b)					
Program Administration Cost, per month (Section A.5)					
Customer Service, per month (Section A.6.)					

- c. The Contractor will provide a discount to the State based on Annual Yearly spending on Fuel purchases. The discount percentages are as follows:

Discount Schedule:

Projected Total Annual Spend		Year 1 03/01/09- 02/28/10 Discount Percentage	Year 2 03/01/10- 02/28/11 Discount Percentage	Year 3 03/01/11- 02/29/12 Discount Percentage	Year 4 03/01/12- 02/28/13 Discount Percentage	Year 5 03/01/13- 02/28/14 Discount Percentage
From	To					
\$1.00	\$2,999,999.00					
\$3,000,000.00	\$5,999,999.00					
\$6,000,000.00	\$8,999,999.00					
\$9,000,000.00	\$12,000,000.00					

- d. The Contractor will provide a discount to the State's monthly invoices based upon the discount schedule as described below. Payment will be made in accordance to this schedule and any discrepancies within the invoice will be addressed and reconciled prior to the following month invoice and appropriate credits, if applicable, be granted the State on the next month invoice.

Discount Percentage for Prompt Payment Incentives:

<u>Days</u>	29	28	27	26	25	24	23	22	21	20	19	18	17	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1
Year 1 03/01/09- 02/28/10 Discount Percentage																													
Year 2 03/01/10- 02/28/11 Discount Percentage																													

<u>Days</u>	29	28	27	26	25	24	23	22	21	20	19	18	17	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1
Year 3 03/01/11- 02/28/12 Discount Percentage																													
Year 4 03/01/12- 02/28/13 Discount Percentage																													
Year 5 03/01/13- 02/28/14 Discount Percentage																													

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- 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 as required below prior to any payment.
- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

State of Tennessee
Department of General Services
Motor Vehicle Management
2200 Charlotte Avenue
Nashville, Tennessee 37243-0552
 - b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
 - (1) Invoice/Reference Number (assigned by the Contractor);
 - (2) Invoice Date;
 - (3) Invoice Period (period to which all invoiced charges are applicable);
 - (4) Contract Number (assigned by the State to this Contract);
 - (5) Account Name: Department of General Services, Motor Vehicle Management;
 - (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
 - (7) Contractor Name;
 - (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
 - (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
 - (10) Contractor Remittance Address;
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
 - iv. Amount Due by Service; and
 - v. Total Amount Due for the invoice period.
 - c. The Contractor understands and agrees that an invoice to the State 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) not include any future work but will only be submitted for completed service; and
 - (3) not include sales tax or shipping charges.
 - d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
 - e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.
 - f. Monthly Invoicing Requirements

When invoicing the State, all products and services sold must be identified. Submission of merchant information alone without product identification, as is customary on credit card bills, is insufficient for purposes of this contract. All invoices shall include at minimum, date, and account number, date of transaction, type of transaction, vehicle license number, transaction amount, and product description. The Financial Summary Report serves as the official invoice and is to be provided to the Contract Administrator via U.S. Mail and be available on the Contractor's web-based management and reporting system. If there is a need to send invoicing information via e-mail, the documentation must be submitted in a password protected or otherwise encrypted Portable Document Format (PDF).

1. The Contractor will provide the Contract Administrator with all master account statements within five (5) business days of each statement cycle close. Vehicle account statements must be available via mail and the Contractor's web-based program management and reporting solution.
2. The Contractor must provide the Contract Administrator with a monthly report summarizing fuel and maintenance payment card purchases for all State vehicles not later than the fifth calendar day of the month for the prior month. The monthly report shall include:
 - fuel and maintenance product by type (e.g., unleaded regular, unleaded plus);
 - number of transactions for each product type;
 - units (e.g., gallons) purchased;
 - dollar amount purchased;
 - dollar amount of exempted federal excise taxes;
 - net amount purchased;
 - price per unit; and discount amount;
 - non-fuel and maintenance items purchased, the monthly report must include the type of non-fuel and maintenance item purchased (e.g., repairs);
 - number of transactions for each non-fuel and maintenance purchase;
 - units purchased;
 - dollar amount purchased;
 - net amount purchased; and average price per unit.

- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- 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 this 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. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- 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 ninety (90) days written notice before the effective termination date. The Contractor shall be entitled to receive 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.
- 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 violates any terms of this Contract, 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 of this Contract by the Contractor.
- D.5. 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, they shall contain, at a minimum, sections of this Contract below 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 consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- 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 disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, 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 Public Acts of 2006, Chapter Number 878, of the state of Tennessee, 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 hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, hereto, semi-annually during the period of this Contract. Such 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 period of this Contract, 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 relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such 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. Said 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 Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) 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.10. 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.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. 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.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in 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.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, natural disasters, riots, wars, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, 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 relating hereto, whether written or oral.
- D.19. 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.20. 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 or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Victor Vaughn, Assistant Director
 Department of General Services
 Motor Vehicle Management
 2200 Charlotte Avenue
 Nashville, Tennessee 37243-0552
Victor.vaughn@state.tn.us
 Telephone # (615)327-1449
 FAX # (615) 327-1455

The Contractor:

NAME & TITLE OF CONTRACTOR CONTACT PERSON
CONTRACTOR NAME
ADDRESS
EMAIL ADDRESS
 Telephone # **NUMBER**
 FAX # **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. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 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 pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 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 may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
 - b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
 - c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.
- E.6. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.
- a. The Contractor shall maintain, at minimum, the following insurance coverage:
 - (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
 - (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

NOTE: "Umbrella" or "excess" insurance cannot be substituted for the specified minimum amounts of required liability and workers compensation insurance. Also, prior

to award of contract, the Contractor shall provide a valid certificate of insurance naming the State of Tennessee as an additional insured.

- b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

- E.7. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.8. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et. seq.*, shall be printed unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.9. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.
- a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.
 - b. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.

- c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
- d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

E.10. Ownership of Software and Work Products.

- a. Definitions.
 - (1) "Contractor-Owned Software," which shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
 - (2) "Custom-Developed Application Software," which shall mean customized application software developed by Contractor solely for State.
 - (3) "Rights Transfer Application Software," which shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.
 - (4) "Third-Party Software," which shall mean software not owned by the State or the Contractor.
 - (5) "Work Product," which shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the system solution includes Rights Transfer Application Software, the definition of Work Product shall also include such software.
- b. Rights and Title to the Software
 - (1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted herein.
 - (2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer and/or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties, and Contractor shall cooperate fully in the foregoing endeavors.
 - (3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted thereby.
- c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.

- d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

E.11. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.12. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.

E.13. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

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

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

E.14. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection

with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- E.15. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-321.06-003-09 (Attachment 6.3, Section- B, Item B.13.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Business Diversity Enterprise in form and substance as required by said office.

- E.16. Limitation of Liability. The parties agree that the total liability of the Contractor for breach of this Contract shall not exceed two (2) times the value of this Contract. The value shall be established by the Contract Maximum Liability in Section C.1 and increased by subsequent amendments if any. The foregoing provision shall not limit the Contractor's liability for intentional torts, criminal acts or fraudulent conduct.

- E.17. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.

- E.18. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

IN WITNESS WHEREOF:

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF GENERAL SERVICES:

GWENDOLYN SIMS DAVIS, COMMISSIONER

DATE

APPROVED:

M. D. GOETZ, JR., COMMISSIONER
DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

DATE

ATTACHMENT 1

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	
The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.	
CONTRACTOR SIGNATURE NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.	
PRINTED NAME AND TITLE OF SIGNATORY	
DATE OF ATTESTATION	

ATTACHMENT 6.2**PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Proposer must complete and sign this *Proposal Transmittal and Statement of Certifications and Assurances*. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the Proposer's chief executive or president, this document shall attach evidence showing the individual's authority to bind the proposing entity.

Any contract resulting from this RFP process shall incorporate this *Proposal Transmittal and Statement of Certifications and Assurances* by reference as a part of said contract (refer to *pro forma* contract "Special Terms and Conditions").

PROPOSER LEGAL ENTITY NAME:

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER:
(or Social Security Number)

The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:

- 1) This proposal constitutes a commitment to provide all services as defined in the RFP Attachment 6.1, *Pro Forma* Contract Scope of Services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.1, *Pro Forma* Contract.
- 2) The information detailed in the proposal submitted herewith in response to the subject RFP is accurate.
- 3) The proposal submitted herewith in response to the subject 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.
- 4) The Proposers shall 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;
 - e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
 - f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
 - g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.
- 5) The Proposer attest that Attachment 6.7 Fuel Site Location by County to be true and accurate.

SIGNATURE & DATE:

ATTACHMENT 6.3

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A		
PROPOSER NAME:		
SECTION A — MANDATORY REQUIREMENTS		
The Proposer must address ALL Mandatory Requirements section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). The RFP Coordinator will review all general mandatory requirements, including but not limited to the following: ▪ Proposal received on or before the Proposal Deadline. ▪ Technical Proposal copies and Cost Proposal packaged separately. ▪ Technical Proposal contains NO cost data. ▪ Proposer did NOT submit alternate proposals. ▪ Proposer did NOT submit multiple proposals in a different form. ▪ Technical Proposal does NOT contain any restrictions of the rights of the State or other qualification of the proposal. The RFP Coordinator will also review the proposal to determine if the Mandatory Requirement Items (below) are met and mark each with pass or fail. For each requirement that is not met, the Proposal Evaluation Team must review the proposal and attach a written determination. Any contract resulting from this RFP process shall incorporate by reference the respective proposal responses to all items below as a part of said contract (refer to <i>pro forma</i> contract “Special Terms and Conditions”). NOTICE: In addition to these requirements, the State will also evaluate compliance with ALL RFP requirements.		
Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items	State Use ONLY
		Pass/Fail
	A.1 Provide the Proposal Transmittal and Statement of Certifications and Assurances (detailed in RFP Attachment 6.2) completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. <i>Each Proposer <u>must</u> sign the Proposal Transmittal and Statement of Certifications and Assurances without exception or qualification.</i>	
	A.2 Provide the following as documentation of financial responsibility and stability. ▪ a current written bank reference, in the form of a standard business letter, indicating that the proposer’s business relationship with the financial institution is in positive standing ▪ two current written, positive credit references, in the form of standard business letters, from vendors with which the proposer has done business or, documentation of a positive credit rating determined by a accredited credit bureau within the last 6 months	

Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items	State Use ONLY
		Pass/Fail
	A.3 Provide a statement of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict. <i>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.</i>	

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B

PROPOSER NAME:

SECTION B — QUALIFICATIONS & EXPERIENCE

The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's "qualifications and experience" responses.

Any contract resulting from this RFP process shall incorporate by reference the respective proposal responses to all items below as a part of said contract (refer to *pro forma* contract "Special Terms and Conditions").

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	B.1 Describe the Proposer's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, and telephone number of the person the State should contact regarding the proposal.
	B.2 Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years, and if so, an explanation providing relevant details.
	B.3 Provide a statement of whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony, and if so, an explanation providing relevant details.
	B.4 Provide a statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.
	B.5 Provide a statement of whether, in the last ten years, the Proposer 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, and if so, an explanation providing relevant details.
	B.6 Provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFP.
	B.7 Provide a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP.
	B.8 Briefly describe how long the Proposer has been performing the services required by this RFP and include the number of years in business.
	B.9 Describe the Proposer organization's number of employees, client base, and location of offices.

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	B.10 Provide a narrative description of the proposed project team, its members, and organizational structure.
	B.11 Provide a personnel roster and resumes of key people who shall be assigned by the Proposer to perform duties or services under the contract (include estimated number of hours to be worked on the contract for each person, and the resumes shall detail each individual's title, education, current position with the Proposer, and employment history) as well as an organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP and illustrating the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP.
	B.12 Provide a statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform.
	B.13 Provide documentation of Proposer commitment to diversity as represented by its business strategy, business relationships, and workforce — this documentation should detail: ▪ a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability and small business enterprises ▪ a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a disability and small business enterprises, including the following information - o contract description and total value - o contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability) - o contractor contact and telephone number ▪ an estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: - o participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics) - o descriptions of anticipated contracts - o names and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated ▪ the percent of the Proposer's total current employees by ethnicity, sex, and disability <i>Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a disability and small business enterprises and that offers a diverse workforce to meet service needs.</i>

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	B.14 Provide customer references for similar projects representing both three of the larger accounts currently serviced by the vendor and three completed projects as well as a list, if any, of all current contracts with the State of Tennessee and all those completed within the previous five year period. The references shall be provided to the State in the form of questionnaires that have been fully completed by the individual providing the reference. The State has included the reference check questionnaire to be used, as RFP Attachment 6.6. THE PROPOSER MUST USE THIS FORM, OR AN EXACT DUPLICATE THEREOF. The Proposer will be solely responsible for obtaining the fully completed reference check questionnaires, and for including them within the Proposer's sealed Technical Proposal. In order to obtain and submit the completed reference check questionnaire, the Proposer shall follow the process detailed below exactly: 1. Proposer makes an exact duplicate (paper or Word electronic document) of the State's form, as it appears in RFP Attachment 6.6. 2. Proposer sends the copy of the form to the reference it has chosen, along with a new, standard #10 envelope that is capable of being sealed. 3. Proposer directs the individual providing the reference check feedback to complete the form in its entirety, sign and date it, seal it with in the provided envelope. The individual may prepare a manual document or complete the exact duplicate Word document and print the completed copy for submission. After sealing the envelope, the individual providing the reference <u>must sign his or her name in ink across the sealed portion of the envelope</u> and return it directly to the Proposer. The Proposer will give the reference check provider a deadline, such that the Proposer will be able to collect all references in time to include them within its sealed Technical Proposal. 4. When the Proposer receives the sealed envelopes from the reference check providers, the Proposer <u>will not</u> open them. Instead, the Proposer will enclose all of the unopened reference check envelopes, in an easily identifiable larger envelope, and will include this envelope as a part of the written Technical Proposal. Therefore, when the State opens the Technical Proposal box containing the original copy of the Technical Proposal in accordance with RFP Section 3.1.2, the State will find a clearly labeled envelope enclosed, which contains all of the sealed reference check envelopes. 5. The State will base its reference check evaluation on the contents of these envelopes. <u>THE STATE WILL NOT ACCEPT LATE REFERENCES OR REFERENCES SUBMITTED THROUGH ANY OTHER CHANNEL OF SUBMISSION OR MEDIUM, WHETHER WRITTEN, ELECTRONIC, VERBAL, OR OTHERWISE.</u> Each completed reference must include: ▪ the company name and business address; ▪ the name, title, and telephone number of the company contact knowledgeable about the project work; and ▪ a brief description of the service provided and the period of service. The list of contracts with the State of Tennessee must include:

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items	
	▪ the contract number; ▪ the contract term; and ▪ the procuring state agency for each reference. <i>Each evaluator will generally consider the results of reference inquiries by the State regarding <u>all</u> references provided (both state and non-state). Current or prior contracts with the State are not a prerequisite and are not required for the maximum evaluation score possible, and the existence of such contracts with the State will not automatically result in the addition or deduction of evaluation points.</i>	
(Maximum Section B Score = 15)		
SCORE (for <u>all</u> Section B items above, B.1 through B.14):		

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C

PROPOSER NAME:

SECTION C — TECHNICAL APPROACH

The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

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

The RFP Coordinator will multiply each item score by the assigned weight with the product being the item's raw weighted score for purposes of calculating the section score as detailed at the end of this table.

Any contract resulting from this RFP process shall incorporate by reference the respective proposal responses to all items below as a part of said contract (refer to *pro forma* contract "Special Terms and Conditions").

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	C.1 Provide a narrative that illustrates the Proposer's understanding of the State's requirements and project schedule.		7	
	C.2 Provide a narrative that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		6	
	C.3 Provide a narrative that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		6	
	C.4 Provide a detailed description of its ability to net out federal fuel and maintenance taxes.		9	
	C.5 Software Browser The Proposer will provide a diagram of its system software and will provide assurance that the current structure will have complete compatibility with the minimal technical requirements that have been established through the State's current technical architecture. The Proposer may request a copy of the architecture by submitting a written request in accordance with RFP section 1.1		7	
	C.6 Network and Connectivity The Proposer shall provide an itemization of all major systems, components, layouts and/or		7	

	diagrams to support the network and associated connectivity in the state production environment.			
	C.7 Data Backup The Proposer shall provide documentation of how it provides for the storage and management of data that is being stored within the Applicant Services system at the vendor site. This section should describe how often complete data backups vs. incremental data backups are performed, and how the vendor protects the data through off-site storage and transport.		7	
	C.8. Disaster Recovery The Proposer shall provide documentation of its Disaster Recovery Plan. The Proposer shall provide an alternate processing arrangement that will have the State's system operational after a disaster, whether natural or man-made, within 24 hours. The Proposer shall identify its alternative processing site and the disaster recovery testing cycle and frequency.		7	
	C.9. Internal Controls and Security The Proposer must fully describe its approach to application and system security, including but not limited to the use of firewall hardware and software and how these will be configured in their network. The Proposer must provide a security infrastructure diagram and submit a narrative response to each of the sections on the diagram explaining how their proposal addresses each element of the security infrastructure. Proposers must describe how they would: • Ensure that the State's confidential data is protected from unauthorized access while: 1. In transit – provide the ability to execute secure, authenticated, two-way transactions to ensure confidential data is protected from unauthorized use, modification or destruction. 2. In storage – provide the ability to encrypt confidential data as well as segment and separate confidential data from public data to ensure that confidential data in databases from which public data is being extracted will not be compromised;		7	

	• Ensure integrity of data – describe how data and transaction integrity and confidentiality will be maintained; address legal issues with regard to misuse or fraud and options for resolution; • Ensure data reliability – describe how sufficient detail and summary information will be maintained to ensure statutory and regulatory reporting and compliance responsibilities; • Ensure data availability – describe how data and network access continuity will be maintained, ensuring its availability for required business processes; • Ensure physical and environmental control – describe method planned to prohibit users from accessing data or computer facilities unless such access was expressly approved by the State; and determine environmental control required to mitigate the risk of loss of resources; • Provide authentication – Discuss the authentication mechanism and/or platforms which provide authentication services within the environment including multi-factor authentication services and/or physical authentication or biometrics utilized at facilities. • Provide audit capabilities – implement date-time stamp and an audit trail for identifying all network security breaches and attempted breaches; implement penetration analysis and intrusion detection policies to ensure that the Portal remains as secure as possible over time. • Provide a security assessment – The Contractor shall implement biannual third party security assessments (e.g. penetration tests, vulnerability scanning and reporting) to ensure that the portal remains as secure as possible over time. The Contractor shall ensure that the results are delivered to the State in a timely fashion and that there is a secure mechanism for the delivery of the assessment reports. The proposal must describe how the Proposer would tie into existing State Directory Servers for authentication if the State required this capability. The Proposer must also describe how the system architecture and design supports the State's security policy requirements.			
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Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	The Proposer must provide a minimum of network, server, and transaction security concerning each part of their diagram. Full audit trails must be maintained throughout the entire transaction lifetime. A rigorous change management and configuration management process must be designed to ensure security and availability. The proposal must describe how the Proposer would tie in to existing State Directory Servers for authentication if the State required this capability			
	C.10. Provide a contract implementation and deliverable schedule that illustrates the Proposer's understanding of the State's requirement of the Pro forma contract section A.8.		7	
	C.11. Describe understanding and approach to providing Contract Implementation Services as described in RFP Attachment 6.1 – Pro Forma Contract Scope of Services, Section A.8. The Proposer shall provide a detailed <u>Initial Contract Implementation Plan</u> that must include at a minimum: a. Proposer's implementation team members. b. Timeline, tasks and responsible parties for issuing Fuel and Maintenance Payment Cards by the expected available use date of May 1, 2009.		9	

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	c. All customer support that will be provide during initial transition such as on-site visits, technical assistance, program documentation assistance, etc. d. Electronic training plan for the <u>Proposer's Web-Based Program Management and Reporting System</u> for the following groups : i) State MVM Fuel and Maintenance Payment card Administrator ii) State MVM Program Staff e. The process, including sample documentation and file specifications, for establishing agency master accounts with their corresponding contact, hierarchy, SIC/MCC specifications and accounting code validation values f. The process, including sample documentation and file specifications, for establishing current cardholder accounts as well as future mass cardholder account setups g. The process, including sample documentation and file specifications, for establishing and receiving the <u>Transaction Data Extract File</u> as described in RFP Attachment 6.1 - Pro Forma Contract Scope of Services, Section A.5.b.2.			

	C.12 Security The Proposer shall provide documentation of its approach to security including the ability to meet the following requirements: - Ensure the implementation and maintenance of industry and payment card association standard security guidelines, protocols and procedures. - Describe fraud detection system that will be used to identify potentially fraudulent transactions and the process to notify the State. - Provide an audit trail of the aforementioned fraud detection system information and any other evidence of security breaches to the State and its affiliates. - Ensure full cooperation with state officials and law enforcement agencies in case of security breaches involving criminal and/or no criminal activity. - Describe overall, system-wide restrictions that would limit payment card use to fuel and maintenance items only. - Describe restrictions that can be placed on the payment card to limit purchases of fuel and maintenance by type, grade, dollar amount, and volume. - Describe options available to vehicle operator if a payment card fails to scan because of a magnetic-stripe or inoperable equipment.		9	
	C.13 Provide a description of how the Proposer will supply county reporting information as a part of electronic record.		4	
	C.14 Provide a procedure for how the Proposer will handle service interruptions.		3	
	C.15. Provide a description of electronic record information will be supplied to the State, with the minimum requirements as stated in the Pro forma Contract section A.5.b.3.		5	
Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>				
Total Raw Weighted Score maximum possible raw weighted score <i>(i.e., 5 x the sum of item weights above)</i>				
X 25 <i>(maximum section score)</i>				
= SCORE:				

SITE PROPOSAL & EVALUATION GUIDE — SECTION D

PROPOSER NAME:

SECTION D — SITE PROPOSAL

The Proposer must address ALL Site Proposal section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring Item D.1.:

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

For Items D.2 – D-96 the number of sites listed in each county will equal the score attained, see Attachment 6.7. A minimum of one site in each county is required to earn points for the corresponding county.

The RFP Coordinator will multiply each item score by the assigned weight with the product being the item's raw weighted score for purposes of calculating the section score as detailed at the end of this table.

Any contract resulting from this RFP process shall incorporate by reference the respective proposal responses to all items below as a part of said contract (refer to *pro forma* contract "Special Terms and Conditions").

Proposal Page # (to be completed by Proposer)	Site Proposal Details	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	D.1 The Proposer shall submit an exact copy of Attachment 6.7., a listing of participating fuel and maintenance sites across the State that accepts Proposer's card for payment, for each county in Microsoft Excel format on CD labeled with the Proposers' name, RFP 321.06-003, date, and the wording "Site Proposal Details" with description of the fuel and maintenance payment card's coverage and acceptance throughout Tennessee. This should include, at a minimum: a. Full disclosure of any known limitations to acceptance of the proposed payment card. The proposer shall list sites that offer fuel and maintenance, hours of operation, accepts pay-at-the-pump transactions, also list the address of the fuel and maintenance location (to include the street, city, and phone number) and fuel and maintenance brand. However, site location scoring will be based on the number of sites in each county and the sections in which the sites fall. Only sites located in the State of Tennessee shall be scored for purposes of this RFP. No duplication will be allowed in Sections A on Attachment 6.7. Stations may be duplicated for Sections B and D only. The total number of sites in all categories for all counties in Tennessee will be calculated and the following range applied to determine score for this section: >40% of total sites in Sections A = 5pts 30 – 39.9% of total sites in Sections A = 4 pts 20 – 29.9% of total sites in Sections A = 3 pts. 10 – 19.9% of total sites in Sections A = 2pts 0 – 9.9% of total sites in Sections A = 1 pts		65	

Proposal Page # (to be completed by Proposer)	County	State Use ONLY		
		Total Number of Sites in Attachment 6.7	Item Weight	Raw Weighted Score
	D.2. Anderson County		25	
	D.3. Bedford County		20	
	D.4 Benton County		10	
	D.5. Bledsoe County		10	
	D.6. Blount County		25	
	D.7. Bradley County		25	
	D.8. Campbell County		20	
	D.9. Cannon County		10	
	D.10. Carroll County		15	
	D.11. Carter County		20	
	D.12. Cheatham County		20	
	D.13. Chester County		10	
	D.14. Claiborne County		15	
	D.15. Clay County		5	
	D.16 Cocke County		15	
	D.17. Coffee County		20	
	D.18. Crockett County		10	
	D.19. Cumberland County		20	
	D.20 Davidson County		35	
	D.21. Decatur County		5	
	D.22. Dekalb County		10	
	D.23. Dickson County		20	
	D.24. Dyer County		20	
	D.25. Fayette County		15	

Proposal Page # (to be completed by Proposer)	County	State Use ONLY		
		Total Number of Sites in Attachment 6.7	Item Weight	Raw Weighted Score
	D.26. Fentress County		10	
	D.27. Franklin County		20	
	D.28. Gibson County		20	
	D.29. Giles County		15	
	D.30. Grainger County		10	
	D.31. Greene County		20	
	D.32. Grundy County		10	
	D.33. Hamblen County		20	
	D.34. Hamilton County		30	
	D.35. Hancock County		5	
	D.36. Hardeman County		15	
	D.37. Hardin County		15	
	D.38. Hawkins County		20	
	D.39. Haywood County		10	
	D.40. Henderson County		15	
	D.41. Henry County		15	
	D.42. Hickman County		10	
	D.43. Houston County		5	
	D.44. Humphreys County		10	
	D.45. Jackson County		5	
	D.46. Jefferson County		20	
	D.47. Johnson County		10	
	D.48. Knox County		30	
	D.49. Lake County		5	

Proposal Page # (to be completed by Proposer)	County	State Use ONLY		
		Total Number of Sites in Attachment 6.7	Item Weight	Raw Weighted Score
	D.50. Lauderdale County		15	
	D.51. Lawrence County		20	
	D.52. Lewis County		5	
	D.53. Lincoln County		15	
	D.54. Loudon County		20	
	D.55. Macon County		10	
	D.56. Madison County		25	
	D.57. Marion County		15	
	D.58. Marshall County		15	
	D.59. Maury County		25	
	D.60. McMinn County		20	
	D.61. McNairy County		15	
	D.62. Meigs County		5	
	D.63. Monroe County		20	
	D.64. Montgomery County		25	
	D.65. Moore County		5	
	D.66. Morgan County		10	
	D.67. Obion County		15	
	D.68. Overton County		10	
	D.69. Perry County		5	
	D.70. Pickett County		5	
	D.71. Polk County		10	
	D.72. Putnam County		20	
	D.73. Rhea County		15	

Proposal Page # (to be completed by Proposer)	County	State Use ONLY		
		Total Number of Sites in Attachment 6.7	Item Weight	Raw Weighted Score
	D.74. Roane County		20	
	D.75. Robertson County		20	
	D.76. Rutherford County		25	
	D.77. Scott County		10	
	D.78. Sequatchie County		5	
	D.79. Sevier County		25	
	D.80. Shelby County		35	
	D.81. Smith County		10	
	D.82. Stewart County		10	
	D.83. Sullivan County		25	
	D.84. Sumner County		25	
	D.85. Tipton County		20	
	D.86. Trousdale County		5	
	D.87. Unicoi County		10	
	D.88. Union County		10	
	D.89. Van Buren County		5	
	D.90. Warren County		20	
	D.91. Washington County		25	
	D.92. Wayne County		10	
	D.93. Weakley County		15	
	D.94. White County		15	
	D.95. Williamson County		25	

Proposal Page # (to be completed by Proposer)	County	State Use ONLY		
		Total Number of Sites in Attachment 6.7	Item Weight	Raw Weighted Score
	D.96. Wilson County		25	
Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>				
Total Raw Weighted Score		X 10 <i>(maximum section score)</i>	= SCORE:	
Highest Raw Weighted Score from all proposals)				

RFP ATTACHMENT 6.3.— SECTION E

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION E ORAL PRESENTATION. The Proposer must address ALL Oral Presentation Items (below).

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

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

The RFP Coordinator will multiply each item score by the assigned weight with the product being the item's raw weighted score for purposes of calculating the section score as detailed at the end of this table.

Each Proposer's presentation shall last not longer than one (1) hour, with a twenty (20) minute minimum.

PROPOSER LEGAL ENTITY NAME:			
Oral Presentation Items	Score	Weight	Raw Weighted Score
E.1. Provide a Power Point Presentation of how the Fuel and Maintenance Payment Card will look, key functions, how it will work at the pump, and how a receipt will look.		35	
E.2. Presentation must include a sample of what the Proposer's invoices will look like and how they will be submitted to the State.		35	
E.3 Explain how your company intends to meet Level III reporting requirements.		30	
<i>The RFP Coordinator will use this sum and the formula below to calculate the score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>			
Total Raw Weighted Score: (sum of Raw Weighted Scores above)			
Total Raw Weighted Score maximum possible raw weighted score <i>(i.e., 5 x the sum of item weights above)</i>			
X 5 <i>(maximum section score)</i>			
= SCORE:			
<i>State Use – Evaluator Identification:</i>			
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>			

ATTACHMENT 6.4., Section A

COST PROPOSAL & SCORING GUIDE

NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as required.

PROPOSER NAME:

SIGNATURE & DATE:

NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer's chief executive or president, this Statement of Certifications and Assurances SHALL attach evidence showing the Signatory's authority to bind the Proposer.

COST PROPOSAL SCHEDULE

The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of service including all services as defined in the RFP Attachment 6.1, *Pro Forma Contract Scope of Services* for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State. All monetary amounts are United States currency.

Cost Item Description	Proposed Cost					State Use ONLY		
	Year 1 03/01/09- 02/28/10	Year 2 03/01/10- 02/28/11	Year 3 03/01/11- 02/29/12	Year 4 03/01/12- 02/28/13	Year 5 03/01/13- 02/28/14	Sum	Weight	Weighted Cost
Transaction Fee – Swiped(Signature), Per Transaction							40	
Replacement payment card cost , per card (Section A.4.b)							40	
Program Administration Cost, per month (Section A.5)							10	
Customer Service, per month (Section A.6.)							10	
<i>The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.</i>						Evaluation Cost Amount: <i>(sum of all weighted cost amounts above)</i>		
Lowest Evaluation Cost Amount from <u>all</u> Proposals Evaluation Cost Amount Being Evaluated						X 10 <i>(maximum section score)</i>	= SCORE:	

ATTACHMENT 6.4., Section B

COST PROPOSAL & SCORING GUIDE

NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as required.

PROPOSER NAME:

SIGNATURE & DATE:

NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer's chief executive or president, this Statement of Certifications and Assurances SHALL attach evidence showing the Signatory's authority to bind the Proposer.

DISCOUNT PERCENTAGE PROPOSAL SCHEDULE

The proposed discount percentage, detailed below, shall indicate the proposed discount schedule for the quantity of fuel purchases made by the State as defined in the RFP Attachment 6.1, *Pro Forma* Contract Scope of Services for the total contract period. The proposed discount schedule and the submitted technical proposal associated with this discount schedule shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State. All monetary amounts are United States currency.

Projected Total Annual Spend		Discount Percentage					State Use Only
		Year 1 03/01/09- 02/28/10 Discount Percentage	Year 2 03/01/10- 02/28/11 Discount Percentage	Year 3 03/01/11- 02/29/12 Discount Percentage	Year 4 03/01/12- 02/28/13 Discount Percentage	Year 5 03/01/13- 02/28/14 Discount Percentage	Sum
From	To						
\$1.00	\$2,999,999.00						
3,000,000.00	5,999,999.00						
6,000,000.00	8,999,999.00						
9,000,000.00	12,000,000.00						
<i>The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.</i>							
Discount Percentage Being Evaluated Highest Discount Percentage from <u>all</u> Proposals					X 25 (maximum section score)	= SCORE:	

ATTACHMENT 6.4., Section C

COST PROPOSAL & SCORING GUIDE

NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as required.

PROPOSER NAME:

SIGNATURE & DATE:

NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer's chief executive or president, this Statement of Certifications and Assurances SHALL attach evidence showing the Signatory's authority to bind the Proposer.

DISCOUNT PERCENTAGE PROPOSAL SCHEDULE

The proposed discount percentage, detailed below, shall indicate the proposed discount schedule for the quantity of fuel purchases made by the State as defined in the RFP Attachment 6.1, *Pro Forma* Contract Scope of Services for the total contract period. The proposed discount schedule and the submitted technical proposal associated with this discount schedule shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State. All monetary amounts are United States currency.

Discount Percentage for Prompt Payment Incentives	Discount Percentage					State Use Only
<u>Days</u>	Year 1 03/01/09- 02/28/10	Year 2 03/01/10- 02/28/11	Year 3 03/01/11- 02/29/12	Year 4 03/01/12- 02/28/13	Year 5 03/01/13- 02/28/14	Sum
29						
28						
27						
26						
25						
24						

Attachment 6.4 Section C, Continued

Discount Percentage for Prompt Payment Incentives	Year 1 03/01/09- 02/28/10	Year 2 03/01/10- 02/28/11	Year 3 03/01/11- 02/29/12	Year 4 03/01/12- 02/28/13	Year 5 03/01/13- 02/28/14	Sum
23						
22						
21						
20						
19						
18						
17						
16						
15						
14						
13						
12						
11						
10						
9						
8						

Attachment 6.4 Section C, Continued

Discount Percentage for Prompt Payment Incentives	Year 1 03/01/09- 02/28/10	Year 2 03/01/10- 02/28/11	Year 3 03/01/11- 02/29/12	Year 4 03/01/12- 02/28/13	Year 5 03/01/13- 02/28/14	Sum
7						
6						
5						
4						
3						
2						
1						
<i>The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.</i>						Evaluation Cost Amount: (sum of all weighted cost amounts above)
Discount Percentage Being Evaluated Highest Discount Percentage from <u>all</u> Proposals						X 15 (maximum section score)
						= SCORE:

ATTACHMENT 6.5

PROPOSAL SCORE SUMMARY MATRIX

RFP Coordinator		Date				
QUALIFICATIONS & EXPERIENCE Maximum Points: 15	PROPOSER NAME		PROPOSER NAME		PROPOSER NAME	
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
TECHNICAL APPROACH Maximum Points: 20						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
SITE PROPOSAL Maximum Points: 10						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	

ATTACHMENT 6.5 CONTINUED

ORAL PRESENTATION PROPOSAL Maximum Points: 5						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
COST PROPOSAL SECTION A Maximum Points: 10	SCORE:		SCORE:		SCORE:	
COST PROPOSAL SECTION B Maximum Points: 25	SCORE:		SCORE:		SCORE:	
COST PROPOSAL SECTION C Maximum Points: 15	SCORE:		SCORE:		SCORE:	
PROPOSAL SCORE Maximum Points: 100	TOTAL SCORE:		TOTAL SCORE:		TOTAL SCORE:	

ATTACHMENT 6.6

**STATE OF TENNESSEE
RFP 321.06-003
FUEL AND MAINTENANCE PAYMENT CARD PROGRAM
REFERENCE INFORMATION QUESTIONNAIRE**

Note: *If completing questionnaire using Word, click in the Text Box provided (1st page only) to enter data (i.e., Proposer's Name:, etc.)*

Proposer's Name:

Reference (Client Organization) Name and Address:

Individual Responding to This
Request for Reference Information:

Printed Name

Signature (MUST BE THE SAME AS THE SIGNATURE ACROSS THE ENVELOPE SEAL)

Individual's Title:

Individual's Telephone Number:

Date Reference Form Was Completed:

NOTE: Reference should complete responses to the seven items that appear on the following pages. If completed using a Word document, use as much space as required. If completed manually, record response in space provided.

ATTACHMENT 6.6 (CONTINUED)

1. List all active contracts and total amounts within the last 24 months with the Proposer.

2. Describe the services provided by the Proposer to your organization.

3. Rate your overall satisfaction with the Proposer. Indicate on a scale of 1 to 5 with 1 being "least satisfied" and 5 being "most satisfied."

1 2 3 4 5

4. If you answered 3 or less to the previous question, what could the Proposer have done to improve their rating?

5. Rate your level of satisfaction with the Proposer's project management structures, processes, and personnel? Indicate on a scale of 1 to 5 with 1 being "least satisfied," and 5 being "most satisfied."

1 2 3 4 5

6. Rate your level of satisfaction with the Proposer's line-level staff (e.g. business and auditing staff). Indicate on a scale of 1 to 5 with 1 being "least satisfied" and 5 being "most satisfied."

1 2 3 4 5

7. Was the Proposer, in your opinion, in compliance with the contract throughout their provision of services to your organization? If not, please explain.

8. Would you use the services of the Proposer again? Indicate on a scale of 1 to 5 with 1 being "absolutely not" and 5 being "absolutely yes."

1 2 3 4 5

ALPHABETICAL COUNTY LISTING WITH ASSOCIATED CODE							
01	Anderson County	26	Franklin County	51	Lewis County	76	Scott County
02	Bedford County	27	Gibson County	52	Lincoln County	77	Sequatchie County
03	Benton County	28	Giles County	53	Loudon County	78	Sevier County
04	Bledsoe County	29	Grainger County	54	Macon County	79	Shelby County
05	Blount County	30	Greene County	55	Madison County	80	Smith County
06	Bradley County	31	Grundy County	56	Marion County	81	Stewart County
07	Campbell County	32	Hamblen County	57	Marshall County	82	Sullivan County
08	Cannon County	33	Hamilton County	58	Maury County	83	Sumner County
09	Carroll County	34	Hancock County	59	McMinn County	84	Tipton County
10	Carter County	35	Hardeman County	60	McNairy County	85	Trousdale County
11	Cheatham County	36	Hardin County	61	Meigs County	86	Unicoi County
12	Chester County	37	Hawkins County	62	Monroe County	87	Union County
13	Claiborne County	38	Haywood County	63	Montgomery County	88	Van Buren County
14	Clay County	39	Henderson County	64	Moore County	89	Warren County
15	Cocke County	40	Henry County	65	Morgan County	90	Washington County
16	Coffee County	41	Hickman County	66	Obion County	91	Wayne County
17	Crockett County	42	Houston County	67	Overton County	92	Weakley County
18	Cumberland County	43	Humphreys County	68	Perry County	93	White County
19	Davidson County	44	Jackson County	69	Pickett County	94	Williamson County
20	Decatur County	45	Jefferson County	70	Polk County	95	Wilson County
21	DeKalb County	46	Johnson County	71	Putnam County		
22	Dickson County	47	Knox County	72	Rhea County		
23	Dyer County	48	Lake County	73	Roane County		

ATTACHMENT 6.8 Continued

24	Fayette County	49	Lauderdale County	74	Robertson County		
25	Fentress County	50	Lawrence County	75	Rutherford County		