



**STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION**

**REQUEST FOR PROPOSALS
FOR
Junior Ranger & State Park Passport
Program Book Illustrations**

RFP # 32701-05390

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1. INTRODUCTION

The State of Tennessee, Department of Environment and Conservation, hereinafter referred to as “the State,” issues this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses and selecting a contractor to provide the needed goods or services.

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

1.1. Statement of Procurement Purpose

The Interpretive Programming and Education (IPE) team is seeking a qualified artist to illustrate and design books for the Junior Ranger program and the Tennessee State Park Passport. The Junior Ranger book is geared towards 9 – 12 year-olds looking for a self-guided experience. The current statewide Junior Ranger booklet ([linked here](#)) will be redesigned, with the intent of each park eventually having their own site-specific booklet. The Passport book is a place for visitors of all ages to plan and document their travels to all the Tennessee State Parks. The current Passport (Attachment 2) can be found in the supporting attachments. When a visitor has visited and received a stamp from every park, they receive an Ambassador certificate, a gift bag, and are featured on the tnstateparks.com website.

The maximum budget for the entire scope of work is \$250,000.00.

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

The RFP Attachment 6.6., *Pro Forma* Contract details the State’s requirements:

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

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

1.3. Nondiscrimination

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

1.4. RFP Communications

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

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

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

Nicholas Edwards, Director of Sourcing
 Central Procurement Office
 Department of General Services
 William R. Snodgrass Tennessee Tower
 312 Rosa L. Parks Ave., 3rd Floor
 Nashville, TN 37243
 615-630-8343
 nicholas.edwards@tn.gov

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

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFP (visit <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/godbe-general-contacts.html> for contact information); and
- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Rachael Maitland
 TDEC Nondiscrimination Coordinator
 312 Rosa L. Parks Ave.,
 Nashville, TN 37243
 Office of Policy & Planning
 Rachael.Maitland@tn.gov
 Phone: 423-836-8925

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response. It is encouraged for Respondents to submit bids digitally.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may

be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo--supplier-information/request-for-proposals--rfp--opportunities1.html>.

- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

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

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

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

- 1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. **Pre-Response Conference**

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is not mandatory, and prospective Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 263 697 139 674

Passcode: JjC8N5

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents

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must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.8 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. **Notice of Intent to Respond**

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

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

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

1.9. **Response Deadline**

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

2. RFP SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		April 29, 2024
2. Disability Accommodation Request Deadline	2:00 p.m.	May 6, 2024
3. Pre-response Conference	11:00 a.m.	May 8, 2024
4. Notice of Intent to Respond Deadline	2:00 p.m.	May 10, 2024
5. Written "Questions & Comments" Deadline	2:00 p.m.	May 24, 2024
6. State Response to Written "Questions & Comments"		June 7, 2024
7. Response Deadline	2:00 p.m.	June 21, 2024
8. State Completion of Technical Response Evaluations		July 8, 2024
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	July 9, 2024
10. Negotiations (Optional)	4:30 p.m.	July 10-12, 2024
11. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	July 15, 2024
12. End of Open File Period		July 22, 2024
13. State sends contract to Contractor for signature		July 24, 2024
14. Contractor Signature Deadline	2:00 p.m.	July 31, 2024

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.8).

3. RESPONSE REQUIREMENTS

3.1. Response Form

A response to this RFP must consist of two parts, a Technical Response and a Cost Proposal.

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

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

- 3.1.1.1. A Respondent should duplicate and use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversized exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Response should correspond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a response to be non-responsive and reject it if:
- a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
 - b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

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

- 3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.
- 3.1.2.3. A Respondent must sign and date the Cost Proposal.
- 3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Response Delivery

- 3.2.1. A Respondent must ensure that both the Technical Response and Cost Proposal files meet all form and content requirements, including all required signatures, as detailed within this RFP.
- 3.2.2. A Respondent must submit their response as specified in one of the two formats below.
- 3.2.2.1. Digital Media Submission

3.2.2.1.1. Technical Response

The Technical Response document should be in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive and should be clearly identified as the:

"RFP #32701-05390 TECHNICAL RESPONSE ORIGINAL"

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

"RFP # 32701-05390 TECHNICAL RESPONSE COPY"

The customer references should be delivered by each reference in accordance with RFP Attachment 6.4. Reference Questionnaire.

3.2.2.1.2. Cost Proposal:

The Cost Proposal should be in the form of one (1) digital document in "PDF" or "XLS" format properly recorded on a separate, otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled:

"RFP #32701-05390 COST PROPOSAL"

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

3.2.2.2. E-mail Submission

3.2.2.2.1. Technical Response

The Technical Response document should be in the form of one (1) digital document in "PDF" format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should be clearly identified as follows:

"RFP #32701-05390 TECHNICAL RESPONSE"

The customer references should be delivered by each reference in accordance with RFP Attachment 6.4. Reference Questionnaire.

3.2.2.2.2. Cost Proposal:

The Cost Proposal should be in the form of one (1) digital document in “PDF” or “XLS” format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should be clearly identified as follows:

“RFP #32701-05390 COST PROPOSAL”

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

- 3.2.3. For e-mail submissions, the Technical Response and Cost Proposal documents must be dispatched to the Solicitation Coordinator in separate e-mail messages. For digital media submissions, a Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

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

“DO NOT OPEN... RFP # 32701-05390 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”

- 3.2.3.2. The Cost Proposal must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 32701-05390 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

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

“RFP # 32701-05390 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

- 3.2.3.4. Any Respondent wishing to submit a Response in a format other than digital may do so by contacting the Solicitation Coordinator.

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

Nicholas Edwards, Director of Sourcing
 Central Procurement Office
 Department of General Services
 William R. Snodgrass Tennessee Tower
 312 Rosa L. Parks Ave., 3rd Floor
 Nashville, TN 37243
 615-630-8343
 nicholas.edwards@tn.gov

3.3. **Response & Respondent Prohibitions**

- 3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.
- 3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.
- 3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.
- 3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).
- 3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:
- 3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
- 3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
- 3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.
- 3.3.9. This RFP is also subject to Tenn. Code Ann. § 12-4-101—105.

3.4. **Response Errors & Revisions**

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be

allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. Response Withdrawal

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

3.6. Additional Services

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

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

3.7. Response Preparation Costs

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

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.8). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

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

4.3. State Right of Rejection

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

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

4.4. Assignment & Subcontracting

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

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

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

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

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

4.5. Right to Refuse Personnel or Subcontractors

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

4.6. Insurance

The State will require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

4.7. Professional Licensure and Department of Revenue Registration

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.
- 4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following:
<https://tntap.tn.gov/eservices/#1>

4.8. Disclosure of Response Contents

- 4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Respondents are cautioned not to provide any materials in response to this RFP that are trade secrets, as defined under Tenn. Code Ann. § 47-25-1702 and any other applicable law. By submitting a response to this RFP, the respondent acknowledges and agrees that the State shall have no liability whatsoever for disclosure of a trade secret under the Uniform Trade Secrets Act, as provided at Tenn. Code Ann. § 47-25-1701-1709, or under any other applicable law. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process.
- 4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with Tenn. Code Ann. § 10-7-504(a)(7).

4.9. Contract Approval and Contract Payments

- 4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.
- 4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the Contract is signed by the State agency head and the Contractor

and after the Contract is approved by all other state officials as required by applicable laws and regulations.

4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract Effective Date or after the Contract Term.

4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).

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

4.10. **Contractor Performance**

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

4.11. **Contract Amendment**

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

4.12. **Severability**

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

4.13. Next Ranked Respondent

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

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

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

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	20
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	50
Cost Proposal (refer to RFP Attachment 6.3.)	30

5.2. Evaluation Process

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

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

- 5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.
- 5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Solicitation Coordinator will review the response and determine whether:
 - a. the response adequately meets RFP requirements for further evaluation;
 - b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
 - c. the State will determine the response to be non-responsive to the RFP and reject it.
- 5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP,

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

- 5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
- 5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.3. **Clarifications and Negotiations:** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.
 - 5.2.3.1. **Clarifications:** The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.
 - 5.2.3.2. **Negotiations:** The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.
 - 5.2.3.3. **Cost Negotiations:** All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.
 - 5.2.3.4. If the State determines that it is unable to successfully negotiate terms and conditions of a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into terms and conditions contract negotiations with the next apparent best evaluated Respondent.

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

5.3. Contract Award Process

- 5.3.1 The Solicitation Coordinator will review the Proposal Evaluation Team determinations and scores for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2. The Solicitation Coordinator will determine the apparent best-evaluated Response using the scoring provided by the Proposal Evaluation Team. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the Solicitation Coordinator must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.
- 5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

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

- 5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The Contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed Contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.
- 5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited terms and conditions or pricing negotiations prior to Contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.
- 5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

RFP ATTACHMENT 6.1.**RFP # 32701-05390 STATEMENT OF CERTIFICATIONS AND ASSURANCES**

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

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

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of the RFP Attachment 6.6., *Pro Forma* Contract for the total Contract Term.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the Contract.
5. The Respondent will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106." For reference purposes, the list is currently available online at: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>.

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

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

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

RFP ATTACHMENT 6.2. — Section A

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide two current, positive credit references from vendors with which the Respondent has done business written in the form of a standard business letter, utilizing business letterhead, signed and dated within the past three (3) months.	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

RFP ATTACHMENT 6.2. — SECTION B**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

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

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: <ul style="list-style-type: none"> (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: <ul style="list-style-type: none"> (a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information: <ul style="list-style-type: none"> (i) contract description; (ii) contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran-owned or persons with disabilities); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: <ul style="list-style-type: none"> (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS); (ii) anticipated goods or services contract descriptions;

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.</p> <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p>
	B.17.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <p>(d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>
		<p>SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 20)</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
<i>State Use – Evaluator Identification:</i>		

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		5	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		1	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		5	
	C.4.	Demonstrate the level of creativity and execution produced by the Respondent by providing an example plan from another project similar in size and scope to this RFP.		10	
	C.6.	Provide a narrative that illustrates the Respondent's experience and capabilities within all areas of illustration and design projects.		10	
	C.7.	Provide examples of artwork similar in scope and style to this RFP via website link or dropbox.		10	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>					Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>
Total Raw Weighted Score <hr/> Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>			X 50 <i>(maximum possible score)</i>	= SCORE:	
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

RFP ATTACHMENT 6.3.

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

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

Notwithstanding the cost items herein, pursuant to the second paragraph of the *Pro Forma* Contract section C.1. (refer to RFP Attachment 6.6.), the State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

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

RESPONDENT SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Illustration and design of 8.5"x11" statewide Junior Ranger booklets	\$ / PAGE	15	
Illustration and design of 8.5"x11" park-specific Junior Ranger booklets	\$ / PAGE	735	
Fully editable Encapsulated PostScript (EPS) art files	\$ / FILE	600	
Illustration and design of 4.25"x5.5" Passport booklet	\$ / PAGE	80	
EVALUATION COST AMOUNT (sum of evaluation costs above):			
The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
lowest evaluation cost amount from <u>all</u> proposals		x 30	=
evaluation cost amount being evaluated		(maximum section score)	SCORE:

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

REFERENCE QUESTIONNAIRE

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

The Respondent will be solely responsible for obtaining completed reference questionnaires as detailed below.. Provide references from individuals who are not current State employees of the procuring State Agency for projects similar to the goods or services sought under this RFP and which represent:

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

References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The individual contact reference provided for each contract or project shall not be a current State employee of the procuring State agency. Procuring State agencies that accept references from another State agency shall document, in writing, a plan to ensure that no contact is made between the procuring State agency and a referring State agency. The standard reference questionnaire, should be used and completed, and is provided on the next page of this RFP Attachment 6.4.

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

Written:

- (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
- (b) Send a reference questionnaire and new, standard #10 envelope to each reference.
- (c) Instruct the reference to:
 - (i) complete the reference questionnaire;
 - (ii) sign and date the completed reference questionnaire;
 - (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;
 - (iv) sign his or her name in ink across the sealed portion of the envelope; and
 - (v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).
- (d) Do NOT open the sealed references upon receipt.
- (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.

Email:

- (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
- (b) E-mail a reference questionnaire to each reference.
- (c) Instruct the reference to:
 - (i) complete the reference questionnaire;
 - (ii) sign and date the completed reference questionnaire;
 - (iii) E-mail the reference directly to the Solicitation Coordinator by the RFP Technical Response Deadline with the Subject line of the e-mail as "[Respondent's Name] Reference for RFP # 32701-05390".

NOTES:

- The State will not accept late references or references submitted by any means other than the two which are described above, and each reference questionnaire submitted must be completed as required.
- The State will not review more than the number of required references indicated above.

- While the State will base its reference check on the contents of the reference e-mails or sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.
- The State is under no obligation to clarify any reference information.

RFP # 32701-05390 REFERENCE QUESTIONNAIRE**REFERENCE SUBJECT:** RESPONDENT NAME (completed by Respondent before reference is requested)

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

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

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire and follow either process outlined below;

Physical:

- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

E-Mail:

- e-mail the completed questionnaire to:
Nicholas Edwards, Nicholas.Edwards@TN.gov

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

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

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

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

RFP ATTACHMENT 6.5.

SCORE SUMMARY MATRIX

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 20)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 50)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 30)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						
<i>Solicitation Coordinator Signature, Printed Name & Date:</i>						

RFP # 32701-05390 *PRO FORMA* CONTRACT

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



CONTRACT

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date	End Date	Agency Tracking #	Edison Record ID
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Contractor Legal Entity Name	Edison Vendor ID
-------------------------------------	-------------------------

Goods or Services Caption (one line only)

Contractor <input checked="" type="checkbox"/> Contractor	Assistance Listing Number#
---	-----------------------------------

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
TOTAL:					

Contractor Ownership Characteristics:

Minority Business Enterprise (MBE):
 African American Asian American Hispanic American Native American

Woman Business Enterprise (WBE)

Tennessee Service Disabled Veteran Enterprise (SDVBE)

Disabled Owned Business (DSBE)

Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.

Government Non-Minority/Disadvantaged Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

Competitive Selection *Describe the competitive selection process used*

Other *Describe the selection process used and submit a Special Contract Request*

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Speed Chart (optional)	Account Code (optional)
-------------------------------	--------------------------------

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Department of Environment and Conservation ("State") and **Contractor Legal Entity Name** ("Contractor"), is for the provision of a qualified artist to illustrate and design booklets for various programs, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

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

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

Contractor Edison Registration ID # **Number**

A. SCOPE:

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:
- a. "Book Map" means a planning document completed by the IPE that is provided to the Contractor.
 - b. "EPS" means Encapsulated PostScript.
 - c. "IPE" means Interpretative Programming and Education team.
 - c. "Junior Ranger" means a program under Tennessee State Parks geared towards nine (9) to twelve (12) year olds with the intent of building safe recreators and good stewards of natural, cultural, and historical spaces.
 - d. "Passport" means a program under Tennessee State Parks geared towards persons wanting to visit all of Tennessee's state parks.
 - e. "Phase One" means the work product for the statewide Junior Ranger booklet as described in A.4. of this Contract.
 - f. "Phase Two" means the work product for the park specific Junior Ranger booklets as described in A.5. of this Contract.
 - g. "Wire Frames" means a visual guide and rough sketch of media layout and content.
- A.3. . The Contractor shall complete Phase One within six (6) months of the Contract Effective Date. The State shall notify the Contractor to begin work on Phase Two once Phase One is complete, and the State verifies funding for Phase Two. The Contractor shall complete updates to the statewide Passport described in Section A.6. of this Contract on a mutually agreed-upon schedule.
- A.4. The Contractor shall provide illustrations for the update of the current statewide Junior Ranger booklet. The booklet is eight point five (8.5) inches by eleven (11) inches. It is fourteen (14) pages full bleed with no content spreads so pages can be printed in park or at home when necessary. The Contractor shall utilize provided Book Map, Wire Frames, and reference images for content of booklet in Attachment 1. Please note that the drawings, images, and depictions in Attachment 1, pages 18-19 are merely examples of the artistic and illustration style the State is seeking and are not the property of the State.
- A.5. The Contractor shall provide illustrations for park-specific Junior Ranger booklets for each Tennessee State Park. The Contractor shall adhere to the following specifications for the booklet: eight point five (8.5) inches by eleven (11) inches and twelve (12) to fourteen (14) pages full bleed with no content spreads so pages can be printed in park or at home when necessary. The Contractor shall utilize provided Book Maps, Wire Frames, and reference images for content of booklet.

- A.6. The Contractor shall work with the State to update the statewide Passport (Attachment 2). The Contractor shall adhere to the dimensions of the Passport of four point twenty-five (4.25) inches by five point five (5.5) inches and is currently seventy-four (74) pages. The Contractor shall work with the State, utilizing the current Passport booklet and other provided content for book design.
- A.7. The Contractor shall create all original artwork, which shall be owned exclusively by the State and the Contractor shall not reproduce, copy, or sell any artwork created for the State. The Contractor shall provide all art files as fully-editable EPS files.
- A.8. The Contractor shall ensure that completed booklets are compliant with the most current version of Section 508 of the Rehabilitation Act and follow the National Park Service Accessibility & Universal Design Standards, available at: www.nps.gov/dscw/ds-accessibility-universal-design.htm
- A.9. The Contractor's artwork shall obtain State approval prior to receiving payment for artwork. The minimum review cycle is draft, revision, and then approval. Individual pages may take multiple cycles.
- A.10. The Contractor shall meet with the State bi-weekly, or as requested by the State, at a mutually agreed upon time and place.
- A.11. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

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

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

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

- A.12. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

This Contract shall be effective on **DATE** ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed **Written Dollar Amount (\$Number)** ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. **Compensation Firm.** The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. **Payment Methodology.** The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Illustration and design of 8.5"x11" statewide Junior Ranger booklets	\$/each page
Illustration and design of 8.5"x11" park-specific Junior Ranger booklets	\$/each page
Illustration and design of 4.25"x5.5" Passport booklets	\$/each page
Encapsulated PostScript art files	\$/each art file

- C.4. **Travel Compensation.** The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. **Invoice Requirements.** The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Mary F. Evans
 State of Tennessee, Department of Environment and Conservation
 312 Rosa L. Parks Ave.
 2nd Floor
 Nashville, TN 37243
Mary.F.Evans@tn.gov

615-571-0029

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

- (1) Invoice number (assigned by the Contractor);
- (2) Invoice date;
- (3) Contract number (assigned by the State);
- (4) Customer account name: State of Tennessee, Department of Environment and Conservation, Interpretive Programming & Education
- (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
- (6) Contractor name;
- (7) Contractor Tennessee Edison registration ID number;
- (8) Contractor contact for invoice questions (name, phone, or email);
- (9) Contractor remittance address;
- (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
- (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
- (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
- (13) Amount due for each compensable unit of good or service; and
- (14) Total amount due for the invoice period.

b. Contractor's invoices shall:

- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
- (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
- (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
- (4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

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

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

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

The State:

Leigh Hardcastle, Parks & Conservation Specialist
 Department of Environment & Conservation
 312 Rosa L. Parks Ave.
 2nd Floor
 Nashville, TN 37243
 Leigh.Hardcastle@tn.gov
 615-767-2660

The Contractor:

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

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

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

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

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation by submitting to the State a completed Attestation (accessible through the Edison Supplier Portal) and included at Attachment 3, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

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

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

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations

regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

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

- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment 1; Attachment 2; Attachment 3; and Attachment 4;
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

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

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard

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

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

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

a. Commercial General Liability (“CGL”) Insurance

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

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

b. Workers' Compensation and Employer Liability Insurance

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

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

c. Automobile Liability Insurance

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

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

D.35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

- D.36. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Tenn. Code Ann. § 12-3-515, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Tenn. Code Ann. § 12-3-515, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFP 32701- 05390 (Attachment 4) and resulting in this Contract.

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

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

- E.3. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.
- a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:
 - (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
 - (2) Any pricing related to the new lines, items, or options;
 - (3) The expected effective date for the availability of the new lines, items, or options; and
 - (4) Any additional information requested by the State.
 - b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.
 - c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
 - d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

- E.4. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.

- E.5. Liens, Encumbrances, and Title. The Contractor owns and has good and marketable title to, and legal ownership of the goods, free and clear of any and all liens, security interests, pledges, mortgages, charges, limitations, claims, restrictions, rights of first refusal, rights of first offer, rights of first negotiation or other encumbrances of any kind or nature (collectively, "Encumbrances"). Upon delivery, without exception, the State will acquire from the Contractor legal and beneficial ownership of, good and marketable title to, and all rights to the goods to be sold to the State by the Contractor, free and clear of all Encumbrances. The Contractor shall, within ten (10) days after delivery deliver to the State if required by applicable law to establish or show evidence of

ownership, any and all documents or certificates required to establish or show evidence of the State's ownership in the goods.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

DAVID W. SALYERS, P.E., COMMISSIONER **DATE**

PLANNING WORKSHEET

PROGRAM GOALS:

AUDIENCE(S):

TIME TO COMPLETE:

WRITE THEMES AND MARK A STAR NEXT TO THEMES YOU MIGHT EMPHASIZE IN THIS KIDS PROGRAM.

PRIMARY THEMES AT MY SITE:

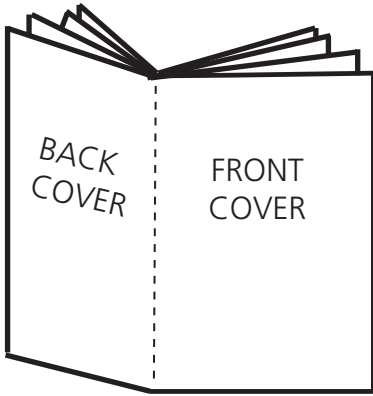
FROM THEMES ABOVE, PICK A FEW TO EMPHASIZE. RE-WRITE TO SIMPLIFY FOR KIDS..

KID-ADAPTED THEMES:

IN A SENTENCE OR TWO, WRITE THE "POINT" OF THE PROGRAM.

BOOKLET / PROGRAM THEME:

BOOK MAP



• **Cover:**

• **Back:**

A rectangular box divided by a vertical dashed line. The number '7' is in the bottom-left corner and '8' is in the bottom-right corner.

• **Goal:**

• **Activity:**

A rectangular box divided by a vertical dashed line. The text 'TOPIC / TITLE' is centered in the upper half. The number '1' is in the bottom-left corner and '2' is in the bottom-right corner.

• **Goal:**

• **Activity:**

A rectangular box divided by a vertical dashed line. The number '9' is in the bottom-left corner and '10' is in the bottom-right corner.

• **Goal:**

• **Activity:**

A rectangular box divided by a vertical dashed line. The number '3' is in the bottom-left corner and '4' is in the bottom-right corner.

• **Goal:**

• **Activity:**

A rectangular box divided by a vertical dashed line. The number '11' is in the bottom-left corner and '12' is in the bottom-right corner.

• **Goal:**

• **Activity:**

A rectangular box divided by a vertical dashed line. The number '5' is in the bottom-left corner and '6' is in the bottom-right corner.

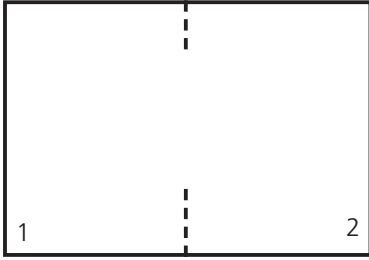
• **Goal:**

• **Activity:**

A rectangular box divided by a vertical dashed line. The number '13' is in the bottom-left corner and '14' is in the bottom-right corner.

• **Goal:**

• **Activity:**

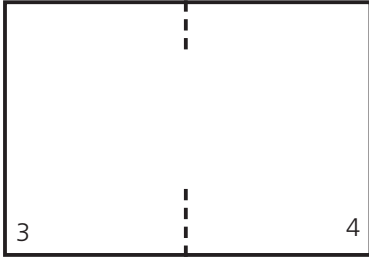


GOALS:

THEME / KEY MESSAGE:

A large, empty rectangular box with a thin grey border, intended for writing the theme or key message.

ACTIVITY:

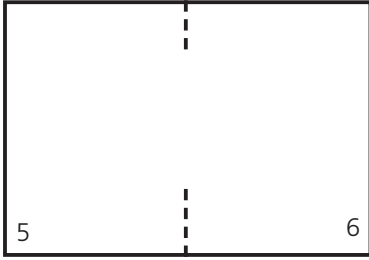


GOALS:

THEME / KEY MESSAGE:

A large, empty rectangular box with a thin grey border, intended for writing the theme or key message.

ACTIVITY:

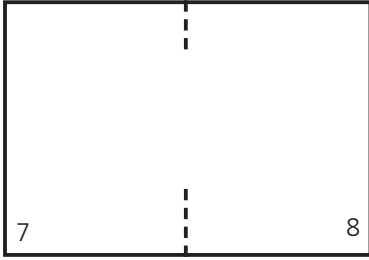


GOALS:

THEME / KEY MESSAGE:

A large, empty rectangular box with a thin grey border, occupying most of the lower half of the page. It is intended for the user to write their goals, theme, and key message.

ACTIVITY:

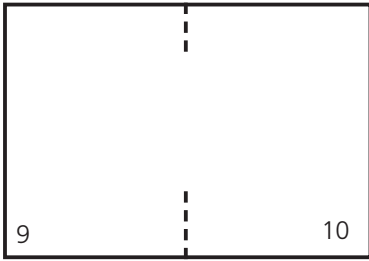


GOALS:

THEME / KEY MESSAGE:

A large, empty rectangular box with a thin grey border, intended for writing the activity.

ACTIVITY:

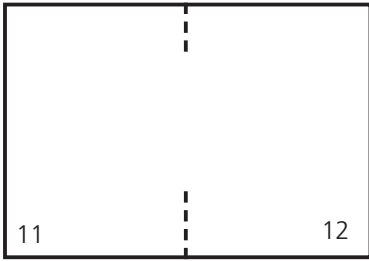


GOALS:

THEME / KEY MESSAGE:



ACTIVITY:



GOALS:

THEME / KEY MESSAGE:

A large, empty rectangular box with a thin grey border, intended for writing the theme or key message.

ACTIVITY:

ADDITIONAL NOTES



GOALS:

THEME / KEY MESSAGE:

INTRO & PURPOSE

WELCOME TO TENNESSEE STATE PARKS



RACCOON

WHAT PARK ARE YOU VISITING TODAY?

MARK LOCATION ON MAP.



TN STATE SYMBOLS

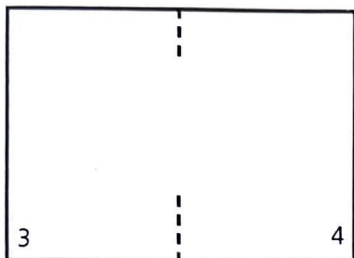
	STATE BIRD
	STATE TREE
	STATE FLOWER
<hr/>	STATE

ACTIVITY:

- ① MARK LOCATION
- ② MATCHING SYMBOLS

GOALS:

THEME / KEY MESSAGE:



INTERVIEW A RANGER

INSTRUCTIONS _____



Q's _____

A: _____

Q: _____

A: _____

MANY HATS

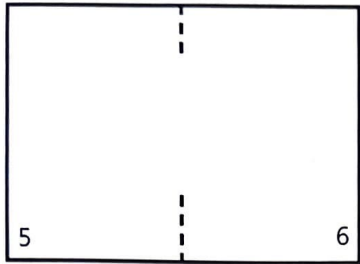
INSTRUCTIONS _____

RANGER w/ HISTORIC ARTIFACT	RANGER WRAPPING VISITOR ANKLE	RANGER TRAIL MAINT.
RANGER SEARCH IN PARK FOR LOST PERSON	RANGER ENFORCING "DOGS ON LEASH"	RANGER PUTTING OUT LARGE CAMPFIRE
1. _____ 2. _____	3. _____ 4. _____	5. _____ 6. _____

ACTIVITY:

③ INTERVIEW A RANGER

④ MATCHING JOBS



GOALS:

THEME / KEY MESSAGE:

OUTDOOR ESSENTIALS

WHAT ACTIVITIES WILL YOU DO IN THE PARK ON YOUR VISIT?

WHO IS GOING WITH YOU?

WHAT MIGHT YOU NEED TO STAY SAFE? CIRCLE



+5 MORE OBJECTS

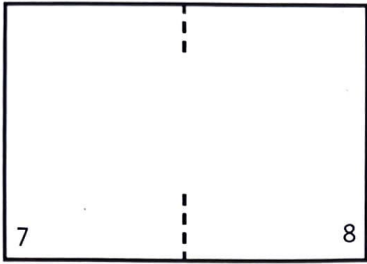
WHAT'S WRONG? INSTRUCTIONS



HOW COULD YOU HELP?















































ACTIVITY:

- 5 OUTDOOR SAFETY Qs
- 6 CIRCLE WHAT'S WRONG



GOALS:

THEME / KEY MESSAGE:

PLANTS	WILDLIFE DETECTIVE <u>INSTRUCTIONS</u>																
<div style="border: 1px solid black; padding: 5px; width: fit-content;"> SPACE FOR TRACING OR RUBBING OF LEAF </div>		<table border="0"> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>															
																	
																	
																	
																	
																	
<p>TV PLANT FACTS</p> <ul style="list-style-type: none"> • _____ • _____ • _____ 																	
<p>DID YOU SEE? CHECKLIST</p>																	

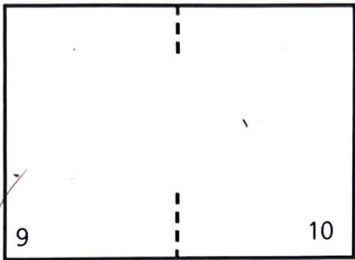
ACTIVITY:

⑦ LEAF RUBBING

⑧ MATCHING CLUES

GOALS:

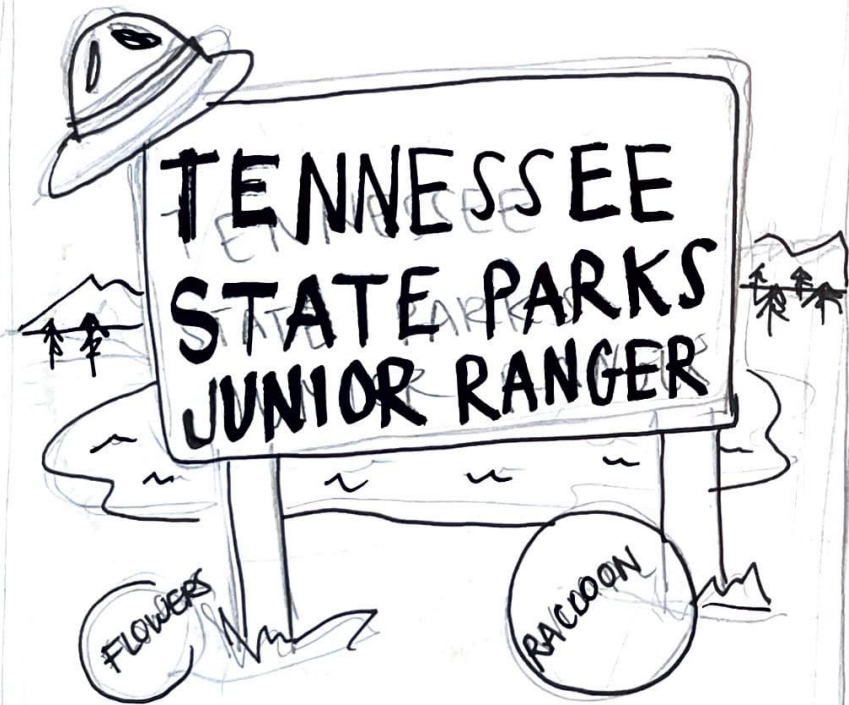
THEME / KEY MESSAGE:



<p style="text-align: center;">HISTORY INSTRUCTIONS</p> <hr/> <hr/> <p style="text-align: center;">SPACE TO WRITE OR DRAW STORY OF VISIT</p>	<p style="text-align: center;">NATURE JOURNAL INSTRUCTIONS</p> <hr/> <hr/> <p style="text-align: center;">👁️ 🦶 🖐️ 🗺️ 🍷</p> <table border="1"><tr><td>WHAT SENSE _____</td><td>WHAT SENSE _____</td></tr><tr><td>WHAT SENSE _____</td><td>WHAT SENSE _____</td></tr></table>	WHAT SENSE _____	WHAT SENSE _____	WHAT SENSE _____	WHAT SENSE _____
WHAT SENSE _____	WHAT SENSE _____				
WHAT SENSE _____	WHAT SENSE _____				

ACTIVITY:

FRONT COVER



INSTRUCTIONS

- •
- •

NAME _____

BACK COVER

JUNIOR RANGER PLEDGE

ANIMAL



PLANT

PARK
STAMP

COMPLETION INFO

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz&=1234567890

introducing

the

Wilderness

Outdoor Adventure

a handcrafted typeface

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz&=1234567890

Clean & Textured Versions Included!

www.shutterstock.com · 1115441720



CURIOUS Z
SOLID REGULAR



A B C D E F G H I J K K L M N
P Q R S T U V W X Y Z

a b c d e f g h i j k k l m n
o p q r s t u v w x y z

0 1 2 3 4 5 6 7 8 9

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TENNESSEE STATE PARKS

PASSPORT



This passport belongs to

NAME(S)

ADDRESS/REGION

YEAR

FAVORITE STATE PARK

An Invitation!

This booklet is your passport to adventure in the acres of majestic mountains, rich forests, abundant bottomlands, and scenic waterfalls of Tennessee. Learn more about the state's unique history, admire the craftsmanship of the Civilian Conservation Corps (CCC) and the Works Progress Administration (WPA), and experience the incredible diversity of plants and wildlife protected in Tennessee State Parks.

Enjoy these special places and record your memories in this booklet.

Ten Essentials

Being prepared is important for safe, fun, outdoor adventures. Bring, and know how to use, the following essentials:

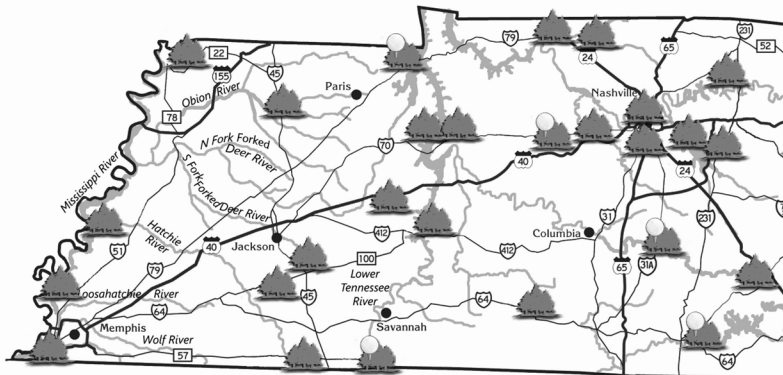
1. Navigation (map & compass)
2. Hydration (extra water)
3. Sun protection (sunscreen, hat, sunglasses)
4. Insulation (extra clothing, rain gear)
5. First-aid supplies
6. Illumination (headlamp/flashlight)
7. Nutrition (healthy food & snacks)
8. Fire (waterproof matches/lighter)
9. Repair kit & tools (knife, duct tape)
10. Emergency shelter (tarp/emergency blanket)

Instructions

As you visit Tennessee State Parks, take this booklet with you to record your memories and adventures. This booklet is divided into the three regions of Tennessee (west, middle, and east). A checklist at the beginning of each region will help you to keep track of the parks as you visit them. The subsequent pages feature each of the parks. Icons at the bottom and side of each park page identify the activities and facilities available at the park. For more detailed information, be sure to visit the Tennessee State Parks website: www.tnstateparks.com.

When you visit a park, stop by the visitor center or park office to receive the park's unique stamp to document your visit. You can also check off the activities you enjoyed and record your own special memories.

TENNESSEE



Guide to Park Facilities & Activities

Park pages contain icons identifying the facilities and activities available. For more detailed information visit

www.tnstateparks.com

*Use the **"Find Your Park"** link for park-specific information or call 1-888-TN Parks (1-888-867-2757).*

Key to Facilities



Inn



Cabins



Marina



Restaurant



Camping



**TSP Honey Project
Active Hives**

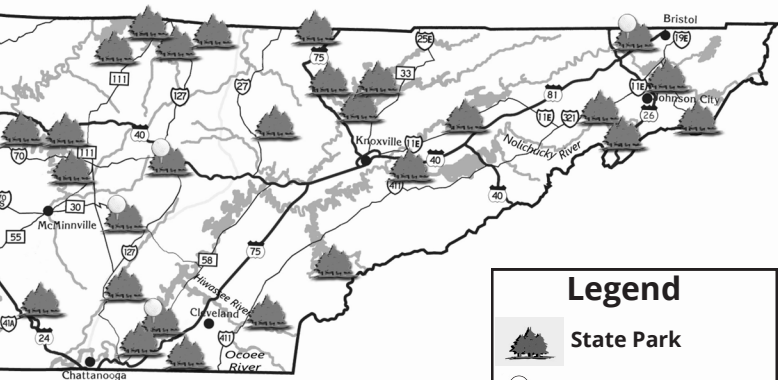


**Governor's Books From
Birth Storybook Trail**



Storybook Trail

STATE PARKS



Legend



State Park



State Park w/
Golf Course

Key to Park Activities



Hiking



Disc Golf



Fishing



Mountain Bike/
Bicycle Trails



Swimming



Motor Boats



Horseback
Riding



Golf



Non-motorized/
Trolling, R=
rental only



Historic Site

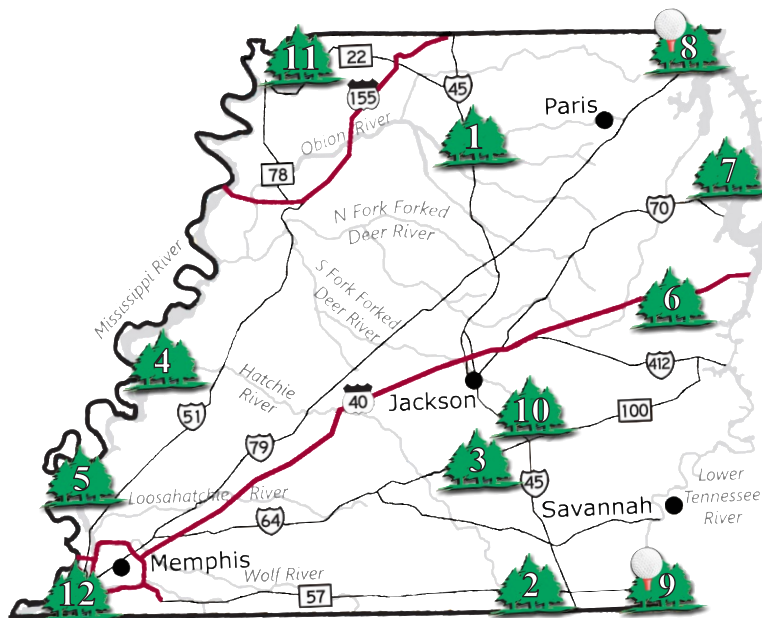


Natural Area



Interpretive
Programming

WEST TENNESSEE



STATE PARKS

1. Big Cypress Tree State Natural Area
2. Big Hill Pond State Park
3. Chickasaw State Park
4. Fort Pillow State Historic Park
5. Meeman-Shelby Forest State Park
6. Natchez Trace State Park
7. Nathan Bedford Forrest State Park
8. Paris Landing State Park
9. Pickwick Landing State Park
10. Pinson Mounds State Archaeological Area . .
11. Reelfoot Lake State Park
12. T. O. Fuller State Park

Big Cypress Tree

This natural area was once home to the largest bald cypress tree in the U.S. Though the tree is no longer present, visitors can still enjoy its bottomland hardwood forest habitat.



Highlights

- *Hike the boardwalk trail*
- *View wildlife in the wetlands*
- *Visit the native wildflower garden*

Date Visited: _____

Memories: _____



295 Big Cypress RD, Greenfield, TN 38230, (731) 235-2700

Big Hill Pond

This 5,000-acre park is a place of contrasts with wetlands interspersed between tall rocky hills. The namesake pond was created when soil was removed to build a levee for the Memphis to Charleston Railroad in 1853.



Highlights

- *Walk the boardwalk through the Dismal Swamp*
- *Climb the observation tower for panoramic views of Travis McNatt Lake and the Dismal Swamp*

Date Visited: _____

Memories: _____



1435 John Howell RD, Pocahontas, TN 38061, (731) 645-7967

Chickasaw

Named after the Chickasaw Indian tribe that once claimed western Tennessee as its hunting grounds, this early WPA/CCC-constructed park boasts some of the highest elevations and plant diversity in western Tennessee.



Highlights

- See the WPA-built Sagamore Lodge and cabins
- Visit Brewer's Cabin and explore the Fern Creek Trail
- Hike the Lakeshore Trail
- Go horseback riding and stay at the Wrangler Campground

Date Visited: _____

Memories: _____



20 Cabin LN, Henderson, TN 38340, (800) 458-1752 or (731) 989-5141

Fort Pillow

Steep bluffs overlooking the Mississippi River made this area a strategic location during the Civil War. The Confederate Army built extensive fortifications here, but it was under Union control for most of the war. Nathan Bedford Forrest recaptured the fort in 1864.



Highlights

- *Explore the museum, visit the restored fortifications, and see the original breastworks*
- *Visit the park for historical programs such as Civil War Living History, guided tours, and more*
- *Hike the Chickasaw Bluff Trail and other scenic trails along the bluffs*

Date Visited: _____

Memories: _____



3122 Park RD, Henning, TN 38041, (731) 738-5581

Meeman-Shelby Forest



Located north of Memphis, this park of bluffs, hardwood forests, and swamps is named after Edward Meeman, a dedicated conservationist who worked to establish this park and Great Smoky Mountains National Park. A boulder in the park from the Smokies commemorates his efforts.



Highlights

- Hike the Woodland Trail and visit the Woodland Shelter, the first structure built by WPA/CCC in 1937
- Explore old growth bald cypress swamps on seasonal canoe tours and enjoy canoeing and kayaking on Poplar Tree Lake
- Hike the Pioneer Springs Trail, nicknamed the trail of a thousand springs, and see where the Chickasaw Bluff meets the Mississippi Bottomlands

Date Visited: _____

Memories: _____



910 Riddick RD, Millington, TN 38053, (800) 471-5293

Natchez Trace

A western spur of the early 18th-century "Natchez to Nashville" wilderness road once ran through here. Today, over 48,000 acres of woodlands are protected by state agencies in the area, providing visitors with access to over 50 miles of hiking and 250 miles of riding trails.



Highlights

- Visit Cub Lake Recreation Lodge and cabins built by the WPA
- Enjoy beautiful views of the lake from Pin Oak Lodge
- Stay at the Wrangler Campground after a day of riding
- View the scenery on the Cub Lake Trail or experience backcountry hiking on the Red Leaves Trail



Date Visited: _____

Memories: _____



24845 Natchez Trace RD, Wildersville, TN 38351, (731) 968-3742

Nathan Bedford Forrest

This park is situated on Kentucky Lake and offers dramatic scenery with steep hills and clear streams. The park is named after a daring Confederate leader and is located near one of his most well-known victories.



Highlights

- *Explore Pilot Knob and the Folklife Interpretive Center*
- *Enjoy a day on the lake or hiking the ridge tops and hollows*
- *Visit nearby Eva Beach*

Date Visited: _____

Memories: _____



1825 Pilot Knob RD, Eva, TN 38333, (731) 584-6356

Paris Landing

The name of this park stems from a freight and steamboat landing on the Tennessee River. Situated on Kentucky Lake, it is a great location for water recreation and golfing.



Highlights

- *Observe the widest expanse of the largest lake in Tennessee from the lodge*
- *Stay in the cabins and wander along the shoreline*
- *Enjoy the picturesque landscape while on the golf course*
- *View the diverse waterfowl in winter*



Date Visited: _____

Memories: _____



16055 HWY 79 N, Buchanan, TN 38222, (731) 641-4465

Pickwick Landing

During the Great Depression, TVA crews and their families lived on this site while building a dam on the Tennessee River. Today, this former riverboat stop is known for its water recreation and golf.



Highlights

- *Watch for eagles and osprey over Pickwick Lake while visiting the inn and restaurant*
- *Visit nearby Shiloh National Military Park*
- *Attend the annual special events*



Date Visited: _____

Memories: _____



116 State Park LN, Counce, TN 38365 (800) 250-8615

Pinson Mounds

This park contains the largest Indigenous Peoples Middle Woodland Period mound center of North America. At least 17 earthen mounds are located within the park, including Sauls Mound, the tallest mound in the Southeast.



Highlights

- Visit the unique park museum
- View the grounds from the top of Sauls Mound
- Walk the boardwalk trail
- Attend the Archeofest (3rd weekend in September)

Date Visited: _____

Memories: _____



460 Ozier RD, Pinson, TN 38366, (731) 988-5614

Reelfoot Lake

Severe earthquakes in 1811-1812 created Tennessee's largest natural lake. The 15,000 acres of open water, wetlands, and submerged forest provide excellent wildlife habitat, and its location on the "Mississippi Flyway" creates endless opportunities to view avian migrations.



Highlights

- *Explore old growth bald cypress with seasonal canoe tours*
- *Attend Bald Eagle and Waterfowl Tours (January — February)*
- *Enjoy fishing and kayaking on the lake*

Date Visited: _____

Memories: _____



2595 State Route 21E, Tiptonville, TN 38079, (731) 253-9652

T.O. Fuller

This park was the first state park east of the Mississippi River open to African Americans and only the second in the nation. A Civilian Conservation Corps (CCC) camp initiated construction of park facilities in 1938. It is named in honor of Memphis clergyman and educator, Dr. Thomas O. Fuller.



Highlights

- Visit University of Memphis C.H. Nash Museum at Chucalissa
- Hike the Discovery Trail through Mississippi floodplain wetlands with opportunities to view waterfowl
- Attend Fuller Fest, 1st Saturday in October
- Visit nearby Graceland

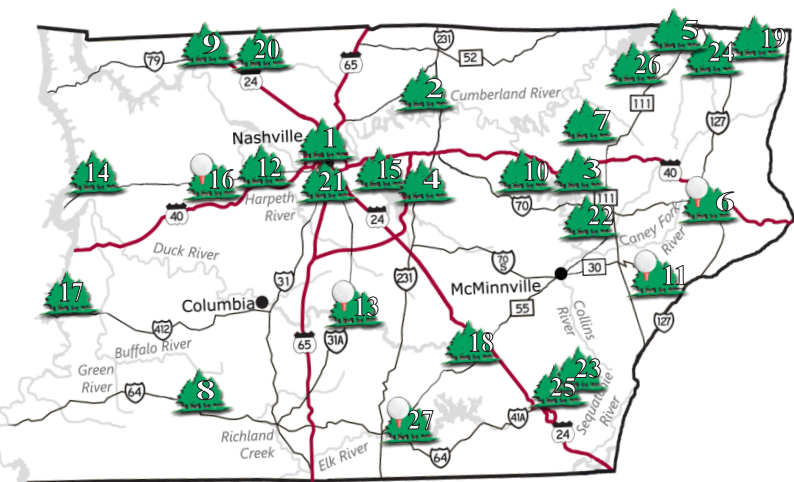
Date Visited: _____

Memories: _____



1500 Mitchell RD W, Memphis, TN 38109, (901) 543-7581

MIDDLE TENNESSEE



1. Bicentennial Capitol Mall State Park
2. Bledsoe Creek State Park
3. Burgess Falls State Natural Area
4. Cedars of Lebanon State Park
5. Cordell Hull Birthplace State Historic Park
6. Cumberland Mountain State Park
7. Cummins Falls State Park
8. David Crockett State Park

STATE PARKS

9. Dunbar Cave State Natural Area
10. Edgar Evins State Park
11. Fall Creek Falls State Park
12. Harpeth River State Park
13. Henry Horton State Park
14. Johnsonville State Historic Park
15. Long Hunter State Park
16. Montgomery Bell State Park
17. Mousetail Landing State Park
18. Old Stone Fort State Archaeological Park
19. Pickett State Park
20. Port Royal State Historic Park
21. Radnor Lake State Natural Area
22. Rock Island State Park
23. Savage Gulf State Park
24. Sergeant Alvin C. York Historic Park
25. South Cumberland Recreation Area
26. Standing Stone State Park
27. Tims Ford State Park

Bicentennial Capitol Mall



Bicentennial Capitol Mall State Park opened in 1996 celebrating 200 years of Tennessee history. Stroll along the 1,400 ft Pathway of History to read unique stories of Tennesseans and learn about our state's culture.

Highlights

- *View the 200-ft. granite map of Tennessee, State World War II Memorial, Carillon bell system, and 99 time capsules throughout the park*
- *Attend the Annual Tennessee Timeline Event*

Date Visited: _____

Memories: _____



600 James Robertson PKWY, Nashville, TN 37243, (615) 741-5280

Bledsoe Creek

Situated on the backwaters of Old Hickory Lake, this popular camping destination offers fishing and wildlife viewing in an area with rich historical significance.



Highlights

- *Stroll down the paved Mayo Wix Trail and connect to the Birdsong Interpretive Nature Trail*
- *Hike the High Ridge Trail, a scenic trail with ridges and bluffs overlooking the lake or take the Shoreline Trail along the lake and combine the two for a beautiful 2.8 mile loop around the park*
- *Visit nearby historical sites: Wynnewood, Bledsoe's Fort, and Cragfont Historic Mansion*



Date Visited: _____

Memories: _____



400 Zieglers Fort RD, Gallatin, TN 37066, (615) 452-3706

Burgess Falls

The waterfalls at Burgess are awe-inspiring and range in height from 20 to 136 feet. The River Trail offers spectacular views of the falls and the gorge formed by the Falling Water River. The tall hemlocks and colorful mountain laurel call to mind the forests of eastern Tennessee.



Highlights

- *Stroll the River Trail that passes by four waterfalls*
- *Check out the Native Butterfly Garden*
- *Explore nearby Window Cliffs SNA with 5.5 miles of trail and 18 river crossings (sometimes closed due to high water)*

Date Visited: _____

Memories: _____



4000 Burgess Falls AVE, Sparta, TN 38583, (931) 432-5312

Cedars of Lebanon



Red cedars, limestone bedrock, shallow soils, caves, and sinkholes characterize this unique limestone glade ecosystem. This park protects nineteen rare and endemic species of wildflowers.



Highlights

- Visit the Merritt Nature Center (seasonal) and walk to Jackson Cave
- See the WPA's Cedar Forest Lodge and the WPA Festival (Oct.)
- Hike the Hidden Springs Trail
- Attend the Elsie Quarterman Glade Festival (beginning of May)

Date Visited: _____

Memories: _____



328 Cedar Forest RD, Lebanon, TN 37090, (800) 713-5180

Cordell Hull Birthplace



The former Secretary of State is best known for winning the Nobel Peace Prize for his efforts to establish the United Nations at the end of World War II. Park visitors can learn more about his notable career and living in the area in the 1870s.



Highlights

- Visit the Cordell Hull Museum and log cabin
- Explore the Bunkum Cave Loop Trail
- Observe a replica of Hull's Nobel Peace Prize

Date Visited: _____

Memories: _____



Cumberland Mountain

This park originated as a recreation area for the Cumberland Homesteaders during the New Deal era. Enjoy the rich biodiversity protected here while observing the construction efforts of the CCC, WPA, and the AFSC using the local Crab Orchard sandstone.*



Highlights

- See the Mill House built by Quakers and the 7-arch bridge
- Enjoy views of the lake from the restaurant
- Hike the Pioneer Trail with towering white pines and hemlocks
- Explore nearby Ozone Falls SNA** and Piney Falls SNA
- Visit nearby Homesteads Tower & Homestead House Museums



Date Visited: _____

Memories: _____

**American Friends Service Committee, ** State Natural Area*



24 Office DR, Crossville, TN 38555, (800) 250-8618

Cummins Falls

Located in between the Blackburn Fork State Scenic River and the Eastern Highland Rim in the Cordell Hull Watershed, this scenic area has been a swimming hole for local residents for more than 100 years. Waters plunging from 75 feet, Cummins Falls is Tennessee's eighth largest waterfall in volume.



Highlights

- *Experience Cummins Falls and the unaltered gorge area*
- *Relax in an acclaimed swimming hole (after a careful descent)*
- *Watch this park develop (and even help out!) as trails, facilities, and signage are added over time*

Date Visited: _____

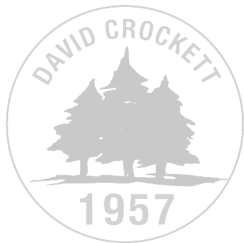
Memories: _____



390 Cummins Falls Lane, Cookeville, TN 38501, (931) 268-7223

David Crockett

This park was dedicated to one of Tennessee's most famous native sons. Crockett built a gunpowder mill, gristmill, and a distillery here along the bank of Shoal Creek. They washed away in 1821, but the museum offers a better understanding of his life.



Highlights

- Visit the Interpretive Center/Gristmill and Crockett Falls
- Walk the Shoal Creek trail and go fishing at Lake Lindsey
- Attend the annual David Crockett Days - see website for dates
- Retrace history on the Trail of Tears Trail
- Stay at the energy-efficient, LEED-certified cabins near the lake



Date Visited: _____

Memories: _____



Dunbar Cave

This State Natural Area is a remarkable prehistoric site, not just for Tennessee but for the entire Eastern Woodlands. Dunbar Cave has been used for thousands of years and is the site of significant prehistoric Mississippian Native American cave art dating to the 14th century.



Highlights

- *Explore the Visitor Center*
- *View the cave entrance and interpretive panels*
- *Hike the Short Loop or Recovery Trails*
- *Attend guided walks through the cave (seasonal, by reservation)*

Date Visited: _____

Memories: _____



401 Old Dunbar Cave RD, Clarksville, TN 37043, (931) 648-5526

Edgar Evins

This 6,000-acre park is located along the shores of Center Hill Lake in the Eastern Highland Rim. Explore scenic hiking trails along steep hills and through narrow hollows with abundant spring wildflowers.



Highlights

- *Climb the observation tower for spectacular views*
- *Walk the shoreline and camp on platform sites on the slopes above Center Hill Lake*
- *Attend special events such as Wallflower, Sunset, and Fall Color Pontoon Cruises and the History Hayride (Sept./Oct.)*



Date Visited: _____

Memories: _____



1630 Edgar Evins State Park RD, Silver Point, TN 38582 (931) 858-2446

Fall Creek Falls

Stunning waterfalls, towering trees, deep gorges, and high ridges characterize this 25,000-acre state park. Enjoy scenic mile-wide views and hiking trails bounded by mountain laurel and rhododendron under tall hemlocks or through oak-hickory woods.



Highlights

- See Fall Creek Falls, the highest waterfall in the eastern U.S.
- Pass through ancient rock layers, rhododendron, and mountain laurel while hiking to the base of Fall Creek Falls
- Bike or drive the scenic loop for views of Cane Creek Gorge
- Attend the Mountaineer Folk Festival (weekend after Labor Day)



Date Visited: _____

Memories: _____



Harpeth River

The Harpeth River is one of the most historic rivers in Tennessee. As you paddle down the river, you travel back in time past the site of one of the oldest gristmills in the county, a Mississippian Period Native American Mound Complex, and the oldest hand-dug tunnel in the US (once used to divert water to an early iron forge).



Highlights

- Paddle the Harpeth River
- Enjoy panoramic views while hiking at the Narrows of the Harpeth
- Join a ranger-led tour of Mound Bottom Archaeological Site
- Visit the Hidden Lake area

Date Visited: _____

Memories: _____



HWY 70, Kingston Springs, TN 37082, (615) 952-2099

Henry Horton

The park is located on the banks of the Duck River, one of the most biologically diverse streams on earth. It is also the longest stretch of free flowing river in the state. The park is on the former estate of the late governor.



Highlights

- *Observe the Duck River and remnants of an old mill and bridge while hiking the Wilhoite Mill Trail*
- *See sinkholes and cedar glades on the Hickory Ridge Loop*
- *Enjoy the calls of Bobwhite and other birds in the native grassland restoration areas*
- *Explore the visitor's center to learn about the diverse history and importance of the Duck River's ecosystem*



Date Visited: _____

Memories: _____



4358 Nashville HWY, Chapel Hill, TN 37034, (800) 250-8612

Johnsonville

During the Civil War the Union operated a supply depot at Johnsonville. On November 4, 1864, troops commanded by Confederate Major General N.B. Forrest attacked the depot from the western bank of the Tennessee River. From 1864-1944, the town of Johnsonville existed on this site until it was claimed by the creation of Kentucky Lake.



Highlights

- *Explore the Visitor Center and Civil War Museum*
- *Visit earthworks and other sites original to the Civil War Battle of Johnsonville*
- *Enjoy scenic views of the Tennessee River*
- *Observe wildlife and waterfowl species while hiking the trails*

Date Visited: _____

Memories: _____



Long Hunter

The 2,600 acres along J. Percy Priest Lake is made up of four sections, Couchville, Baker's Grove, Bryant Grove and Sellars Farm . It offers 25 miles of hiking trails, mountain biking trails, boat rental, and great opportunities for wildlife viewing and fishing.



Highlights

- *Explore the paved arboretum trail around Couchville Lake*
- *Hike the Volunteer Trail with bluffs and scenic views of the lake*
- *Enjoy reading a story with your children while walking the Reading Ranger Story Trail*
- *See the largest population of the rare Tennessee Coneflower at the Couchville Cedar Glade State Natural Area*



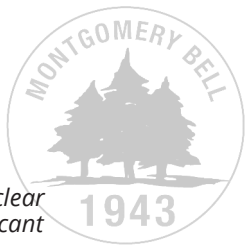
Date Visited: _____

Memories: _____



2910 Hobson Pike, Hermitage, TN 37076, (615) 885-2422

Montgomery Bell



Perched in the rolling hills of the Western Highland Rim, this park is rich in history and protects oak-hickory woodlands dissected by clear streams. It is home to several culturally significant sites and offers over 20 miles of hiking and mountain biking trail as well as other amenities.

Highlights

- *Hike the Spillway Trail with CCC-built stone dam and cascade*
- *Observe Hall Spring from the Montgomery Bell Trail*
- *View the Historic Cumberland Presbyterian Church and cabin*
- *See Lake Woodhaven, Lake Acorn, and Creech Hollow Lake*



Date Visited: _____

Memories: _____



1020 Jackson Hill RD, Burns, TN 37029, (800) 250-8613

Mousetail Landing

The park takes its name from the tale of a great exodus of mice fleeing from a burning tannery in the Civil War period. Situated on the Tennessee River, the park offers beautiful moss-covered trails in the hollows and ridges of the Western Highland Rim.



Highlights

- Explore the 3-mile day-use trail
- See the Tennessee River from the overlook near Overnight Shelter #2
- Hike the nearby Lady Finger Bluff Trail with views of the river
- Enjoy water recreation and mountain biking

Date Visited: _____

Memories: _____




State HWY 438, Linden, TN 37096, (731) 847-0841

Old Stone Fort

Native Americans constructed this nearly fifty-acre ceremonial enclosure 2000 years ago. The mounds and earthen walls look down on the sparkling waters of the forks of the Duck River.



Highlights

- Visit the museum and explore the ancient hilltop enclosure 
- Gaze at the waterfalls along the bluffs on the Old Stone Fort Enclosure Trail
- Attend Spring Nature Day (last Saturday in March)
- Participate in tool technology programs: flint knapping, atlatls, blow guns, etc. (Saturdays, Memorial Day-Labor Day)

Date Visited: _____

Memories: _____



732 Stone Fort DR, Manchester, TN 37355, (931) 723-5073

Pickett

Pickett is one of the wildest and most remote of the state parks due, in part, to its location within a large state forest. True wilderness experiences are possible while marveling at amazing rock formations, rare wildflowers, and tumbling mountain streams. Pickett is the first park in the Southeast to be certified as an International Dark Sky.



Highlights

- *Visit the CCC Museum and find classic CCC architecture throughout the park*
- *Experience Hazard Cave including fascinating "glow worm" hikes given in summer*
- *Explore geologic marvels on the Hidden Passage Trail*

Date Visited: _____

Memories: _____



4605 Pickett Park HWY, Jamestown, TN 38556 (877) 260-0010

Port Royal

Port Royal was established in 1797 where the Great Western Road crossed the Red River and quickly became a tobacco export hub. In 1838, forcibly removed Cherokees used Port Royal as a resupply station along the Trail of Tears. In the early 1900's, Port Royal played a role in labor reform movements, and was the birthplace of an anti-monopoly group called the Planter's Protective Association.



Highlights

- *Explore the historic 1859 General Store*
- *Visit the Trail of Tears National Historic Trail and learn about the Cherokees' story of forced relocation*
- *Explore old Main Street and the remains of the town of Port Royal*

Date Visited: _____

Memories: _____



3300 Old Clarksville HWY, Adams, TN 37010, (931) 358-9696

Radnor Lake

The L & N Railroad Co. created the lake in 1914 to provide water for their steam engines. With strong public support, it became the first state-designated natural area. It is a very popular hiking and birding location, especially among Nashville residents.



Highlights

- Explore the many hiking trails such as Ganier Ridge
- Take advantage of this year-round birding hotspot
- Gaze at the abundant and beautiful spring wildflowers

Date Visited: _____

Memories: _____



1160 Otter Creek RD, Nashville, TN 37220, (615) 373-3467

Rock Island

At the confluence of the Collins and Caney Fork Rivers, this park offers scenic overlooks, waterfalls, and deep pools. Engineering for early 20th century electrical power created unique water features.



Highlights

- *See Twin Falls, Great Falls, and the Caney Fork River Gorge*
- *Enjoy fishing in the Blue Hole on Center Hill Lake*
- *Explore nearby Rock Island (located outside the park)*
- *Visit the Spring Castle and see the Great Falls Cotton Mill*



Date Visited: _____

Memories: _____



82 Beach RD, Rock Island, TN 38581, (931) 837-4770

Savage Gulf

One of the most scenic wilderness areas in the southeast, this park is a premier backpacking destination in Tennessee, offering 55 miles of trails that lead to nine backcountry campgrounds, remarkable vistas, and numerous waterfalls.



Highlights

- *Hike the Stone Door Trail to see the dramatic cliff passageway and a sweeping panoramic overlook*
- *Explore the Savage Day Loop and rim trails for multiple spectacular overlooks*
- *Witness abundant spring wildflower displays by hiking the Collins Gulf Trail to Horsepound Falls*

Date Visited: _____

Memories: _____



1183 Stone Door Rd Beersheba Springs, TN 931-692-3887

Sergeant Alvin C. York



The site of Sgt. York's home is now a memorial to honor this native Tennessean who, with few men, captured 132 German soldiers in a single conflict during WWI. He was awarded over 40 medals, including the Congressional Medal of Honor and the French Croix de Guerre.

Highlights

- *See the Visitor Center; the Gristmill on the Wolf River*
- *Guided tour of the York Home*
- *Explore living history programs; tour replicated WWI trench works*

Date Visited: _____

Memories: _____



2700 N York HWY, Pall Mall, TN 38577, (931) 879-6456

South Cumberland

The seven units of this park are the ultimate hiker's and backpacker's paradise. Breathtaking scenic beauty awaits with spectacular rock formations, cascading streams, beautiful waterfalls, rocky gorges, panoramic overlooks, and several rich cultural and historical sites.



Highlights

- Hike the Fiery Gizzard Trail down to Sycamore Falls
- See the historic coke ovens at Grundy Lakes
- See Buggytop Cave in the Carter Natural Area
- Visit the climbing and waterfalls at Denny Cove and Foster Falls

Date Visited: _____

Memories: _____



Standing Stone

The park's name is a reminder of the 12-ft. tall boulder that stood near Avery Trace, an early federal road. The stone was a boundary marker that aided in maintaining peace between separate Indian nations.



Highlights

- See the CCC/WPA-era architecture
- Stroll along the lakeshore trail
- Learn more about the outstanding spring wildflowers at the Spring Nature Rally (April)
- Attend the National Rolley Hole Marbles Championship and Festival (September)



Date Visited: _____

Memories: _____



1674 Standing Stone Park HWY, Hilham, TN 38568, (800) 713-5157

Tims Ford

Named for an early river crossing or a "ford," the park is situated on the 10,700-acre Tims Ford Lake. The lake created by the TVA is regarded as one of the top bass fishing and recreational lakes in the Southeast.



Highlights

- *Walk the Lost Creek Overlook Trail with suspension bridges*
- *Explore the paved bike trail with scenic overlooks*
- *Hike the long-distance trails such as the Ray Branch Trail*
- *Enjoy camping, fishing, golfing and wildlife viewing*
- *Paddle to one of the island campsites on Tims Ford Lake*



Date Visited: _____

Memories: _____



Special Events

Event: _____

Date: _____

Location: _____

Memories: _____



SPECIAL EVENT

Event: _____

Date: _____

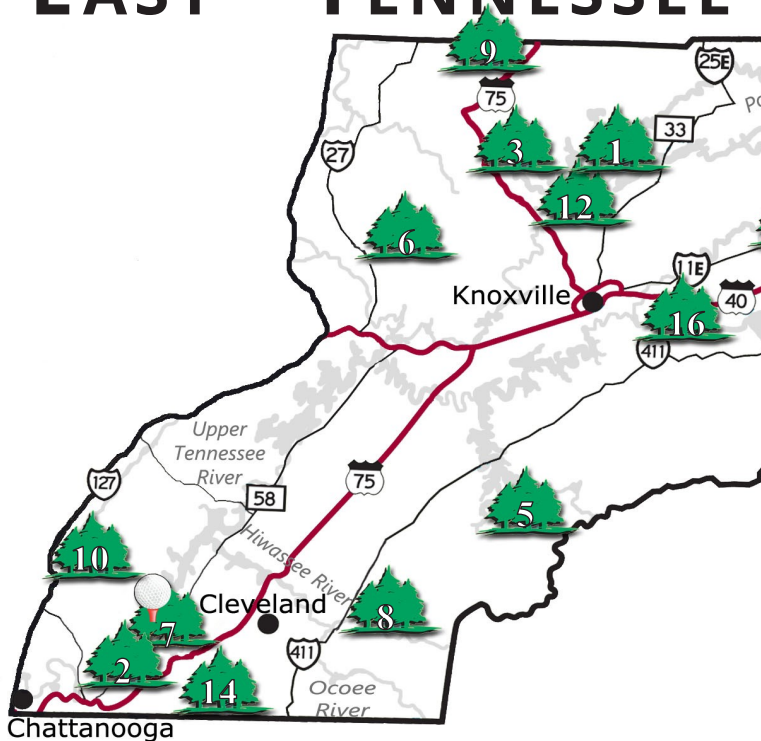
Location: _____

Memories: _____



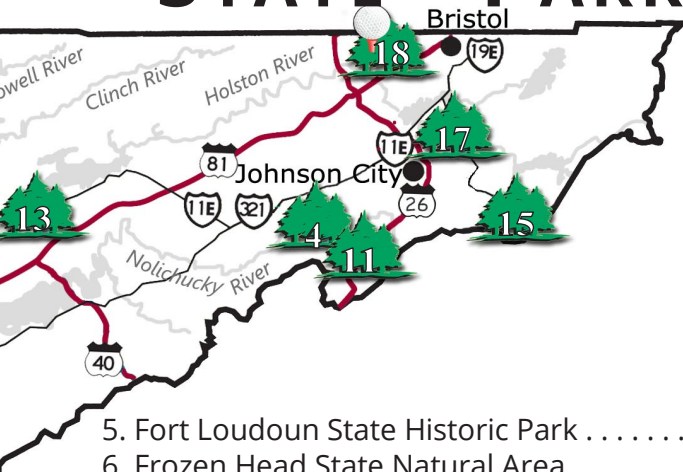
SPECIAL EVENT

EAST TENNESSEE



- 1. Big Ridge State Park
- 2. Booker T. Washington State Park
- 3. Cove Lake State Park
- 4. David Crockett Birthplace State Park

STATE PARKS



- 5. Fort Loudoun State Historic Park
- 6. Frozen Head State Natural Area
- 7. Harrison Bay State Park
- 8. Hiwassee/Ocoee Scenic River State Park
- 9. Indian Mountain State Park
- 10. Justin P. Wilson Cumberland Trail
- 11. Lamar Alexander Rocky Fork State Park
- 12. Norris Dam State Park
- 13. Panther Creek State Park
- 14. Red Clay State Historic Park
- 15. Roan Mountain State Park
- 16. Seven Islands State Park
- 17. Sycamore Shoals State Historic Park
- 18. Warriors' Path State Park

Big Ridge

Located on the southern shore of TVA's Norris Reservoir, this park offers the opportunity to experience a forested wilderness. Nestled among the low ridges and valleys are the old home sites, cemeteries, and rock walls that remind us of those who once called this area home.



Highlights

- *View the rock wall of Sharp's Station Fort founded in the 1780s — one of the first two settlements west of the Appalachian Mountains*
- *See the Norton Gristmill built in 1825 and CCC architecture from the 1930's*
- *Hike to Indian Rock (recommended for the experienced hiker)*

Date Visited: _____

Memories: _____



1015 Big Ridge Park RD, Maynardville, TN 37807, (865) 992-5523

Booker T. Washington

Situated on the shores of Chickamauga Lake, this state park is named in honor of the pioneering black educator who served as Founder and President of Tuskegee Institute.



Highlights

- *Enjoy wildlife viewing while fishing from the pier*
- *Experience the challenging 6-mile mountain bike trail*
- *Relax and enjoy water recreation and great fishing*

Date Visited: _____

Memories: _____



5801 Champion RD, Chattanooga, TN 37416, (423) 894-4955

Cove Lake

The Cumberland Mountains offer a dramatic backdrop for visitors to Cove Lake. Camping, fishing, and wildlife viewing are popular activities. Access to the Cumberland Trail is also possible from the park.



Highlights

- *Dine with a view at Rickard Ridge BBQ*
- *Enjoy camping, fishing, and wildlife viewing*
- *Take a stroll on a 3.5 paved trail*
- *Capture the picturesque landscape in photographs or paintings*

Date Visited: _____

Memories: _____



Cumberland Trail

Named for former Commissioner Justin P. Wilson, who advocated for and created a renewed interest in creating a linear park and trail system that guides visitors to vast overlooks, thundering waterfalls, and fascinating rock formations.



Highlights

- *Experience the Laurel-Snow State Natural Area*
- *Visit Grassy Cove National Natural Landmark & Black Mountain*
- *See Walden's Ridge, Edward's Point, & views of Devil's Racetrack*

***Passports can be stamped at Cove Lake State Park**

Date Visited: _____

Memories: _____



220 Park RD, Caryville, TN 37714, (423) 566-2229

David Crockett Birthplace

Crockett, a legendary frontiersman, statesman, and soldier, was born near the confluence of the Nolichucky River and Limestone Creek. The park provides visitors with an excellent opportunity to learn more about this internationally known figure.



Highlights

- Explore the museum, monument, cabin replica, and gardens
- View the scenic mouth of Limestone Creek at the Nolichucky River
- See the falls at Nolichucky River downstream from Limestone's mouth
- Participate in the Crockett Days Celebration (August)
- Attend the National Storytelling Festival in nearby historic Jonesborough

Date Visited: _____

Memories: _____



Fort Loudoun

A visit to this park transports visitors to the late 1750s when the British established the fort to guard against French activities in the area. Excellent living history programs bring the past to life.



Highlights

- *See the Visitor Center, fort reconstruction, & Tellico Blockhouse*
- *View the Cherokee Indian village reconstruction*
- *Experience living history programs: Garrison weekends and Christmas at Fort Loudoun*
- *Visit the nearby Sequoyah Birthplace Museum*

Date Visited: _____

Memories: _____



338 Fort Loudoun RD, Vonore, TN 37885, (423) 420-2331

Frozen Head

In winter, the summit of Frozen Head Mountain is blanketed by snow even when the valley below is not, hence the name, Frozen Head. The park and natural area contain over 25,000 acres of forests, waterfalls, and streams, creating a wilderness hiker's paradise.



Highlights

- *Climb the Observation Tower for scenic views*
- *Hike the Chimney Top Trail and see the rock shelter near the summit*
- *Experience backcountry camping*
- *Marvel at the excellent wildflower displays in the coves*

Date Visited: _____

Memories: _____



Harrison Bay

This is the first designated state park in Tennessee, and the efforts of the CCC can still be admired throughout the park. Located on the banks of the beautiful Chickamauga Lake, its name is derived from a bay in the Tennessee River that covers the town of Harrison. Water also covers three villages once governed by the Cherokee Chief, Joe Vann.



Highlights

- *Enjoy water recreation and wildlife viewing*
- *Experience Bay Point Loop, a mountain bike/hiking trail*
- *Golf on a Certified Audubon Cooperative Sanctuary*

Date Visited: _____

Memories: _____



8411 Harrison Bay RD, Harrison, TN 37341, (423) 344-6214

Hiwassee/Ocoee

Canoeing, rafting, floating, and fishing are the highlights of these scenic white water rivers. A portion of the Ocoee was the site of the 1996 Olympic Whitewater Competitions.



Highlights

- Visit the old river town of Reliance
- Hike the nearby Gee Creek Trail in the Gee Creek Wilderness and the Bluff Trail on US Forest Service land
- Explore a portion of the John Muir Trail that travels through the gorge
- Hop on the train nearby for scenic tours



Date Visited: _____

Memories: _____



Indian Mountain

The park is unique in that it was once the site of an intensive strip mining operation. Efforts to restore the area for recreational use have paid off, creating a scenic area greatly enjoyed by the local community and the resident wildlife.



Highlights

- *Enjoy camping and boating*
- *Fish at the ponds*
- *Walk the paved track*
- *Hike by the old strip pits reclaimed by nature*

Date Visited: _____

Memories: _____



143 State Park Circle, Jellico, TN 37762, (423) 784-7958

Norris Dam

TVA's first project created Norris Lake amidst the ridges and valleys of eastern Tennessee. This park offers scenic water recreation activities, as well as opportunities to learn more about Appalachian life through the park's interpretive facilities.



Highlights

- *Step back in time by visiting the Lenoir Museum, Rice Gristmill, Crosby Threshing Barn, and historic CCC Camp*
- *Enjoy CCC architecture including cabins and the Tea Room*
- *Experience Fall Color Pontoon rides*
- *Take a walk, bike, or horse ride over 20 miles of multi-use trails through the woods and along Norris Lake*

Date Visited: _____

Memories: _____



125 Village Green Circle, Rocky Top, TN 37769, (865) 425-4500

Panther Creek

This park resides in the community of Panther Springs, a settlement stretching back in time to 1785. Legend says the name stems from a panther that was once shot and fell in the creek. Today, visitors enjoy the clear waters of Cherokee Lake for boating and swimming.



Highlights

- *Enjoy water recreation on the beautiful Cherokee Lake*
- *Explore the scenic multi-use trail system with beautiful wildflowers*
- *View the islands in Cherokee Lake on the Point Lookout Trail*

Date Visited: _____

Memories: _____



2010 Panther Creek RD, Morristown, TN 37814, (423) 587-7046

Red Clay



Red Clay was once the seat of the Cherokee government, and the site of the last council before the Trail of Tears. It is a somber reminder of the devastation experienced by the Cherokee people as they were forcibly removed from their native lands.

Highlights

- *Explore the J.F. Corn Interpretive Facility and Interpretive Trail*
- *Walk the Blue Hole Trail to the spring*
- *View the Eternal Flame of the Cherokee Nations Memorial*
- *Attend the Cherokee Cultural Celebration—see park website for dates*

Date Visited: _____

Memories: _____



1140 Red Clay Park RD SW, Cleveland, TN 37311, (423) 478-0339

Roan Mountain

John Muir described the landscape as a billowing sea of mountains with some of the most beautiful forests he had ever seen. Nearby, Carver's Gap provides access for exploring grassy balds on the Appalachian Trail and the Rhododendron Gardens.



Highlights

- Visit the 1908 Miller Homestead on the National Registry of Historic Places
- Hike trails through mature Appalachian forest
- Enjoy the Interpretive Museum to connect with unique, cultural history of the region
- Enjoy trout fishing and hiking along the Doe River



Date Visited: _____

Memories: _____



1015 HWY 143, Roan Mountain, TN 37687, (800) 250-8620

Rocky Fork

Spanning 2,076 acres, Lamar Alexander Rocky Fork is located in Unicoi County and surrounded by 7,600 acres of Cherokee National Forest. This natural and scenic wonderland is a very diverse mountain ecosystem, allowing for great fishing, and displaying flora and fauna found nowhere else in the state. In 2019, the park was renamed in honor of U.S. Senator and former Tennessee governor Lamar Alexander, known for his advocacy in conservation and protecting public lands, .



Highlights

- *Watch this park develop (and even help out!) as trails, facilities, and signage are added over time*
- *Explore 20 miles of hiking and 16 miles of heritage trout streams*

Date Visited: _____

Memories: _____



501 Rocky Fork Road, Flag Pond, TN 37657

Seven Islands



Seven Islands State Birding Park stands out as a premier birding destination focused on the conservation of grassland birds and their habitats. Spanning 416 acres along the French Broad River, the park showcases over 222 species of birds and offers more than eight miles of natural trails as well as a paved trail to an 800-foot pedestrian bridge.

Highlights

- *Bring your camera and bird checklist and see how many species you can identify*
- *Hike the 8+ miles of wooded and field side trails*
- *Bring your canoe and paddle the French Broad River*

Date Visited: _____

Memories: _____



2809 Kelly Lane, Kodak, TN 37764

Sycamore Shoals

This important historical site was one of the earliest settlements beyond the 13 colonies, and the site of the first majority-rule system of American democratic government in 1772.



Highlights

- *Explore the reconstruction of Fort Watauga*
- *View the shoals of the Watauga River as you walk through the historic 1780 muster grounds of the Overmountain Men*
- *See history come to life through interpretive programming, living history events, and Tennessee's official outdoor drama*
- *Tour two historic house museums: the Carter Mansion (1780) and Sabine Hill (1818)*

Date Visited: _____

Memories: _____



1651 West Elk AVE, Elizabethton, TN 37643, (423) 543-5808

Warriors' Path

Named for the ancient war and trading path between the Iroquois and Cherokee nations, this park offers excellent hiking through lush east Tennessee woodlands with scenic views of Holston Lake. Water recreation, golfing, horseback riding, and biking are also popular.



Highlights

- *Enjoy Darrell's Dream Boundless Playground*
- *Challenge your friends on the disc golf course*
- *Attend award-winning interpretive programming*
- *Hike the diverse trails through forests, fields, and wetlands*

Date Visited: _____

Memories: _____



490 Hemlock RD, Kingsport, TN 37663, (423) 239-8531

Special Events

Event: _____

Date: _____

Location: _____

Memories: _____



SPECIAL EVENT

Event: _____

Date: _____

Location: _____

Memories: _____



SPECIAL EVENT

The Seven Principles of Leave No Trace

1. **Plan Ahead: Know Before You Go**

Learn about the park, check the weather, and pack what you might need, including the 10 essentials.

2. **Choose the Right Path**

Use existing trails so young plants can grow.

3. **Trash Your Trash**

Pack it in, pack it out.

4. **Leave What You Find**

Leave natural objects where you found them so others can enjoy them.

5. **Be Careful with Fire**

Know the park's rules for building fires. Put fires out completely before you leave.

6. **Respect Wildlife**

Observe wildlife from a distance and do not feed them.

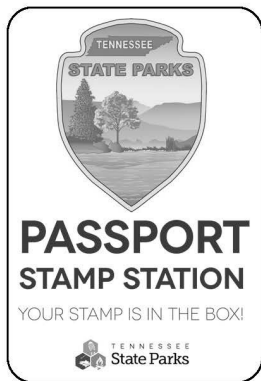
7. **Be Kind to Other Visitors**

Avoid making loud noises or yelling so others can enjoy the outdoors as well.

VISIT EACH TENNESSEE STATE PARK and get your passport stamped.

When you've received a stamp from each park, use the QR code or link below and fill out the completion survey. We'll send you a special certificate to help commemorate your amazing journey!

Find the Passport Stamp Station sign in each park to get your stamps.



Need more info about the Tennessee State Parks passport program? Scan here, or visit tnstateparks.com/about/passport

**Need info, or a place to stay?
Visit tnstateparks.com**

**Lodge, camping and cabin reservations:
888-867-2757**



Tennessee Department of Environment and Conservation, Authorization No. 327158, 20,000 copies. This public document was promulgated at a cost of \$0.76 per copy. April, 2023.

ATTACHMENT 3**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<p>If the attestation applies to more than one contract, modify this row accordingly.</p> <p>SUBJECT CONTRACT NUMBER:</p>	
<p>CONTRACTOR LEGAL ENTITY NAME:</p>	
<p>EDISON VENDOR IDENTIFICATION NUMBER:</p>	

If the attestation applies to more than one contract, modify the following paragraph accordingly.

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

Pro Forma ATTACHMENT 4**(Fill out only by selected Contractor)**

SAMPLE LETTER OF DIVERSITY COMMITMENT

(Company Letterhead/Logo)

(Address)

(Date)

(Salutation),

(Company Name) is committed to achieving or surpassing a goal of (numeral) percent spend with certified diversity business enterprise firms on State of Tennessee contract # (Edison document #). Diversity businesses are defined as those that are owned by minority, women, service-disabled veterans, businesses owned by persons with disabilities, and small businesses which are certified by the Governor's Office of Diversity Business Enterprise (Go-DBE).

We confirm our commitment of (percentage) participation on the (Contract) by using the following diversity businesses:

- (i) Name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran, or disability) of anticipated diversity subcontractors and suppliers:

- (ii) Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers):

_____ %.

- (iii) Description of anticipated services to be performed by diversity subcontractors and suppliers:

We accept that our commitment to diversity advances the State's efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Further, we commit to:

1. Using applicable reporting tools that allow the State to track and report purchases from businesses owned by minority, women, service-disabled veterans, businesses owned by persons with disabilities, and small businesses.
2. Reporting monthly to the Go-DBE office the dollars spent with certified diversity businesses owned by minority, women, service-disabled veterans, businesses owned by persons with disabilities, and small business accomplished under contract # (Edison number).

(Company Name) is committed to working with the Go-DBE office to accomplish this goal.

Regards,

(Company authority – signature and title)