



STATE OF TENNESSEE
RFP # 325.05-001-09
AMENDMENT # 1

March 16, 2009

THE SUBJECT RFP IS HEREBY AMENDED AS FOLLOWS.

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

EVENT	TIME	DATE	UPDATED / CONFIRMED
1) State Issues RFP		March 2, 2009	Confirmed
2) Disability Accommodation Request Deadline	2:00 p.m.	March 5, 2009	Confirmed
3) Pre-proposal Conference	10:00 a.m.	March 6, 2009	Confirmed
4) Notice of Intent to Propose Deadline	2:00 p.m.	March 9, 2009	Confirmed
5) Written Comments Deadline	2:00 p.m.	March 12, 2009	Confirmed
6) State Responds to Written Comments		March 16, 2009	Updated
7) Proposal Deadline	2:00 p.m.	March 25, 2009	Confirmed
8) State Completes Technical Proposal Evaluations		March 30, 2009	Confirmed
9) State Opens Cost Proposals & Calculates Scores	2:00 p.m.	March 31, 2009	Confirmed
10) State Issues Evaluation Notice & Opens RFP Files for Public Inspection	2:00 p.m.	April 3, 2009	Confirmed
11) Contract Signing		April 16, 2009	Confirmed
12) Contract Signature Deadline		April 17, 2009	Confirmed
14) Contract Start Date		July 1, 2009	Confirmed

2. The following State responses to the questions detailed shall amend or clarify this RFP accordingly.

NOTICE: Any restatement of RFP text in the Question/Comment column below shall NOT be construed to change the actual wording of the RFP document.

QUESTION/COMMENT	STATE RESPONSE
1) For gasoline testing, D6422 has been withdrawn by ASTM without replacement- therefore, we recommend using only D4814 for workmanship. We recommend you make this change.	<p>The inclusion of ASTM D 6422-99 in RFP Attachment 6.3. Cost Proposal and Scoring Guide is an error in the RFP. The requirement in the Cost Proposal & Scoring Guide should be the same as indicated in the pro forma contract: ASTM D 4814.</p> <p>Please note that with oxygenated fuels, Phase Separation must be determined consistent with the 'Water Tolerance' section of ASTM D 4814 in addition to verification of basis 'Workmanship' compliance.</p>

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	Reference Amendment Item A.
2) In addition to D5453 for sulfur, we would like to add D7039 as an approved method. The Sindie unit is very accurate and accepted/well recognized by ASTM and the petroleum industry and ours have been qualified with the EPA.	This request is not acceptable to the State. ASTM D 7039 has not yet been successfully balloted into all current ASTM product specifications where sulfur is a required test. ASTM D 5453 is the referee test method for S15 diesel fuel and this method also has a range and product scope that is suitable for all products covered under this RFP. Therefore, ASTM D 5453 remains the desired test method.
3) Under LPG, we would like to add D6667 for sulfur as it is an equal method and is recognized and accepted by ASTM and industry.	The State will allow the substitution of ASTM D 6667 provided that the result determined is within the scope of the method, i.e., the result does not exceed 100 mg/kg. Reference Amendment Items A., B., and C.
4) When testing for D4539 (cold temp oper.), how many actual samples (number) will have to be tested? And what is the model number of the Lawler unit so we can get operational instructions?	It is estimated that no more than 50 diesel samples annually will require the ASTM D 4539 test. Approximately 50 biodiesel blend samples annually will also require the ASTM D 4539 test. The Lawler model number of the ASTM D 4539 compliant unit owned by the State is Model 362.
5) For denatured fuel alcohol and E-85 blends, is ASTM E1064 Coulometric Karl Fischer water acceptable versus ASTM E203 Volumetric Karl Fischer water? ASTM recognizes both methods as acceptable as does D5798 for E-85.	The State will accept ASTM E 1064 as an alternate to ASTM E 203. Reference Amendment Items A., B., and C.
6) For denatured fuel ethanol (and possibly E-85 blends) would ASTM D7319 (as listed approved in D4806) be acceptable for Chloride and Sulfate instead of D7328? We can run D7328, but the preferred method is D7319, especially for denatured ethanol. Will the state find acceptable the use of ASTM D7319 'Determination of Total and Potential Sulfate and Inorganic Chloride in Fuel Ethanol by Direct Injection Suppressed Ion Chromatography' in addition to ASTM D7328 in the test listings for Fuel Ethanol and Denatured Fuel Ethanol?	The State will accept ASTM D 7319 as an alternative test method for ASTM D 7328 for determination of Inorganic Chloride and Sulfate for denatured fuel ethanol samples and for Inorganic Chloride in fuel ethanol (Ed75-Ed85). Reference Amendment Items A., B., and C.
7) For E-85 ASTM D5798 specifications lists 7.1.7 Inorganic Chloride- Test Methods D512 (not the best method for this product) or Test Method D2988. An alternate method for inorganic chloride is found in Annex A1 listed as an acceptable method. D7328 and D7319 are not listed as approved methods- can you also add this (Annex 1) as an approved method? This is accepted/approved by ASTM and industry.	The State will not accept the Annex method requested. Both the Annex A1. method and ASTM D 2988 are currently under ballot for removal from the standard and are expected to be replaced by ASTM D 7319 and ASTM D 7328.

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8) Does the State foresee the need for us to provide additional bottle samplers and RVP nozzle samplers at the beginning of the contract, and if so, approx how many? These require some lead time for us to order.	The successful bidder should be equipped to supply additional bottle samplers and RVP nozzle samplers to inspectors as needed at least thirty days after the effective date of the contract.
9) For Biodiesel and blends: Methanol content is listed EN14110- probably a typo- the slate says EN14140- can we make this correction.	<p>This is a typo error: The correct designation is EN 14110 for Biodiesel Blending Stock.</p> <p>There is no requirement in the RFP for methanol content determinations on biodiesel blends.</p> <p>Reference Amendment Items A., B., and C.</p>
10) Cold Soak Filterability is listed in RFP as ASTM Main Ballot 08-06 Item 49- it is now ASTM D6751 Annex 1. Please confirm that the ASTM Main Ballot 08-06 Item 49 for Cold Soak Filterability supersedes and replaces the version as outlined in the ASTM approved method D6751 for the duration of this contract.	The State will require this test to be performed as written in the RFP. This confirms that no modifications can be made to this requirement at this time. As with any test method, when revisions are made by the ASTM process, the laboratory must conform to those revisions once the procedure is updated.
11) Oxidation Stability- preferred by industry and laboratories is EN14112- this is more acceptable than EN15751. Can we add this method also as acceptable?	This request is not acceptable to the State. EN 15751 is currently the method of choice by the State as this method was developed specifically to correct some of the technical issues that have been observed with EN 14112.
12) We would like to request ASTM D189 be added also as a test for carbon. In the "Scope" of ASTM D4530 under 1.2, it says "Test results are equivalent to the Conradson Content Residue test D189."	This request is not acceptable to the State. ASTM D 4530 is the referee method for this determination and according to the test method, "offers advantages of better control of test conditions, smaller samples, and less operator attention compared to Test Method D 189". Therefore, the State feels that this test method provides the best option for consistently receiving accurate results.
13) SGS requests the inclusion of a Limitation of Liability and Disclaimer of Consequential Damages in the Standard Terms and Conditions as Paragraph D.21. We propose the following: NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF FEES THE STATE PAID CONTRACTOR UNDER THIS AGREEMENT.	This request is not acceptable to the State. Standard Terms and Conditions will remain as is in the pro forma contract.
14) Please confirm method numbers listed for Density for	The correct methods that are acceptable for Density determinations are ASTM D 1298 and ASTM D 4052 ;

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QUESTION/COMMENT	STATE RESPONSE
Aviation Turbine Fuel on Page 27.	<p>the reference of D 4092 is a typo in the original document. This correction also applies to the reference of Density Testing for Aviation Turbine Fuel throughout the entire RFP.</p> <p>Reference Amendment Items A., B., and C.</p>

- A. Delete RFP Attachment 6.3. in its entirety and insert the following in its place:
RFP ATTACHMENT 6.3.

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The proposed cost, detailed below, shall indicate the proposed price for the entire scope of service including all services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

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

PROPOSER SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
PROPOSER LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost Per Sample	Weight*	Cost

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PROPOSER LEGAL ENTITY NAME:				
Cost Item Description		Proposed Cost Per Sample	Weight*	Cost
Gasoline				
<u>Test Description</u>				
Research Octane Number	ASTM D 2699	\$ _____		
Motor Octane Number	ASTM D 2700	\$ _____		
Antiknock Index	R+M/2	\$ _____		
Phase Separation/Workmanship	ASTM D 4814	\$ _____		
Distillation (all points)	ASTM D 86	\$ _____		
Oxygenated Compounds (Individual vol% and total mass % oxygen)	ASTM D 4815	\$ _____		
Vapor Pressure	ASTM D 5191	\$ _____		
Vapor – Liquid Ratio Temperature	ASTM D 5188	\$ _____		
Drivability Index	ASTM D 4814	\$ _____		
Relative Density (Report as Required for Other Tests)	ASTM D 1298 / D 4052	\$ _____		
*TOTAL Slate Price per Pro Forma section A.3.a. requirements – Gasoline and Gasoline Oxygenate Blends		\$ _____	X 5520	\$ _____
Total may not be the Sum of Above Tests				
Diesel				
<u>Test Description</u>				
Distillation (all points)	ASTM D 86	\$ _____		
Flash Point	ASTM D 93	\$ _____		
Sulfur	ASTM D 5453	\$ _____		
Cetane Number*	ASTM D 613 / D 6890	\$ _____		
Cetane Index	ASTM D 4737	\$ _____		
Water & Sediment	ASTM D 2709	\$ _____		
Relative Density (Report as Required for Other Tests)	ASTM D 1298 / D 4052	\$ _____		
Biodiesel (FAME) Content	ASTM D 7371	\$ _____		
Cold Temperature Opearbility	ASTM D 2500 / D 4539	\$ _____		
* TOTAL Slate Price per Pro Forma section A.3.b. requirements - Diesel		\$ _____	X 1500	\$ _____
Total may be less than the sum of the above tests				

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PROPOSER LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost Per Sample	Weight*	Cost
Kerosene / Fuel Oils			
<u>Test Description</u>			
Distillation (all points) ASTM D 86	\$ _____		
Sulfur ASTM D 5453	\$ _____		
Flash Point ASTM D 56	\$ _____		
Water & Sediment ASTM D 2709	\$ _____		
Saybolt Color, Kerosene Only ASTM D 156	\$ _____		
* TOTAL Slate Price per Pro Forma section A.3.c. requirements - Kerosene Total may be less than the sum of the above tests	\$ _____	X 500	\$ _____
Aviation Turbine Fuel			
<u>Test Description</u>			
Distillation (all points) ASTM D 86	\$ _____		
Flash Point ASTM D 56	\$ _____		
Freeze Point ASTM D 2386	\$ _____		
Microseparometer, Rating ASTM D 3948	\$ _____		
Density ASTM D 1298/ D 4052	\$ _____		
* TOTAL Slate Price per Pro Forma section A.3.d. requirements - Aviation Turbine Fuel Total may be less than the sum of the above tests	\$ _____	X 50	\$ _____
Aviation Gasoline			
<u>Test Description</u>			
Knock Value, lean mixture ASTM D 2700	\$ _____		
Distillation (all points) ASTM D 86	\$ _____		
Vapor Pressure ASTM D 5191	\$ _____		
Water Reaction ASTM D 1094	\$ _____		
* TOTAL Slate Price per Pro Forma section A.3.e. requirements - Aviation Gasoline Total may be less than the sum of the above tests	\$ _____	X 50	\$ _____

PROPOSER LEGAL ENTITY NAME:				
Cost Item Description		Proposed Cost Per Sample	Weight*	Cost
Liquefied Petroleum Gas				
<u>Test Description</u>				
Compositional Analysis	ASTM D 2163	\$ _____		
Sulfur	ASTM D 2784/D 6667	\$ _____		
Relative Density (calculated from D 2163 data)	ASTM D 2598	\$ _____		
Vapor Pressure (calculated from D 2163 data)	ASTM D 2598	\$ _____		
Moisture Content	ASTM D 2713	\$ _____		
* TOTAL Slate Price per Pro Forma section A.3.f. requirements – Liquefied Petroleum Gas		\$ _____	X10	\$ _____
Total may be less than the sum of the above tests				
Biodiesel Blending Stock				
<u>Test Description</u>				
Metals (Ca, Mg, Na, K)	EN 14538	\$ _____		
Flash Point	ASTM D 93	\$ _____		
Methanol Content	EN 14110	\$ _____		
Water & Sediment	ASTM D 2709	\$ _____		
Kinematic viscosity	ASTM D 445	\$ _____		
Sulfated Ash	ASTM D 874	\$ _____		
Sulfur	ASTM D 5453	\$ _____		
Cu Strip Corrosion	ASTM D 130	\$ _____		
Cetane No.	ASTM D 613 / D6890	\$ _____		
Carbon Residue	ASTM D 4530	\$ _____		
Acid No.	ASTM D 664	\$ _____		
Cold Soak Filterability	ASTM Main Ballot 08-06 Item 49	\$ _____		
Total & Free Glycerin	ASTM D 6584	\$ _____		
Phosphorus Content	ASTM D 4951	\$ _____		
Distillation Temperature	ASTM D 1160	\$ _____		
Oxidation Stability	EN 15751	\$ _____		
* TOTAL Slate Price per Pro Forma section A.3.g. requirements – Biodiesel Blending Stock		\$ _____	X 100	\$ _____
Total may be less than the sum of the above tests				

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PROPOSER LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost Per Sample	Weight*	Cost
Biodiesel Blends			
<u>Test Description</u>			
Distillation (all points) ASTM D 86	\$ _____		
Flash Point ASTM D 93	\$ _____		
Sulfur ASTM D 5453	\$ _____		
Cetane Number ASTM D 613 / D 6890	\$ _____		
Cetane Index ASTM D 4737	\$ _____		
Water & Sediment ASTM D 2709	\$ _____		
Relative Density (Report as Required for Other Tests) ASTM D 1298 / D 4052	\$ _____		
Biodiesel (FAME) Content ASTM D 7371	\$ _____		
Cold Temperature Operability ASTM D 2500 / D 4539	\$ _____		
Acid No. ASTM D 664	\$ _____		
Oxidation Stability EN 15751	\$ _____		
* TOTAL Slate Price per Pro Forma section A.3.h. requirements – Biodiesel Blends Total may be less than the sum of the above tests	\$ _____	X 100	\$ _____
Fuel Ethanol (Ed75-Ed85)			
<u>Test Description</u>			
Ethanol & Methanol Content ASTM D 5501	\$ _____		
Aliphatic ethers, MeOH and C3-8 alcohols ASTM D 4815	\$ _____		
Vapor Pressure ASTM D 5191	\$ _____		
Sulfur ASTM D 5453	\$ _____		
Acidity ASTM D 1613	\$ _____		
Gum, Washed & Unwashed ASTM D 381	\$ _____		
pH _e ASMT D 6423	\$ _____		
Inorganic Chloride ASTM D 7328 / D7319	\$ _____		
Copper ASTM D 1688 modified per ASTM D 4806	\$ _____		
Water ASTM E 203 / E 1064	\$ _____		
Visual Appearance ASTM D 5798	\$ _____		
* TOTAL Slate Price per Pro Forma section A.3.i. requirements – Fuel Ethanol Total may be less than the sum of the above tests	\$ _____	X 120	\$ _____

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PROPOSER LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost Per Sample	Weight*	Cost
Denatured Fuel Ethanol			
<u>Test Description</u>			
Ethanol & Methanol Content	ASTM D 5501		
	\$ _____		
Gum, Washed & Unwashed	ASTM D 381		
	\$ _____		
Water	ASTM E 203 / E1064		
	\$ _____		
Inorganic Chloride & Sulfate	ASTM D 7328 / D 7319		
	\$ _____		
Copper	ASTM D 1688 modified per ASTM D 4806		
	\$ _____		
Acidity	ASTM D 1613		
	\$ _____		
pH _e	ASMT D 6423		
	\$ _____		
Sulfur	ASTM D 5453		
	\$ _____		
Sulfate	ASTM D 7328 / D 7319		
	\$ _____		
Visual Appearance	ASTM D 4806		
	\$ _____		
* TOTAL Slate Price per Pro Forma section A.3.j. requirements – Denatured Fuel Ethanol		100	
Total may be less than the sum of the above tests	\$ _____		\$ _____
This Is The Estimated Volume To Be Used in Calculating Cost Proposal Score			
<i>The RFP Coordinator will use this sum and the formula below to calculate the COST PROPOSAL SCORE. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>		Evaluation Cost Amount: <i>(sum of all annual cost amounts above)</i>	
Lowest Evaluation Cost Amount from <u>all</u> Proposals <hr/> Evaluation Cost Amount Being evaluated		X 30 <i>(maximum section score)</i>	= SCORE:
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>			

B. Delete RFP Attachment 6.6.Pro-Forma Contract Section A.3. in its entirety and insert the following in its place:

A.3. Laboratory Analysis – Testing Scope Requirements

The following shall outline the requirements of the routine analytical scope of tests that shall be performed on each product sample submitted by the State unless otherwise requested, with exceptions as noted. The Contractor shall adhere to the most recently published edition of each test method, unless otherwise specified by the State.

- a. The requirements for laboratory analysis of gasoline and gasoline oxygenate blends shall be as follows:

<u>Gasoline and Gasoline Oxygenate Blends</u>	<u>Test Method</u>
Research Octane Number	ASTM D 2699
Motor Octane Number	ASTM D 2700
Antiknock Index	R+M/2
Phase Separation/Workmanship	ASTM D 4814
Distillation (all points)	ASTM D 86
Oxygenated Compounds (Individual Vol % and total mass % oxygen)	ASTM D 4815
Vapor Pressure	ASTM D 5191
Vapor – Liquid Ratio Temperature	ASTM D 5188
Drivability Index	ASTM D 4814
Relative Density (Report as Required for Other Tests)	ASTM D 1298 / ASTM D 4052

- b. The requirements for laboratory analysis of diesel fuel shall be as follows

<u>Diesel</u>	<u>Test Method</u>
Distillation (all points)	ASTM D 86
Flash Point	ASTM D 93
Sulfur	ASTM D 5453
Cetane Number*	ASTM D 613 / ASTM D 6890
Cetane Index	ASTM D 4737
Water & Sediment	ASTM D 2709
Relative Density (Report as Required for Other Tests)	ASTM D 1298 / ASTM D 4052
Biodiesel (FAME) Content**	ASTM D 7371
Cold Temperature Opearbility***	ASTM D 2500 / ASTM D 4539

*Cetane number shall be reported on all samples other than those coded as both 'routine', 'retail'. Additionally, Cetane Number shall be reported on all diesel samples where the Cetane Index calculation is less than or equal to 43 and on any sample certified or otherwise required to meet a minimum cetane number above 40. If D 6890 is used to perform this test, and a sample test result is below 40, then D 613 must be performed to validate the final result.

**Perform biodiesel content testing on: (1) diesel samples identified on the inspection form as containing five percent (5 %) or less biodiesel and; (2) five percent (5%) of all diesel samples submitted.

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***Cold temperature operability shall be performed on samples collected Oct – March when biodiesel is detected through test method D 7371. Both D 2500 and D 4539 tests shall be performed.

- c. The requirements for laboratory analysis of kerosene and fuel oils shall be as follows:

<u>Kerosene / Fuel Oils</u>	<u>Test Method</u>
Distillation (all points)	ASTM D 86
Sulfur	ASTM D 5453
Flash Point	ASTM D 56
Water & Sediment	ASTM D 2709
Saybolt Color (Kerosene Only)	ASTM D 156

- d. The requirements for laboratory analysis of aviation turbine fuel shall be as follows:

<u>Aviation Turbine Fuel</u>	<u>Test Method</u>
Distillation (all points)	ASTM D 86
Flash Point	ASTM D 56
Freeze Point	ASTM D 2386
Microseparometer, Rating	ASTM D 3948
Density	ASTM D 1298/ ASTM D 4052

- e. The requirements for laboratory analysis of aviation gasoline shall be as follows:

<u>Aviation Gasoline</u>	<u>Test Method</u>
Knock Value, lean mixture	ASTM D 2700
Distillation (all points)	ASTM D 86
Vapor Pressure	ASTM D 5191
Water Reaction	ASTM D 1094

- f. The requirements for laboratory analysis of liquefied petroleum gas shall be as follows:

<u>LPG</u>	<u>Test Method</u>
Compositional Analysis	ASTM D 2163
Sulfur	ASTM D 2784/ ASTM D 6667
Relative Density (calculated from D 2163 data)	ASTM D 2598
Vapor Pressure (calculated from D 2163 data)	ASTM D 2598
Moisture Content	ASTM D 2713

- g. The requirements for laboratory analysis of biodiesel blending stock shall be as follows:

<u>Biodiesel</u>	<u>Test Method</u>
Calcium and Magnesium	EN 14538
Flash Point	ASTM D 93
Methanol Content*	EN 14110
Water & Sediment	ASTM D 2709
Kinematic viscosity	ASTM D 445
Sulfated Ash	ASTM D 874
Sulfur	ASTM D 5453
Cu Strip Corrosion	ASTM D 130

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Cetane No.**	ASTM D 613 / ASTM D 6890
Carbon Residue	ASTM D 4530
Acid No.	ASTM D 664
Cold Soak Filterability	ASTM Main Ballot 08-06 - tem 49
Total & Free Glycerin	ASTM D 6584
Phosphorus Content	ASTM D 4951
Distillation Temperature	ASTM D 1160
Sodium and Potassium	EN 14538
Oxidation Stability	EN 15751

* Methanol Content will be reported on samples with flash points above 93° C and below 130° C.

** If D 6890 is used to perform this test, and a sample test result is below 47, then D 613 must be reported to validate the final result.

- h. The requirements for laboratory analysis of biodiesel blends shall be as follows:

<u>Biodiesel Blends</u>	<u>Test Method</u>
Distillation (all points)	ASTM D 86
Flash Point	ASTM D 93
Sulfur	ASTM D 5453
Cetane Number*	ASTM D 613 / ASTM D 6890
Cetane Index	ASTM D 4737
Water & Sediment	ASTM D 2709
Relative Density (Report as Required for Other Tests)	ASTM D 1298 / ASTM D 4052
Biodiesel (FAME) Content	ASTM D 7371
Cold Temperature Operability**	ASTM D 2500 / ASTM D 4539
Acid No.	ASTM D 664
Oxidation Stability	EN 15751

*Cetane number shall be reported on all samples other than those coded as both 'routine', 'retail'. Additionally, Cetane Number shall be reported on all diesel samples where the Cetane Index calculation is less than or equal to 43 and on any sample certified or otherwise required to meet a minimum cetane number above 40. If D 6890 is used to perform this test, and a sample test result is below 40, then D 613 must be reported to validate the final result.

**Cold temperature operability shall be performed on samples collected Oct – March when biodiesel is detected through test method D 7371. Both D 2500 and D 4539 tests shall be reported.

- i. The requirements for laboratory analysis of fuel ethanol (Ed75-85) shall be as follows:

<u>Fuel Ethanol (Ed75-Ed85)</u>	<u>Test Method</u>
Ethanol & Methanol Content	ASTM D 5501
Aliphatic ethers, methanol and C3-8 alcohols	ASTM D 4815
Vapor Pressure	ASTM D 5191

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Sulfur	ASTM D 5453
Acidity	ASTM D 1613
Gum, Washed & Unwashed	ASTM D 381
pH _e	ASMT D 6423
Inorganic Chloride	ASTM D 7328 / ASTM D 7319
Copper	ASTM D 1688*
Water	ASTM E 203 / ASTM E 1064
Visual Appearance	ASTM D 5798

*Modified per ASTM D 4806.

- j. The requirements for laboratory analysis of denatured fuel ethanol shall be as follows:

<u>Denatured Fuel Ethanol</u>	<u>Test Method</u>
Ethanol & Methanol Content	ASTM D 5501
Gum, Washed & Unwashed	ASTM D 381
Water	ASTM E 203 / ASTM E 1064
Inorganic Chloride & Sulfate	ASTM D 7328 / ASTM D 7319
Copper	ASTM D 1688*
Acidity	ASTM D 1613
pH _e	ASMT D 6423
Sulfur	ASTM D 5453
Sulfate	ASTM D 7328 / ASTM D 7319
Visual Appearance	ASTM D 4806

*Modified per ASTM D 4806.

C. Delete RFP Attachment 6.6.Pro-Forma Contract Section C.3. in its entirety and insert the following in its place:

- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
- The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
 - The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

SERVICE UNIT Per Sample Tested,

AMOUNT

Gasoline and Gasoline Oxygenate Blends

Test Description

Research Octane Number	ASTM D 2699	\$ _____ per sample tested
Motor Octane Number	ASTM D 2700	\$ _____ per sample tested
Antiknock Index	R+M/2	\$ _____ per sample tested
Phase Separation/Workmanship	ASTM D 4814	\$ _____ per sample tested
Distillation (all points)	ASTM D 86	\$ _____ per sample tested
Oxygenated Compounds (Individual vol% and total mass % oxygen) ASTM D 4815		\$ _____ per sample tested
Vapor Pressure	ASTM D 5191	\$ _____ per sample tested
Vapor – Liquid Ratio Temperature	ASTM D 5188	\$ _____ per sample tested
Drivability Index	ASTM D 4814	\$ _____ per sample tested
Relative Density (Report as Required for Other Tests)	ASTM D 1298 / ASTM D 4052	\$ _____ per sample tested
*TOTAL Slate Price per Sec. A.3.a. requirements – Gasoline and Gasoline Oxygenate Blends		\$ _____ per sample tested
*Total may be less than the sum of the above tests		

Diesel Fuel

Test Description

Distillation (all points)	ASTM D 86	\$ _____ per sample tested
Flash Point	ASTM D 93	\$ _____ per sample tested
Sulfur	ASTM D 5453	\$ _____ per sample tested
Cetane Number	ASTM D 613 / ASTM D 6890	\$ _____ per sample tested
Cetane Index	ASTM D 4737	\$ _____ per sample tested
Water & Sediment	ASTM D 2709	\$ _____ per sample tested
Relative Density (Report as Required for Other Tests)	ASTM D 1298 / ASTM D 4052	\$ _____ per sample tested
Biodiesel (FAME) Content	ASTM D 7371	\$ _____ per sample tested
Cold Temperature Operability	ASTM D 2500 / ASTM D 4539	\$ _____ per sample tested

***TOTAL Slate Price per Sec. A.3.b. requirements – Diesel Fuel**

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* Total may be less than the sum of the above tests

\$ _____ per
sample tested

Kerosene / Fuel Oils

Test Description

Distillation (all points)	ASTM D 86	\$ _____ per sample tested
Sulfur	ASTM D 5453	\$ _____ per sample tested
Flash Point	ASTM D 56	\$ _____ per sample tested
Water & Sediment	ASTM D 2709	\$ _____ per sample tested
Saybolt Color, Kerosene Only	ASTM D 156	\$ _____ per sample tested

***TOTAL Slate Price per Sec. A.3.c. requirements – Kerosene/Fuel Oils**

* Total may be less than the sum of the above tests

\$ _____ per
sample tested

Aviation Turbine Fuel (ATF)

Test Description

Distillation (all points)	ASTM D 86	\$ _____ per sample tested
Flash Point	ASTM D 56	\$ _____ per sample tested
Freeze Point	ASTM D 2386	\$ _____ per sample tested
Microseparator, Rating	ASTM D 3948	\$ _____ per sample tested
Density	ASTM D 1298 / ASTM D 4052	\$ _____ per sample tested

***TOTAL Slate Price per Sec. A.3.d. requirements – ATF**

* Total may be less than the sum of the above tests

\$ _____ per
sample tested

Aviation Gasoline

Test Description

Knock Value, lean mixture	ASTM D 2700	\$ _____ per sample tested
Distillation (all points)	ASTM D 86	\$ _____ per sample tested
Vapor Pressure	ASTM D 5191	\$ _____ per sample tested
Water Reaction	ASTM D 1094	\$ _____ per sample tested

***TOTAL Slate Price per Sec. A.3.e. requirements – Av Gas**

* Total may be less than the sum of the above tests

\$ _____ per
sample tested

Liquefied Petroleum Gas (LPG)

Test Description

Compositional Analysis	ASTM D 2163	\$ _____ per
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Sulfur	ASTM D 2784 ASTM D 6667	sample tested \$ _____ per sample tested
Relative Density (calculated from D 2163 data)	ASTM D 2598	\$ _____ per sample tested
Vapor Pressure (calculated from D 2163 data)	ASTM D 2598	\$ _____ per sample tested
Moisture Content	ASTM D 2713	\$ _____ per sample tested
*TOTAL TOTAL Slate Price per Sec. A.3.f. requirements – LPG		\$ _____ per sample tested
* Total may be less than the sum of the above tests		

Biodiesel

Test Description

Metals (Ca, Mg, Na, K)	EN 14538	\$ _____ per sample tested
Flash Point	ASTM D 93	\$ _____ per sample tested
Methanol Content	EN 14110	\$ _____ per sample tested
Water & Sediment	ASTM D 2709	\$ _____ per sample tested
Kinematic viscosity	ASTM D 445	\$ _____ per sample tested
Sulfated Ash	ASTM D 874	\$ _____ per sample tested
Sulfur	ASTM D 5453	\$ _____ per sample tested
Cu Strip Corrosion	ASTM D 130	\$ _____ per sample tested
Cetane No.	ASTM D 613 / ASTM D6890	\$ _____ per sample tested
Carbon Residue	ASTM D 4530	\$ _____ per sample tested
Acid No.	ASTM D 664	\$ _____ per sample tested
Cold Soak Filterability	ASTM Main Ballot 08-06 Item 49	\$ _____ per sample tested
Total & Free Glycerin	ASTM D 6584	\$ _____ per sample tested
Phosphorus Content	ASTM D 4951	\$ _____ per sample tested
Distillation Temperature	ASTM D 1160	\$ _____ per sample tested
Oxidation Stability	EN 15751	\$ _____ per sample tested
*TOTAL Slate Price per Sec. A.3.g. requirements – Biodiesel		\$ _____ per sample tested
* Total may be less than the sum of the above tests		

Biodiesel Blends

Test Description

Distillation (all points)	ASTM D 86
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Flash Point	ASTM D 93	\$ _____ per sample tested
Sulfur	ASTM D 5453	\$ _____ per sample tested
Cetane Number*	ASTM D 613 / ASTM D 6890	\$ _____ per sample tested
Cetane Index	ASTM D 4737	\$ _____ per sample tested
Water & Sediment	ASTM D 2709	\$ _____ per sample tested
Relative Density (Report as Required for Other Tests)	ASTM D 1298 / ASTM D 4052	\$ _____ per sample tested
Biodiesel (FAME) Content	ASTM D 7371	\$ _____ per sample tested
Cold Temperature Operability**	ASTM D 2500 / ASTM D 4539	\$ _____ per sample tested
Acid No.	ASTM D 664	\$ _____ per sample tested
Oxidation Stability	EN 15751	\$ _____ per sample tested
*TOTAL Slate Price per Sec. A.3.h. requirements – Biodiesel Blends		\$ _____ per sample tested
* Total may be less than the sum of the above tests		\$ _____ per sample tested

Fuel Ethanol (Ed75-Ed85)

Test Description

Ethanol & Methanol Content	ASTM D 5501	\$ _____ per sample tested
Aliphatic ethers, methanol and C3-8 alcohols	ASTM D 4815	\$ _____ per sample tested
Vapor Pressure	ASTM D 5191	\$ _____ per sample tested
Sulfur	ASTM D 5453	\$ _____ per sample tested
Acidity	ASTM D 1613	\$ _____ per sample tested
Gum, Washed & Unwashed	ASTM D 381	\$ _____ per sample tested
pH _e	ASMT D 6423	\$ _____ per sample tested
Inorganic Chloride	ASTM D 7328 ASTM D 7319	\$ _____ per sample tested
Copper	ASTM D 1688* *Modified per ASTM D 4806	\$ _____ per sample tested
Water	ASTM E 203 ASTM E 1064	\$ _____ per sample tested
Visual Appearance	ASTM D 5798	\$ _____ per sample tested
*TOTAL Slate Price per Sec. A.3.i. requirements – Fuel Ethanol		\$ _____ per

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* Total may be less than the sum of the above tests

sample tested

Denatured Fuel Ethanol

Test Description

Ethanol & Methanol Content	ASTM D 5501	\$ _____ per sample tested
Gum, Washed & Unwashed	ASTM D 381	\$ _____ per sample tested
Water	ASTM E 203 ASTM E 1064	\$ _____ per sample tested
Inorganic Chloride & Sulfate	ASTM D 7328 ASTM D 7319	\$ _____ per sample tested
Copper	ASTM D 1688* *Modified per ASTM D 4806	\$ _____ per sample tested
Acidity	ASTM D 1613	\$ _____ per sample tested
pH _e	ASMT D 6423	\$ _____ per sample tested
Sulfur	ASTM D 5453	\$ _____ per sample tested
Sulfate	ASTM D 7328	\$ _____ per sample tested
Visual Appearance	ASTM D 4806	\$ _____ per sample tested
*TOTAL Slate Price per Sec. A.3.j. requirements – Denatured Fuel Ethanol		\$ _____ per sample tested
* Total may be less than the sum of the above tests		



**STATE OF TENNESSEE
DEPARTMENT OF AGRICULTURE**

**REQUEST FOR PROPOSALS
FOR
Laboratory Testing of Engine and Heating Fuels, Reporting
of Results, and Related Support**

RFP # 325.05-001-09

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1. INTRODUCTION

The State of Tennessee, Department of Agriculture, hereinafter referred to as “the State,” has issued this Request for Proposals (RFP) to define minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State’s process for evaluating proposals and selecting a contractor to provide the needed service.

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

1.1. Statement of Procurement Purpose

The State intends to secure a contract for laboratory analysis of engine fuels and heating fuels, reporting of results, and associated support to continue the Kerosene and Motor Fuels Quality Inspection Program pursuant to Public Chapter 397 of 1989, TCA § 47-18-1301. Under this program the State regulates the quality of engine fuels and heating fuels conveyed in the State of Tennessee. Gasoline, diesel fuel, kerosene, aviation gasoline, aviation turbine fuel, biodiesel, biodiesel blends, denatured fuel ethanol, and E-85 fuel ethanol are products representing the main focus of the State’s testing program.

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

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

- 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 Proposer 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 disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. RFP Communications

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

RFP # 325.05-001-09

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. Potential proposers must direct communications relating to this RFP to the following person designated as the RFP Coordinator.

Robert Angle

Tennessee Department of Agriculture
P.O. Box 40627
Nashville, TN 37204
615-837-5173
Robert.Angle@tn.gov
Fax: 615-837-5085

Private Carrier Shipping Address:
Moss Building Annex
440 Hogan Road, Nashville TN 37220

1.4.2.2. Notwithstanding the foregoing, potential proposers may contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, women-owned, and small businesses as well as general, public information relating to this RFP; 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:

Terry Oliver
Tennessee Department of Agriculture
PO Box 40627
Nashville, TN 37204
615-837-5103
Terry.Oliver@tn.gov

- 1.4.3. Only the State's official, written responses and communications will be binding with regard to this RFP. The State will consider oral communications of any type to be unofficial and non-binding.
- 1.4.4. Potential proposers must ensure that the State receives all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Proposers must assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital "postmarking" of a communication or proposal to the State by a specified deadline date will not substitute for the State's actual receipt of a communication or proposal.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the potential proposers from whom the State has received a Notice of Intent to Propose (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.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriate and adequate 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 within the discretion of Proposers to independently verify any information before relying thereon.

1.5. **Assistance to Proposers With a Disability**

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

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

- 1.6.1. Each potential proposer 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 potential proposer having questions and comments concerning this RFP must provide such in writing to the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Comments Deadline.

1.7. **Pre-Proposal Conference**

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

The conference will be held at:

Ellington Agricultural Center
Porter Building
440 Hogan Road
Nashville, TN 37220

The purpose of the conference is to discuss the RFP scope of services. The State will entertain questions; however potential proposers must understand the State's response to any question at the Pre-Proposal Conference to be tentative and non-binding. Potential proposers should submit questions concerning the RFP in writing and must submit them prior to the Written Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to questions to potential proposers 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 Propose**

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

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

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

1.9. Proposal Deadline

A Proposer must ensure that the State receives a proposal no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late proposals, and a Proposer's failure to submit a proposal before the deadline will result in disqualification of the proposal.

2. RFP SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFP Issued		March 2, 2009
2. Disability Accommodation Request Deadline	2:00 p.m.	March 5, 2009
3. Pre-proposal Conference	10:00 a.m.	March 6, 2009
4. Notice of Intent to Propose Deadline	2:00 p.m.	March 9, 2009
5. Written "Questions & Comments" Deadline	2:00 p.m.	March 12, 2009
6. State Response to Written "Questions & Comments"		March 18, 2009
7. Proposal Deadline	2:00 p.m.	March 25, 2009
8. State Completion of Technical Proposal Evaluations		March 30, 2009
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	March 31, 2009
10. State Evaluation Notice Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	April 3, 2009
11. Contract Signing		April 16, 2009
12. Contractor Contract Signature Deadline	2:00 p.m.	April 17, 2009

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 potential proposers from whom the State has received a Notice of Intent to Propose (refer to section 1.8.).

3. PROPOSAL REQUIREMENTS

3.1. Proposal Form

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

- 3.1.1. **Technical Proposal.** The RFP Attachment 6.2., Technical Proposal & Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. The 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 proposal 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 proposal, the state will deem the proposal to be non-responsive and reject it.

- 3.1.1.1. A Proposer must use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to organize, reference, and draft the Technical Proposal by duplicating the attachment, adding appropriate proposal page numbers as required, and using the guide as a table of contents covering the Technical Proposal.
- 3.1.1.2. A proposal should be economically prepared, with emphasis on completeness and clarity. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible). All proposal pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Proposal should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Proposal & 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 proposal to be non-responsive and reject it if:
- a. the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the RFP Attachment 6.2., Technical Proposal & Evaluation Guide; or
 - b. the Technical Proposal document does not appropriately respond to, address, or meet all of the requirements and proposal items detailed in the RFP Attachment 6.2., Technical Proposal & 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 proposer fails to submit a cost proposal exactly as required, the state will deem the proposal to be non-responsive and reject it.

- 3.1.2.1. A Proposer 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.
- 3.1.2.3. A Proposer must sign and date the Cost Proposal.
- 3.1.2.4. A Proposer must submit the Cost Proposal to the State in a sealed package separate from the Technical proposal (as detailed in RFP Sections 3.2.3., *et seq.*).
- 3.1.2.5. A maximum TOTAL Slate Price per fuel sample is requested. This is the maximum charge per sample for any combination of routine test descriptions and associated support noted in the Pro Forma Contract. The maximum charge does not necessarily need to be an arithmetic sum of the individual test description costs. Although the sum of the individual test descriptions may exceed the TOTAL Slate cost of the fuel when all tests are performed, the State shall not pay, nor shall the Contractor charge, more than the TOTAL Slate cost for each sample as set forth in the contract. For example:

Gasoline <u>Test Description</u>	Method	Unit Rate
Research Octane Number	ASTM D 2699	___\$X___
Motor Octane Number	ASTM D 2700	___\$X___
Antiknock Index	R+M/2	___\$X___
Phase Separation/Workmanship	ASTM D 6422-99 D 4814	___\$X___
Distillation (all points)	ASTM D 86	___\$X___
Oxygenated Compounds (Individual vol% and total mass % oxygen)	ASTM D 4815	___\$X___
Vapor Pressure	ASTM D 5191	___\$X___
Vapor – Liquid Ratio Temperature	ASTM D 5188	___\$X___
Drivability Index	ASTM D 4814	___\$X___
Relative Density (Report as Required for Other Tests)	ASTM D 1298 / D 4052	___\$X___
Gasoline Total Slate Not To Exceed For All Tests Listed Above Per Sample (To Be Used in Calculating Cost Proposal Score)		<u>\$ <= Σx</u>

The Maximum Total Slate Price Per Sample for routine tests shall be used to calculate the score for the cost proposal. Proposals should also include a percentage discount for any tests required by the State not included in the standard battery of tests listed in the Pro Forma Contract.

On very limited occasions, the State may request that a sample only be tested for a certain parameter when the full battery of normal tests is deemed to be unnecessary. Therefore, the State requests that prices be proposed for individual tests in addition to a price for all listed routine tests. With this pricing structure, the State understands that the TOTAL Slate cost when all routine tests are conducted may be less than the sum of the cost of the individual tests for each product specified. In cases where the State requests individual tests on a sample, the Contractor shall charge the State either the sum of the individual tests or the maximum TOTAL Slate allowed under the contract for the product, whichever is less.

3.2. Proposal Delivery

A Proposer must deliver a proposal in response to this RFP as detailed below. The State will not accept a proposal delivered by any other method.

- 3.2.1. A Proposer must ensure that both the original Technical Proposal and Cost Proposal documents meet all form and content requirements detailed within this RFP for such proposals including but not limited to required signatures.
- 3.2.2. A Proposer must submit original Technical Proposal and Cost Proposal documents and copies as specified below.

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

“RFP # 325.05-001-09 TECHNICAL PROPOSAL ORIGINAL”

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

“RFP # 325.05-001-09 TECHNICAL PROPOSAL COPY”

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

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

“RFP # 325.05-001-09 COST PROPOSAL ORIGINAL”

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

“RFP # 325.05-001-09 COST PROPOSAL COPY”

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

3.2.3. A Proposer must separate, seal, package, and label the documents and discs for delivery as follows.

3.2.3.1. The Technical Proposal original document and copy discs must be placed in a sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 325.05-001-09 TECHNICAL PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

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

“DO NOT OPEN... RFP # 325.05-001-09 COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

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

“RFP # 325.05-001-09 SEALED TECHNICAL PROPOSAL & SEALED COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

- 3.2.4. A Proposer must ensure that the State receives a proposal in response to this RFP no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address.

Robert Angle
Tennessee Department of Agriculture
Moss Building Annex
440 Hogan Road
Nashville, TN 37220

3.3. Proposal & Proposer Prohibitions

- 3.3.1. A proposal must not include the Proposer’s own contract terms and conditions. If a proposal contains such terms and conditions, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.2. A proposal must not restrict the rights of the State or otherwise qualify either the offer to deliver services as required by this RFP or the Cost Proposal. If a proposal restricts the rights of the State or otherwise qualifies either the offer to deliver services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.3. A proposal must not propose alternate services (*i.e.*, offer services different from those requested and required by this RFP). The State will consider a proposal of alternate services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must not result from any collusion between Proposers. The State will reject any Cost Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, the State will consider any such actions to be grounds for proposal rejection or contract termination.
- 3.3.5. A Proposer must not provide, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect. If the State determines that a Proposer has provided such incorrect information, the State will deem the Proposer’s proposal non-responsive and reject it.
- 3.3.6. A Proposer must not submit more than one Technical Proposal and one Cost Proposal in response to this RFP. If a Proposer submits more than one Technical Proposal or more than one Cost Proposal, the State will deem all of the proposals non-responsive and reject them.
- 3.3.7. A Proposer must not submit a proposal as a prime contractor while also permitting one or more other Proposers to offer the Proposer as a subcontractor in their own proposals. Such may result in the disqualification of all Proposers knowingly involved. This restriction does not, however, prohibit different Proposers from offering the same subcontractor as a part of their proposals (provided that the subcontractor does not also submit a proposal as a prime contractor).
- 3.3.8. A Proposer must not be (and the State will not award a contract to):
- a. an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;
 - b. a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an

employee or official of the State of Tennessee (this will not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);

- c. a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- d. any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services (such person or entity being deemed by the State as having information that would afford an unfair advantage over other Proposers).

For the purposes of applying the requirements of this RFP subsection 3.3.8., the State will deem an individual to be an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.

3.4. **Proposal Errors & Revisions**

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

3.5. **Proposal Withdrawal**

A Proposer may withdraw a submitted proposal at any time before the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Proposer representative. After withdrawing a proposal, a Proposer may submit another proposal at any time before the Proposal Deadline.

3.6. **Proposal of Additional Services**

If a proposal offers 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 Proposer must not propose any additional cost amount(s) or rate(s) for additional services. Regardless of any additional services offered in a proposal, the Proposer'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 Proposer fails to submit a Cost Proposal exactly as required, the State will deem the proposal non-responsive and reject it.

3.7. **Proposal Preparation Costs**

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

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State reserves the right to amend this RFP at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential proposers to meet the proposal deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential proposers who submitted a Notice of Intent to Propose (refer to RFP Section 1.8.). A proposal must respond, as required, to the final RFP (including its attachments) as may be amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel 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 proposals.

4.3.2. The State may deem as non-responsive and reject any proposal 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, a proposal's minor variances from full compliance with this RFP. If the State waives variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such, 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 Proposer intends to use subcontractors, the proposal in 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 proposal in 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. The Contractor resulting from this RFP may only substitute another subcontractor for a proposed 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 Contractor resulting from this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel

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 service 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

At any time, the State may require the Contractor resulting from this RFP to provide a valid, Certificate of

Insurance indicating current insurance coverage meeting minimum requirements as may be specified by this RFP. A failure to provide said documentation will be considered a material breach and grounds for contract termination.

4.7. **Licensure**

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the State as a part of a proposal in 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 Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Proposer to submit evidence of proper licensure.

4.8. **Disclosure of Proposal Contents**

- 4.8.1. Each proposal and all materials submitted to the State in response to this RFP become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal 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 proposal information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Proposers submitting timely proposals may be available to the public, upon request, after technical proposals are opened.
- 4.8.3. Upon completion of proposal evaluations, indicated by public release of an Evaluation Notice, the proposals and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.9. **Contract Approval and Contract Payments**

- 4.9.1. 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 Proposer with the apparent best-evaluated proposal or any other Proposer. 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.
- 4.9.2. 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.
 - 4.9.2.1. 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 work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the Contract start date or after the Contract end date.
 - 4.9.2.2. 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).
 - 4.9.2.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of services or items to be delivered to the State 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 such provisions, any amount(s) which it determines did not result from a reasonably competitive purchase or do not represent reasonable, necessary, and actual costs.

4.10. Contractor Performance

The Contractor resulting from this RFP will be responsible for the completion of all service set out in this RFP (including attachments) as may be amended. All service is subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that service is progressing and being performed in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. Contract Amendment

During the course of a Contract pursuant to this RFP, the State may request the Contractor to perform additional work within the general scope of the Contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional work. The Contractor must respond to the State with a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such agreement must be effected by means of a Contract Amendment. Further, any such amendment requiring additional work 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 and rules of the State of Tennessee. The Contractor must not commence additional work 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 Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

5. PROPOSAL EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

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

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	25
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	45
Cost Proposal (refer to RFP Attachment 6.3.)	30

5.2. Evaluation Process

The proposal evaluation process is designed to award the contract resulting from this RFP not necessarily to the Proposer offering the lowest cost, but rather to the responsive and responsible Proposer offering the best combination of attributes based upon the evaluation criteria. (“Responsive Proposer” is defined as a Proposer that has submitted a proposal that conforms in all material respects to the RFP. “Responsible Proposer” is defined as a Proposer 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 Proposal Evaluation.** The RFP Coordinator and the Proposal Evaluation Team (consisting of three or more State employees) will use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

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

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

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

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Proposal (that appears responsive to the RFP) against the evaluation criteria in this RFP, rather than against other proposals and will score each in accordance with the RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and Section C.

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

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

5.2.2. **Cost Proposal Evaluation.** The RFP Coordinator will open for evaluation the Cost Proposal of each apparently responsive and responsible Proposer that the Proposal Evaluation Team has effectively recommended for potential contract award and will calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

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

5.3. Contract Award Process

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

5.3.2. The procuring agency head will determine the apparent best-evaluated proposal. (To effect a contract award to a Proposer other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Commissioner of Finance and Administration and the Comptroller of the Treasury.)

5.3.3. The State reserves the right to make an award without further discussion of any proposal.

5.3.4. The State will issue an Evaluation Notice identifying the apparent best-evaluated proposal 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 Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.

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

5.3.6. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

- 5.3.7. If the State determines that a proposal is non-responsive and rejects it after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated proposal.

RFP # 325.05-001-09 PROPOSAL STATEMENT OF CERTIFICATIONS AND ASSURANCES

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

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

1. The Proposer will comply with all of the provisions and requirements of the RFP.
2. The Proposer will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma Contract* for the total contract period.
3. The Proposer accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma Contract*.
4. The Proposer 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 Proposer 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 proposal submitted in response to the RFP is accurate.
7. The proposal submitted in response to the 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 Proposer in connection with the RFP or any resulting contract.
9. Both the Technical Proposal and the Cost Proposal submitted in response to the RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

By signing this Proposal 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 Proposer (if an individual) or the Proposer's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the proposing entity.

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

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

PROPOSER LEGAL ENTITY NAME:

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN):

TECHNICAL PROPOSAL & EVALUATION GUIDE

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

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

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Proposal must be delivered to the State no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Proposal must NOT contain cost or pricing information of any type.	
		The Technical Proposal must NOT contain any restrictions of the rights of the State or other qualification of the proposal.	
		A Proposer must NOT submit alternate proposals.	
		A Proposer must NOT submit multiple proposals in different forms (as a prime and a sub-contractor).	
	A.1.	Provide the Proposal Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Proposer 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 Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Proposer's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide EITHER : (a) an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.); OR (b) a Dun & Bradstreet short-form report, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer.	

RFP ATTACHMENT 6.2. — SECTION A (continued)

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

RFP ATTACHMENT 6.2. — SECTION B

TECHNICAL PROPOSAL & EVALUATION GUIDE

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

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the proposal.
	B.2.	Describe the Proposer's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company).
	B.3.	Detail the number of years the Proposer has been in business.
	B.4.	Briefly describe how long the Proposer has been performing the services required by this RFP.
	B.5.	Describe the Proposer's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer within the last ten years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Proposer or, to the Proposer's knowledge, any of the Proposer's employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Proposer that the Proposer 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 Proposer'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 Proposer's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Proposer. 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 Proposer's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.

RFP ATTACHMENT 6.2. — SECTION B (continued)

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.11.	Provide a brief, descriptive statement detailing evidence of the Proposer's ability to deliver the 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 accomplish the work required by this RFP, illustrating the lines of authority, and designating the individual responsible for the completion of each service component and deliverable of the RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Proposer will assign to perform duties or services required by this RFP along with the estimated number of hours that each individual will work 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 Proposer, and employment history.
	B.14.	Provide a statement of whether the Proposer intends to use subcontractors to accomplish the work required by this RFP, and if so, detail: <ul style="list-style-type: none"> (a) the names and mailing addresses of the subcontractors; (b) a description of the scope and portions of the work 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 Proposer's response to this RFP.
	B.15.	Provide documentation of the Proposer's commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail <u>all</u> of the following: <ul style="list-style-type: none"> (a) a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability and small business enterprises; (b) a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a disability and small business enterprises, including the following information: <ul style="list-style-type: none"> (i) contract description and total value (ii) contractor name and ownership characteristics (i.e., ethnicity, sex, disability) (iii) contractor contact and telephone number; (c) an estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: <ul style="list-style-type: none"> (i) participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics — PERCENTAGES ONLY — DO NOT INCLUDE DOLLAR AMOUNTS) (ii) descriptions of anticipated contracts (iii) names and ownership characteristics (i.e., ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated; and (d) the percent of the Proposer's total current employees by ethnicity, sex, and disability. <p>NOTE: Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a disability and small business enterprises and that offers a diverse workforce to meet service needs.</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.16.	<p>Provide a statement of whether or not the Proposer has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous 5-year period. If so, provide the following information for all of the current and completed contracts:</p> <ul style="list-style-type: none"> (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract term; and (e) the contract number. <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	<p>Provide customer references from individuals (who are <u>not</u> current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> ▪ three (3) of the larger accounts currently serviced by the Proposer, <u>and</u> ▪ two (2) completed projects. <p>All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which <u>must</u> be used and completed as required, is detailed at RFP Attachment 6.4. References that are not completed as required will be considered non-responsive and will not be considered.</p> <p>The Proposer will be <u>solely</u> responsible for obtaining the fully completed reference questionnaires, and for including them within the Proposer's sealed Technical Proposal. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below.</p> <ul style="list-style-type: none"> (a) "Customize" the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Proposer's name, and make exact duplicates for completion by references. (b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope. (c) Instruct the person that will provide a reference for the Proposer to: <ul style="list-style-type: none"> (i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using an exact duplicate of the document); (ii) sign <u>and</u> 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 containing the completed reference questionnaire directly to the Proposer (the Proposer may wish to give each reference a deadline, such that the Proposer will be able to collect all required references in time to include them within the sealed Technical Proposal). (d) <u>Do NOT open the sealed references upon receipt.</u> (e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Proposal as required. <p>NOTES:</p> <ul style="list-style-type: none"> ▪ The State will not accept late references or references submitted by any means other than that

RFP ATTACHMENT 6.2. — SECTION B (continued)

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>which is described above, and each reference questionnaire submitted must be completed as required.</p> <ul style="list-style-type: none"> ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Proposal package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under <u>no</u> obligation to clarify any reference information.
	B.18.	Provide a statement as to any testing and reporting inaccuracies that have been uncovered during that past two (2) years at laboratories operated by the Proposer. The statement of inaccuracies shall not be limited to official exchange group data, but should also include any issues that have emerged between the organization and clients.
		SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): <i>(maximum possible score = 25)</i>
<i>State Use – Evaluator Identification:</i>		

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Proposer must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal 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 proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

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

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

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Score	Item Weight	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Proposer's understanding of the State's requirements and project schedule.		10	
	C.2.	Provide a narrative that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		10	
	C.3.	Provide a narrative that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule. Emphasize strategies for consistently meeting turnaround time on all samples submitted, including data entry of results and submission of a Certificates of Analysis.		20	
	C.4.	Provide a layout print of the proposed laboratory(s) that will provide the testing services. Detail the square feet of each facility and the date that the facility was placed into service. Indicate dates of any MAJOR renovations that the facility has undergone. Indicate certifications held by the laboratory.		20	
	C.5.	Provide a complete list of applicable laboratory instrumentation in each laboratory that will be used to deliver the testing requirements of this project. Detail the make, model number, year manufactured, and ASTM test method that the equipment complies with. For equipment know to have exceptionally long lives, e.g. antiknock engines, list the date last overhauled. If the proposer will be purchasing equipment to meet the requirement of this project, indicate the equipment make and model numbers to be ordered, the ASTM methods that the equipment will comply with, and date that the equipment can be placed in service.		15	
	C.6.	Indicate all sample exchange groups in which each laboratory being proposed for this project is currently a participant. Provide a summary of exchange data for the past two (2) years for the laboratory(s) being proposed to fulfill the testing requirements for this project. The exchange data must be from a recognized national or regional group, or ASTM Interlaboratory Crosscheck Program.		10	

RFP ATTACHMENT 6.2. — SECTION C (continued)

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Score	Item Weight	Raw Weighted Score
	C.7.	Indicate quality control procedures, in addition to exchange group participation, that the Proposer has in place to ensure that all results reported are accurate. Discuss equipment maintenance schedules, frequency that each instrument is verified via standard reference materials, source of standard reference materials used in the laboratory, and other details of the quality control program. Identify the person(s) in each laboratory proposed for this project that are designated as QC coordinator and the experience and qualifications that they possess that qualify them as QC coordinators.		15	
<i>The RFP 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>
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum Possible Raw Weighted Score}}$ <i>(i.e., 5 x the sum of item weights above)</i>		X 45 <i>(maximum possible score)</i>	= SCORE:		
<i>State Use – Evaluator Identification:</i>					
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>					

PROPOSER LEGAL ENTITY NAME:					
Cost Item Description			Proposed Cost Per Sample	Weight*	Cost
Diesel					
<u>Test Description</u>					
Distillation	(all points)	ASTM D 86	\$ _____		
Flash Point		ASTM D 93	\$ _____		
Sulfur		ASTM D 5453	\$ _____		
Cetane Number*		ASTM D 613 / D 6890	\$ _____		
Cetane Index		ASTM D 4737	\$ _____		
Water & Sediment		ASTM D 2709	\$ _____		
Relative Density (Report as Required for Other Tests)		ASTM D 1298 / D 4052	\$ _____		
Biodiesel (FAME) Content		ASTM D 7371	\$ _____		
Cold Temperature Opearbility		ASTM D 2500 / D 4539	\$ _____		
* TOTAL Slate Price per Pro Forma section A.3.b. requirements - Diesel			\$ _____	X 1500	\$ _____
Total may be less than the sum of the above tests					
Kerosene / Fuel Oils					
<u>Test Description</u>					
Distillation	(all points)	ASTM D 86	\$ _____		
Sulfur		ASTM D 5453	\$ _____		
Flash Point		ASTM D 56	\$ _____		
Water & Sediment		ASTM D 2709	\$ _____		
Saybolt Color, Kerosene Only		ASTM D 156	\$ _____		
* TOTAL Slate Price per Pro Forma section A.3.c. requirements - Kerosene			\$ _____	X 500	\$ _____
Total may be less than the sum of the above tests					
Aviation Turbine Fuel					
<u>Test Description</u>					
Distillation	(all points)	ASTM D 86	\$ _____		
Flash Point		ASTM D 56	\$ _____		
Freeze Point		ASTM D 2386	\$ _____		
Microseparometer, Rating		ASTM D 3948	\$ _____		
Density		ASTM D 1298/ D 4092	\$ _____		
* TOTAL Slate Price per Pro Forma section A.3.d. requirements - Aviation Turbine Fuel			\$ _____	X 50	\$ _____
Total may be less than the sum of the above tests					

PROPOSER LEGAL ENTITY NAME:				
Cost Item Description		Proposed Cost Per Sample	Weight*	Cost
Aviation Gasoline				
<u>Test Description</u>				
Knock Value, lean mixture	ASTM D 2700	\$ _____		
Distillation (all points)	ASTM D 86	\$ _____		
Vapor Pressure	ASTM D 5191	\$ _____		
Water Reaction	ASTM D 1094	\$ _____		
* TOTAL Slate Price per Pro Forma section A.3.e. requirements – Aviation Gasoline		\$ _____	X 50	\$ _____
Total may be less than the sum of the above tests				
Liquefied Petroleum Gas				
<u>Test Description</u>				
Compositional Analysis	ASTM D 2163	\$ _____		
Sulfur	ASTM D 2784	\$ _____		
Relative Density (calculated from D 2163 data)	ASTM D 2598	\$ _____		
Vapor Pressure (calculated from D 2163 data)	ASTM D 2598	\$ _____		
Moisture Content	ASTM D 2713	\$ _____		
* TOTAL Slate Price per Pro Forma section A.3.f. requirements – Liquefied Petroleum Gas		\$ _____	X10	\$ _____
Total may be less than the sum of the above tests				

PROPOSER LEGAL ENTITY NAME:				
Cost Item Description		Proposed Cost Per Sample	Weight*	Cost
Biodiesel Blending Stock				
<u>Test Description</u>				
Metals (Ca, Mg, Na, K)	EN 14538	\$ _____		
Flash Point	ASTM D 93	\$ _____		
Methanol Content	EN 14140	\$ _____		
Water & Sediment	ASTM D 2709	\$ _____		
Kinematic viscosity	ASTM D 445	\$ _____		
Sulfated Ash	ASTM D 874	\$ _____		
Sulfur	ASTM D 5453	\$ _____		
Cu Strip Corrosion	ASTM D 130	\$ _____		
Cetane No.	ASTM D 613 / D6890	\$ _____		
Carbon Residue	ASTM D 4530	\$ _____		
Acid No.	ASTM D 664	\$ _____		
Cold Soak Filterability	ASTM Main Ballot 08-06 Item 49	\$ _____		
Total & Free Glycerin	ASTM D 6584	\$ _____		
Phosphorus Content	ASTM D 4951	\$ _____		
Distillation Temperature	ASTM D 1160	\$ _____		
Oxidation Stability	EN 15751	\$ _____		
* TOTAL Slate Price per Pro Forma section A.3.g. requirements – Biodiesel Blending Stock		\$ _____	X 100	\$ _____
Total may be less than the sum of the above tests				

RFP ATTACHMENT 6.3. (continued)

PROPOSER LEGAL ENTITY NAME:				
Cost Item Description		Proposed Cost Per Sample	Weight*	Cost
Biodiesel Blends				
<u>Test Description</u>				
Distillation (all points)	ASTM D 86	\$ _____		
Flash Point	ASTM D 93	\$ _____		
Sulfur	ASTM D 5453	\$ _____		
Cetane Number	ASTM D 613 / D 6890	\$ _____		
Cetane Index	ASTM D 4737	\$ _____		
Water & Sediment	ASTM D 2709	\$ _____		
Relative Density (Report as Required for Other Tests)	ASTM D 1298 / D 4052	\$ _____		
Biodiesel (FAME) Content	ASTM D 7371	\$ _____		
Cold Temperature Operability	ASTM D 2500 / D 4539	\$ _____		
Acid No.	ASTM D 664	\$ _____		
Oxidation Stability	EN 15751	\$ _____		
* TOTAL Slate Price per Pro Forma section A.3.h. requirements – Biodiesel Blends		\$ _____	X 100	\$ _____
Total may be less than the sum of the above tests				
Fuel Ethanol (Ed75-Ed85)				
<u>Test Description</u>				
Ethanol & Methanol Content	ASTM D 5501	\$ _____		
Aliphatic ethers, MeOH and C3-8 alcohols	ASTM D 4815	\$ _____		
Vapor Pressure	ASTM D 5191	\$ _____		
Sulfur	ASTM D 5453	\$ _____		
Acidity	ASTM D 1613	\$ _____		
Gum, Washed & Unwashed	ASTM D 381	\$ _____		
pH _e	ASMT D 6423	\$ _____		
Inorganic Chloride	ASTM D 7328	\$ _____		
Copper	ASTM D 1688 modified per ASTM D 4806	\$ _____		
Water	ASTM E 203	\$ _____		
Visual Appearance	ASTM D 5798	\$ _____		
* TOTAL Slate Price per Pro Forma section A.3.i. requirements – Fuel Ethanol		\$ _____	X 120	\$ _____
Total may be less than the sum of the above tests				

RFP ATTACHMENT 6.3. (continued)

PROPOSER LEGAL ENTITY NAME:				
Cost Item Description	Proposed Cost Per Sample	Weight*	Cost	
Denatured Fuel Ethanol				
<u>Test Description</u>				
Ethanol & Methanol Content	ASTM D 5501		\$ _____	
Gum, Washed & Unwashed	ASTM D 381		\$ _____	
Water	ASTM E 203		\$ _____	
Inorganic Chloride & Sulfate	ASTM D 7328		\$ _____	
Copper	ASTM D 1688 modified per ASTM D 4806		\$ _____	
Acidity	ASTM D 1613		\$ _____	
pH _e	ASMT D 6423		\$ _____	
Sulfur	ASTM D 5453		\$ _____	
Sulfate	ASTM D 7328		\$ _____	
Visual Appearance	ASTM D 4806		\$ _____	
* TOTAL Slate Price per Pro Forma section A.3.j. requirements – Denatured Fuel Ethanol			100	\$ _____
Total may be less than the sum of the above tests				
This Is The Estimated Volume To Be Used in Calculating Cost Proposal Score				
<i>The RFP Coordinator will use this sum and the formula below to calculate the COST PROPOSAL SCORE. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>			Evaluation Cost Amount: <i>(sum of all annual cost amounts above)</i>	
<u>Lowest Evaluation Cost Amount from <u>all</u> Proposals</u>			= SCORE:	
Evaluation Cost Amount Being evaluated			X 30 <i>(maximum section score)</i>	
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>				

REFERENCE QUESTIONNAIRE

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

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

RFP # 325.05-001-09 PROPOSAL REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: PROPOSER NAME (completed by proposer before reference is requested)

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

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

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

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

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

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

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

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

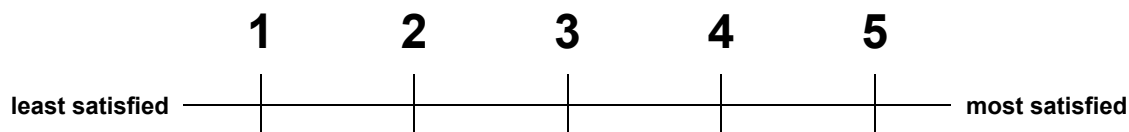
Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

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

- (5) If the services that the reference subject provided to your company or organization are completed, were the services completed in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (6) If the reference subject is still providing services to your company or organization, are these services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?
- (8) In what areas of service delivery does /did the reference subject excel?
- (9) In what areas of service delivery does /did the reference subject fall short?
- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

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



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

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

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

	1	2	3	4	5	
least satisfied						most satisfied

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

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

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

	1	2	3	4	5	
least satisfied						most satisfied

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

REFERENCE SIGNATURE:

(by the individual completing this request for reference information)

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

DATE:

PROPOSAL SCORE SUMMARY MATRIX

	<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 25)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 45)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 30)	SCORE:		SCORE:		SCORE:	
TOTAL PROPOSAL EVALUATION SCORE: (maximum: 100)						

RFP Coordinator Signature, Printed Name & Date:

RFP # 325.05-001-09 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
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF AGRICULTURE
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of Agriculture, hereinafter referred to as the "State" and CONTRACTOR LEGAL ENTITY NAME, hereinafter referred to as the "Contractor," is for the provision of laboratory analysis of engine fuels and heating fuels, reporting of results, and associated support, as further defined in the "SCOPE OF SERVICES."

The Contractor is A/AN INDIVIDUAL, FOR-PROFIT CORPORATION, NON-PROFIT CORPORATION, SPECIAL PURPOSE CORPORATION OR ASSOCIATION, PARTNERSHIP, JOINT VENTURE, OR LIMITED LIABILITY COMPANY.

Contractor Federal Employer Identification or Social Security Number: ID NUMBER

Contractor Place of Incorporation or Organization: LOCATION

A. SCOPE OF SERVICES:

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

A.2. Laboratory Analysis – Volume of Samples

The Contractor shall provide laboratory quality analysis for approximately eight thousand, two hundred fifty (8250) petroleum product samples per year throughout the duration of the contract period.

The product types and number of each to be submitted annually is approximately:

Gasoline/Gasoline Oxygenate Blends	5520
Diesel	1500
Biodiesel Blends	300
Kerosene/Fuel Oils	500
Aviation Gasoline/Aviation Turbine Fuel	100
Biodiesel Blending Stock	100
Denatured Fuel Ethanol	100
E85 Fuel Ethanol	120
Liquefied Petroleum Gas	10

It shall be noted that the quantities stated above are an approximation.

A.3. Laboratory Analysis – Testing Scope Requirements

The following shall outline the requirements of the routine analytical scope of tests that shall be performed on each product sample submitted by the State unless otherwise requested, with exceptions as noted. The Contractor shall adhere to the most recently published edition of each test method, unless otherwise specified by the State.

a. The requirements for laboratory analysis of gasoline and gasoline oxygenate blends shall be as follows:

Gasoline and Gasoline Oxygenate Blends
Research Octane Number

Test Method
ASTM D 2699

Motor Octane Number	ASTM D 2700
Antiknock Index	R+M/2
Phase Separation/Workmanship	ASTM D 4814
Distillation (all points)	ASTM D 86
Oxygenated Compounds (Individual Vol % and total mass % oxygen)	ASTM D 4815
Vapor Pressure	ASTM D 5191
Vapor – Liquid Ratio Temperature	ASTM D 5188
Drivability Index	ASTM D 4814
Relative Density (Report as Required for Other Tests)	ASTM D 1298 / ASTM D 4052

- b. The requirements for laboratory analysis of diesel fuel shall be as follows

<u>Diesel</u>	<u>Test Method</u>
Distillation (all points)	ASTM D 86
Flash Point	ASTM D 93
Sulfur	ASTM D 5453
Cetane Number*	ASTM D 613 / ASTM D 6890
Cetane Index	ASTM D 4737
Water & Sediment	ASTM D 2709
Relative Density (Report as Required for Other Tests)	ASTM D 1298 / ASTM D 4052
Biodiesel (FAME) Content**	ASTM D 7371
Cold Temperature Operability***	ASTM D 2500 / ASTM D 4539

*Cetane number shall be reported on all samples other than those coded as both 'routine', 'retail'. Additionally, Cetane Number shall be reported on all diesel samples where the Cetane Index calculation is less than or equal to 43 and on any sample certified or otherwise required to meet a minimum cetane number above 40. If D 6890 is used to perform this test, and a sample test result is below 40, then D 613 must be performed to validate the final result.

**Perform biodiesel content testing on: (1) diesel samples identified on the inspection form as containing five percent (5 %) or less biodiesel and; (2) five percent (5%) of all diesel samples submitted.

***Cold temperature operability shall be performed on samples collected Oct – March when biodiesel is detected through test method D 7371. Both D 2500 and D 4539 tests shall be performed.

- c. The requirements for laboratory analysis of kerosene and fuel oils shall be as follows:

<u>Kerosene / Fuel Oils</u>	<u>Test Method</u>
Distillation (all points)	ASTM D 86
Sulfur	ASTM D 5453
Flash Point	ASTM D 56
Water & Sediment	ASTM D 2709
Saybolt Color (Kerosene Only)	ASTM D 156

- d. The requirements for laboratory analysis of aviation turbine fuel shall be as follows:

<u>Aviation Turbine Fuel</u>	<u>Test Method</u>
Distillation (all points)	ASTM D 86

Flash Point	ASTM D 56
Freeze Point	ASTM D 2386
Microseparator, Rating	ASTM D 3948
Density	ASTM D 1298/ / ASTM D 4092

- e. The requirements for laboratory analysis of aviation gasoline shall be as follows:

<u>Aviation Gasoline</u>	<u>Test Method</u>
Knock Value, lean mixture	ASTM D 2700
Distillation (all points)	ASTM D 86
Vapor Pressure	ASTM D 5191
Water Reaction	ASTM D 1094

- f. The requirements for laboratory analysis of liquefied petroleum gas shall be as follows:

<u>LPG</u>	<u>Test Method</u>
Compositional Analysis	ASTM D 2163
Sulfur	ASTM D 2784
Relative Density (calculated from D 2163 data)	ASTM D 2598
Vapor Pressure (calculated from D 2163 data)	ASTM D 2598
Moisture Content	ASTM D 2713

- g. The requirements for laboratory analysis of biodiesel blending stock shall be as follows:

<u>Biodiesel</u>	<u>Test Method</u>
Calcium and Magnesium	EN 14538
Flash Point	ASTM D 93
Methanol Content*	EN 14140
Water & Sediment	ASTM D 2709
Kinematic viscosity	ASTM D 445
Sulfated Ash	ASTM D 874
Sulfur	ASTM D 5453
Cu Strip Corrosion	ASTM D 130
Cetane No.**	ASTM D 613 / ASTM D 6890
Carbon Residue	ASTM D 4530
Acid No.	ASTM D 664
Cold Soak Filterability	ASTM Main Ballot 08-06 - Item 49
Total & Free Glycerin	ASTM D 6584
Phosphorus Content	ASTM D 4951
Distillation Temperature	ASTM D 1160
Sodium and Potassium	EN 14538
Oxidation Stability	EN 15751

* Methanol Content will be reported on samples with flash points above 93° C and below 130° C.

** If D 6890 is used to perform this test, and a sample test result is below 47, then D 613 must be reported to validate the final result.

- h. The requirements for laboratory analysis of biodiesel blends shall be as follows:

<u>Biodiesel Blends</u>	<u>Test Method</u>
Distillation (all points)	ASTM D 86
Flash Point	ASTM D 93
Sulfur	ASTM D 5453
Cetane Number*	ASTM D 613 / ASTM D 6890
Cetane Index	ASTM D 4737
Water & Sediment	ASTM D 2709
Relative Density (Report as Required for Other Tests)	ASTM D 1298 / ASTM D 4052
Biodiesel (FAME) Content	ASTM D 7371
Cold Temperature Operability**	ASTM D 2500 / ASTM D 4539
Acid No.	ASTM D 664
Oxidation Stability	EN 15751

*Cetane number shall be reported on all samples other than those coded as both 'routine', 'retail'. Additionally, Cetane Number shall be reported on all diesel samples where the Cetane Index calculation is less than or equal to 43 and on any sample certified or otherwise required to meet a minimum cetane number above 40. If D 6890 is used to perform this test, and a sample test result is below 40, then D 613 must be reported to validate the final result.

**Cold temperature operability shall be performed on samples collected Oct – March when biodiesel is detected through test method D 7371. Both D 2500 and D 4539 tests shall be reported.

- i. The requirements for laboratory analysis of fuel ethanol (Ed75-85) shall be as follows:

<u>Fuel Ethanol (Ed75-Ed85)</u>	<u>Test Method</u>
Ethanol & Methanol Content	ASTM D 5501
Aliphatic ethers, methanol and C3-8 alcohols	ASTM D 4815
Vapor Pressure	ASTM D 5191
Sulfur	ASTM D 5453
Acidity	ASTM D 1613
Gum, Washed & Unwashed	ASTM D 381
pH _e	ASMT D 6423
Inorganic Chloride	ASTM D 7328
Copper	ASTM D 1688*
Water	ASTM E 203
Visual Appearance	ASTM D 5798

*Modified per ASTM D 4806.

- j. The requirements for laboratory analysis of denatured fuel ethanol shall be as follows:

<u>Denatured Fuel Ethanol</u>	<u>Test Method</u>
Ethanol & Methanol Content	ASTM D 5501
Gum, Washed & Unwashed	ASTM D 381
Water	ASTM E 203
Inorganic Chloride & Sulfate	ASTM D 7328
Copper	ASTM D 1688*
Acidity	ASTM D 1613
pH _e	ASMT D 6423
Sulfur	ASTM D 5453

Sulfate
Visual Appearance

ASTM D 7328
ASTM D 4806

*Modified per ASTM D 4806.

A.4. Laboratory Facilities and Performance

The Contractor shall accurately perform all testing at a laboratory facility agreed upon by the State. At any time during the contract period, the State may request the Contractor to obtain current inspection data that provides confirmation that the facility is in compliance with any and all regulatory safety and health requirements and provide such inspection data to the State, provided that the information is not requested more than once annually. If an existing laboratory is proposed, the laboratory shall be accredited through an ISO 9000 certification program. Any new laboratories must be certified within a timeframe mutually agreed upon between the State and the Contractor.

A.5. Laboratory Appearance

The Contractor shall be responsible for maintaining the laboratory in a clean and suitable condition.

A.6. Laboratory Testing Equipment

The Contractor shall be responsible for equipping the laboratory with modern test equipment that complies with the specified test methods and be able to demonstrate the capability of meeting both repeatability and reproducibility of each applicable test method.

A.7. Shipping of Samples to Third Party Laboratory

The Contractor shall be responsible for shipping, from time to time as requested by the state, samples identified by the state, to a third party laboratory as a means of performance verification.

A.8. State Owned Equipment

The State shall provide the Contractor with a Low Temperature Flow Test unit that complies with ASTM D 4539. The unit shall only be used for samples as authorized by the State and will not be available for commercial use by the Contractor. The Contractor shall use this test equipment to meet the LTFT Cold Flow testing requirements as outlined in A.3.b. and A.3.h. The State shall be responsible for the cost of replacement parts and major maintenance. The Contractor shall be responsible for proper operation, routine maintenance of the unit and provide standard consumables necessary for continuous operation of the equipment.

A.9. Laboratory Inspection and Audits

The State shall be granted access to the laboratory facility during normal business hours in order to inspect, audit, or otherwise confirm that the laboratory is operating under satisfactory standards and adequately performing the duties of this contract

A.10. Laboratory Operation Hours

The Contractor shall maintain functional laboratory hours necessary to comply with the requirements of this contract. In addition, in order to ensure availability of information to the State, the Contractor shall designate an individual that shall be the primary contact between the State and the Contractor's Laboratory. This individual shall be the laboratory or administrative manager for the Contractor's Laboratory. The Contractor's primary contact shall routinely be

available, for consultation on matters directly related to this contract, between the hours of 8:00 am and 4:30pm (local time) each Monday through Friday, excluding holidays.

A.11. Round Robin Participation

The Contractor shall maintain an active status in at least two (2) regional exchange groups recognized and accepted by the engine fuels industry. Additionally, the contractor shall participate in the following ASTM Interlaboratory Crosscheck Programs: Reformulated Gasoline; Biodiesel; Fuel Ethanol. The Contractor shall provide the State with all results of exchange samples within seven (7) days after the Contractor receives the statistical data from the exchange group statistician for each sample tested. In the event that the Contractor's data is deemed an outlier, a written investigative summary outlining the cause of the rejected data and corrective measures being taken to prevent a reoccurrence of outlier data shall be provided to the State within fourteen (14) days of the Contractor's receipt of the exchange data. The report must be conclusive and clearly state the corrective measures being taken by the Contractor.

A.12. Delivery of Samples to Contractor

The State shall deliver sample sets to the Contractor laboratory if the laboratory is operating within the Metropolitan Nashville area. Samples will be delivered directly to the local laboratory a minimum of two (2) days per week and up to (5) days per week, unless holidays or unusual circumstances prevent the normal delivery of samples. The laboratory must maintain flexible hours that will ensure a laboratory representative is on duty and available to receive the samples. The samples will be inspected and logged into the laboratory at the time of delivery for purposes of chain of custody documentation.

If the Contractor performs services outside the Nashville Metropolitan area, the Contractor shall be responsible for all sample shipping details, including packing samples and associated paperwork. The state will provide sample sets a minimum of two (2) days per week and up to four (4) days per week for pick-up at Ellington Agricultural Center or other mutually agreeable sites at a mutually agreeable time, unless holidays or unusual circumstances prevent the normal delivery of samples. The Contractor shall be responsible for ensuring that the legal chain of custody is preserved on all shipped samples, whether to a contractor's laboratory or to an approved sub-contractor, and that they are shipped in a timely manner that will allow the Contractor to meet the turnaround requirements of A.9.

A.13. Reporting of Results

The Contractor shall report to the State, via electronic data capture in an SQL compatible format acceptable to the state, the accurate analytical results for each sample submitted by the State within seventy-two (72) hours after the sample has been released to the Contractor. Accurate reporting is defined by the reproducibility and repeatability detailed within each prescribed test method. A sample shall be considered released to the Contractor after delivery to the laboratory operating in the Nashville Metropolitan area, or delivered to any Contractor representative designated to coordinate shipment of samples to a laboratory outside the Nashville Metropolitan area. The Contractor is responsible for all data entry into the state's computer system through a VPN connection provided by the State.

Certified test results via a Certificate of Analysis endorsed by the laboratory manager, assistant manager, or supervising chemist shall be provided within one-hundred twenty (120) hours after the samples have been released to the Contractor. In addition, the state shall be contacted by either telephone or e-mail immediately upon the determination that a sample test parameter has failed any state standard. A facsimile of the laboratory worksheet or an e-mail transmission of the work sheet data shall be sent to the State's program administrator verifying the sample

identification number, test values, and any other useful information in confirming the sample in question.

The Contractor shall be responsible for evaluating the test results obtained on each sample against product specifications adopted as state standards. Each Certificate of Analysis shall indicate the compliance status of each specification parameter in a format dictated by the data management software supplied by the State. Any parameter result reported that will result in a non-compliant sample will be tested a minimum of two (2) times for the parameter in question before the results are reported to the State.

A.14. Data Capture

All Data from the "Sample Report Form" as completed by the State inspectors upon collection of a sample shall electronically captured and supplied to the State in an SQL compatible format acceptable to the State. The data shall be supplied in a timely and accurate manner as to allow the Contractor to meet the requirements of A.13. Reporting of Results.

A.15. Sampling Materials

The Contractor shall supply all equipment needed to perform sampling of engine fuel and heating fuel products for each of approximately twenty-five (25) State inspectors. Minimum equipment shall include sample containers appropriate for sampling from fuel dispensing nozzles, bottles for sampling from terminal shore tanks, bottle catchers as needed, aluminum bottle carriers, rope, caps, inner seals, sample tags with attachment ties, sample integrity seals, and any other equipment and supplies mandatory for proper sampling and chain of custody preservation. All equipment and supplies must meet ASTM D 4057, ASTM D 5842, and United States Environmental Protection Agency specifications. The contractor shall be responsible for the proper disposition of any disposable items, such as cans or bottles, after the value of such items are depleted. Sampling equipment that can affect the sample results must be cleaned by a process approved by the State, if the equipment is to be used more than once. All reusable sampling equipment becomes property of the State upon termination of this contract.

A.16. Retention of Samples and Sample Retain Disposition

All samples shall be retained for a minimum of fourteen (14) days after results have been reported to the State. Any samples that fail to comply with state specifications on any test shall be retained until authorization for disposal is granted by the State.

After the sample retention period expires, the Contractor shall: (1) In the event the laboratory operates in the Nashville Metropolitan area, transfer the sample retains in appropriate storage vessels. It shall be the responsibility of the Contractor to maintain the storage vessels in a clean condition. Means shall be provided for dispensing the product into State operated vehicles. The pump shall include a water soluble filter that will prevent dispensing of contaminated fuel. If the contractor fails to adequately protect the fuel and the result is vehicle fuel system failure, the Contractor shall be liable for repair of the state vehicle. Upon the request of a State employee, the Contractor shall dispense product from the storage vessels into the State operated vehicle. The Contractor shall maintain a log of all product transfers into State vehicles. The Contractor shall provide a monthly summary of product inventory and product disposition into State vehicles. (2) Be responsible for proper disposal of the fuel as waste material. (3) Convey the fuel as reprocessing feedstock and monthly subtract the revenue received from such conveyance from the invoice submitted to the State for services rendered. . The State will direct the laboratory as to which of the above options shall be exercised at any time during the contract period.

Options (2) or (3) above will be required if the laboratory operates outside the Nashville Metropolitan area. No employee of the Contractor may use any portion of the samples for their

personal use. However, the Contractor may use the fuel for warm-up and maintenance verification of test equipment, e.g. octane engines.

Upon termination of this agreement, all samples then being retained shall be delivered to such locations as the State may direct, FOB Contractors facility. In the absence of such direction, the Contractor shall dispose of all such samples, regardless of any prior retention policies or instructions

A.17. Witnesses

The Contractor shall make competent, responsible personnel available as necessary to serve as witnesses in connection with legal enforcement action. The Contractor shall provide all witnesses necessary to testify to proper custody transfer and testing. When deemed necessary by the State, the witness shall possess the education, knowledge, and experience necessary to qualify as an "Expert Witness".

A.18. Accuracy of Analytical Results

The Contractor is responsible for reporting accurate results determined by the prescribed test method on each sample submitted for analysis by the State. The Contractor must demonstrate the ability to determine test results that are within the reproducibility and repeatability of each test method prescribed under the scope of this contract. Analytical results reported to the State by the Contractor are deemed to be inaccurate (outside the acceptable reproducibility limits of the applicable test method) when two (2) additional laboratories qualified to test fuel samples, as and when agreed upon by the Contractor and the State, retest any sample in question and validate an accurate result.

B. CONTRACT TERM:

B.1. This Contract shall be effective for the period commencing on July 1, 2009 and ending on June 30, 2011. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon payment rates provided for in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed WRITTEN DOLLAR AMOUNT (\$NUMBER). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

<u>SERVICE UNIT Per Sample Tested,</u>	<u>AMOUNT</u>
Gasoline and Gasoline Oxygenate Blends	
<u>Test Description</u>	
Research Octane Number	ASTM D 2699
	\$ _____ per sample tested
Motor Octane Number	ASTM D 2700
	\$ _____ per sample tested
Antiknock Index	R+M/2
	\$ _____ per sample tested
Phase Separation/Workmanship	ASTM D 4814
	\$ _____ per sample tested
Distillation (all points)	ASTM D 86
	\$ _____ per sample tested
Oxygenated Compounds (Individual vol% and total mass % oxygen)	ASTM D 4815
	\$ _____ per sample tested
Vapor Pressure	ASTM D 5191
	\$ _____ per sample tested
Vapor – Liquid Ratio Temperature	ASTM D 5188
	\$ _____ per sample tested
Drivability Index	ASTM D 4814
	\$ _____ per sample tested
Relative Density (Report as Required for Other Tests)	ASTM D 1298 / ASTM D 4052
	\$ _____ per sample tested
*TOTAL Slate Price per Sec. A.3.a. requirements – Gasoline and Gasoline Oxygenate Blends	\$ _____ per sample tested
*Total may be less than the sum of the above tests	

Diesel Fuel

<u>Test Description</u>	
Distillation (all points)	ASTM D 86
	\$ _____ per sample tested
Flash Point	ASTM D 93
	\$ _____ per

Sulfur	ASTM D 5453	\$ _____ per sample tested
Cetane Number	ASTM D 613 / ASTM D 6890	\$ _____ per sample tested
Cetane Index	ASTM D 4737	\$ _____ per sample tested
Water & Sediment	ASTM D 2709	\$ _____ per sample tested
Relative Density (Report as Required for Other Tests)	ASTM D 1298 / ASTM D 4052	\$ _____ per sample tested
Biodiesel (FAME) Content	ASTM D 7371	\$ _____ per sample tested
Cold Temperature Operability	ASTM D 2500 / ASTM D 4539	\$ _____ per sample tested
*TOTAL Slate Price per Sec. A.3.b. requirements – Diesel Fuel		\$ _____ per sample tested
* Total may be less than the sum of the above tests		

Kerosene / Fuel OilsTest Description

Distillation (all points)	ASTM D 86	\$ _____ per sample tested
Sulfur	ASTM D 5453	\$ _____ per sample tested
Flash Point	ASTM D 56	\$ _____ per sample tested
Water & Sediment	ASTM D 2709	\$ _____ per sample tested
Saybolt Color, Kerosene Only	ASTM D 156	\$ _____ per sample tested
*TOTAL Slate Price per Sec. A.3.c. requirements – Kerosene/Fuel Oils		\$ _____ per sample tested
* Total may be less than the sum of the above tests		

Aviation Turbine Fuel (ATF)Test Description

Distillation (all points)	ASTM D 86	\$ _____ per sample tested
Flash Point	ASTM D 56	\$ _____ per sample tested
Freeze Point	ASTM D 2386	\$ _____ per sample tested
Microseparator, Rating	ASTM D 3948	\$ _____ per sample tested
Density	ASTM D 1298 / ASTM D 4092	\$ _____ per sample tested
*TOTAL Slate Price per Sec. A.3.d. requirements – ATF		\$ _____ per sample tested
* Total may be less than the sum of the above tests		

Aviation GasolineTest Description

Knock Value, lean mixture	ASTM D 2700	\$ _____ per sample tested
Distillation (all points)	ASTM D 86	\$ _____ per sample tested
Vapor Pressure	ASTM D 5191	\$ _____ per sample tested
Water Reaction	ASTM D 1094	\$ _____ per sample tested
*TOTAL Slate Price per Sec. A.3.e. requirements – Av Gas		\$ _____ per sample tested
* Total may be less than the sum of the above tests		

Liquefied Petroleum Gas (LPG)Test Description

Compositional Analysis	ASTM D 2163	\$ _____ per sample tested
Sulfur	ASTM D 2784	\$ _____ per sample tested
Relative Density (calculated from D 2163 data)	ASTM D 2598	\$ _____ per sample tested
Vapor Pressure (calculated from D 2163 data)	ASTM D 2598	\$ _____ per sample tested
Moisture Content	ASTM D 2713	\$ _____ per sample tested
*TOTAL TOTAL Slate Price per Sec. A.3.f. requirements – LPG		\$ _____ per sample tested
* Total may be less than the sum of the above tests		

BiodieselTest Description

Metals (Ca, Mg, Na, K)	EN 14538	\$ _____ per sample tested
Flash Point	ASTM D 93	\$ _____ per sample tested
Methanol Content	EN 14140	\$ _____ per sample tested
Water & Sediment	ASTM D 2709	\$ _____ per sample tested
Kinematic viscosity	ASTM D 445	\$ _____ per sample tested
Sulfated Ash	ASTM D 874	\$ _____ per sample tested
Sulfur	ASTM D 5453	\$ _____ per sample tested
Cu Strip Corrosion	ASTM D 130	\$ _____ per sample tested
Cetane No.	ASTM D 613 / ASTM D6890	\$ _____ per sample tested
Carbon Residue	ASTM D 4530	\$ _____ per sample tested

Acid No.	ASTM D 664	\$ _____ per sample tested
Cold Soak Filterability	ASTM Main Ballot 08-06 Item 49	\$ _____ per sample tested
Total & Free Glycerin	ASTM D 6584	\$ _____ per sample tested
Phosphorus Content	ASTM D 4951	\$ _____ per sample tested
Distillation Temperature	ASTM D 1160	\$ _____ per sample tested
Oxidation Stability	EN 15751	\$ _____ per sample tested
*TOTAL Slate Price per Sec. A.3.g. requirements – Biodiesel		\$ _____ per sample tested
* Total may be less than the sum of the above tests		

Biodiesel BlendsTest Description

Distillation (all points)	ASTM D 86	\$ _____ per sample tested
Flash Point	ASTM D 93	\$ _____ per sample tested
Sulfur	ASTM D 5453	\$ _____ per sample tested
Cetane Number*	ASTM D 613 / ASTM D 6890	\$ _____ per sample tested
Cetane Index	ASTM D 4737	\$ _____ per sample tested
Water & Sediment	ASTM D 2709	\$ _____ per sample tested
Relative Density (Report as Required for Other Tests)	ASTM D 1298 / ASTM D 4052	\$ _____ per sample tested
Biodiesel (FAME) Content	ASTM D 7371	\$ _____ per sample tested
Cold Temperature Operability**	ASTM D 2500 / ASTM D 4539	\$ _____ per sample tested
Acid No.	ASTM D 664	\$ _____ per sample tested
Oxidation Stability	EN 15751	\$ _____ per sample tested
*TOTAL Slate Price per Sec. A.3.h. requirements – Biodiesel Blends		\$ _____ per sample tested
* Total may be less than the sum of the above tests		

Fuel Ethanol (Ed75-Ed85)Test Description

Ethanol & Methanol Content	ASTM D 5501	\$ _____ per sample tested
Aliphatic ethers, methanol and C3-8 alcohols	ASTM D 4815	\$ _____ per sample tested
Vapor Pressure	ASTM D 5191	\$ _____ per sample tested

Sulfur	ASTM D 5453	\$ _____ per sample tested
Acidity	ASTM D 1613	\$ _____ per sample tested
Gum, Washed & Unwashed	ASTM D 381	\$ _____ per sample tested
pH _e	ASMT D 6423	\$ _____ per sample tested
Inorganic Chloride	ASTM D 7328	\$ _____ per sample tested
Copper	ASTM D 1688* *Modified per ASTM D 4806	\$ _____ per sample tested
Water	ASTM E 203	\$ _____ per sample tested
Visual Appearance	ASTM D 5798	\$ _____ per sample tested
*TOTAL Slate Price per Sec. A.3.i. requirements – Fuel Ethanol		\$ _____ per sample tested
* Total may be less than the sum of the above tests		

Denatured Fuel EthanolTest Description

Ethanol & Methanol Content	ASTM D 5501	\$ _____ per sample tested
Gum, Washed & Unwashed	ASTM D 381	\$ _____ per sample tested
Water	ASTM E 203	\$ _____ per sample tested
Inorganic Chloride & Sulfate	ASTM D 7328	\$ _____ per sample tested
Copper	ASTM D 1688* *Modified per ASTM D 4806	\$ _____ per sample tested
Acidity	ASTM D 1613	\$ _____ per sample tested
pH _e	ASMT D 6423	\$ _____ per sample tested
Sulfur	ASTM D 5453	\$ _____ per sample tested
Sulfate	ASTM D 7328	\$ _____ per sample tested
Visual Appearance	ASTM D 4806	\$ _____ per sample tested
*TOTAL Slate Price per Sec. A.3.j. requirements – Denatured Fuel Ethanol		\$ _____ per sample tested
* Total may be less than the sum of the above tests		

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

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:
- Tennessee Department of Agriculture
Regulatory Services Division
P.O. Box 40627
Nashville, TN 37204
- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
- (1) Invoice/Reference Number (assigned by the Contractor);
 - (2) Invoice Date;
 - (3) Invoice Period (period to which all invoiced charges are applicable);
 - (4) Contract Number (assigned by the State to this Contract);
 - (5) Account Name: Tennessee Department of Agriculture, Regulatory Services;
 - (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
 - (7) Contractor Name;
 - (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
 - (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
 - (10) Contractor Remittance Address;
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
 - iv. Amount Due by Service; and
 - v. Total Amount Due for the invoice period.
- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) not include any future work but will only be submitted for completed service; and
 - (3) not include sales tax or shipping charges.
- d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
- e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.
- f. If the laboratory is located outside of the State of Tennessee (out-of-state travel authorization required), the contractor shall provide travel for one (1) employee of the State up to four (4) times per year for purposes of laboratory inspection and meetings with Contractor personnel. The visits may be unannounced. The Contractor shall

provide a travel agency that will arrange all lodging and transportation (air fare and fully insured rental car) and the travel costs will be billed directly to the Contractor. Per Diem will be reimbursed at State of Tennessee rates directly to the traveler. Each visit will be for three days and two nights, including travel time to and from the Contractor's facilities. All travel accommodations and per diem will be within travel allowances of the State of Tennessee.

- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections

of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal

Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of

the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

NAME & TITLE OF STATE CONTACT PERSON
STATE AGENCY NAME
ADDRESS
EMAIL ADDRESS
Telephone # NUMBER
FAX # NUMBER

The Contractor:

NAME & TITLE OF CONTRACTOR CONTACT PERSON
CONTRACTOR NAME
ADDRESS
EMAIL ADDRESS
Telephone # NUMBER
FAX # NUMBER

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

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

- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
 - b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
 - c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.
- E.6. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:
- a. The Contract document and its attachments
 - b. All Clarifications and addenda made to the Contractor's Proposal
 - c. The Request for Proposal and its associated amendments
 - d. Technical Specifications provided to the Contractor
 - e. The Contractor's Proposal

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

- E.7. Right to Refuse Personnel

The State reserves the right to refuse, at its sole discretion, any subcontractors or personnel provided by the prime contractor or its subcontractors, provided that the State complies with all federal, state, and local laws regarding rights of employees.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

STATE AGENCY NAME:

NAME & TITLE

DATE

APPROVED:

M. D. GOETZ, JR., COMMISSIONER OF FINANCE & ADMINISTRATION DATE

DEBORAH E. STORY, COMMISSIONER HUMAN RESOURCES DATE

JUSTIN P. WILSON, COMPTROLLER OF THE TREASURY DATE

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

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

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION