



STATE OF TENNESSEE
CENTRAL PROCUREMENT OFFICE

REQUEST FOR QUALIFICATIONS# 32101-15104 AMENDMENT # 7
LONG DISTANCE, TOLL FREE CALLING SERVICE AND ANCILLARY TELEPHONE SERVICES

DATE: November 14, 2015

RFQ #32101-15104 IS AMENDED AS FOLLOWS:

1. **This RFQ Schedule of Events updates and confirms scheduled RFQ dates.** Any event, time, or date containing revised or new text is highlighted

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)	UNDATED/ CONFIRMED
1	RFQ Issued		SEPTEMBER 24, 2015	Confirmed
2	Disability Accommodation Request Deadline	2:00 P.M.	SEPTEMBER 30, 2015	Confirmed
3	Notice of Intent to Respond Deadline	2:00 P.M.	OCTOBER 1, 2015	Confirmed
4	Written "Questions & Comments" Deadline	2:00 P.M.	OCTOBER 6, 2015	Confirmed
5	State response to written "Questions & Comments"		OCTOBER 20, 2015	Confirmed
6	RFQ Technical & Cost Proposal Response Deadline	2:00 P.M.	NOVEMBER 17, 2015	Confirmed
7	State Notice of Qualified Respondents Released		NOVEMBER 24, 2015	Confirmed
8	State opening & scoring of Proposals		NOVEMBER 30, 2015	Confirmed
9	Cost and Terms and Conditions Negotiations		DECEMBER 14, 2015	Confirmed
10	Solicitation Files Opened for Public Inspection		JANUARY 6, 2016	UPDATED
11	Respondent Contract Signature Deadline		JANUARY 20, 2016	UPDATED
12	Anticipated Contract Start Date		FEBRUARY 1, 2016	UPDATED

2. **This amendment 7 is for the purpose of extending the dates for those elements of the RFQ schedule highlighted in yellow above. All other changes incorporated into the RFQ under Amendment 6 are hereby incorporated into this Amendment 7 to the RFQ.**
3. **RFQ Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFQ not expressly amended herein shall remain in full force and effect.



STATE OF TENNESSEE
CENTRAL PROCUREMENT OFFICE
REQUEST FOR QUALIFICATIONS
FOR

LONG DISTANCE, TOLL FREE CALLING SERVICE AND ANCILLARY TELEPHONE SERVICES
RFQ # 32101-15104
RELEASE # 2

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1. INTRODUCTION

The State of Tennessee, Central Procurement Office, hereinafter referred to as “the State,” has issued this Request for Qualifications (“RFQ”) to define mandatory goods or services requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses and selecting a Respondent for contract award to provide the needed goods or services.

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

1.1 Statement of Procurement Purpose

The purpose of this RFQ is to establish the qualifications of, and select a Contractor that can meet the State’s need for Long Distance, Toll Free Telephone Calling Services and ancillary telephony services. It is the State’s intent to contract with a Contractor that provides the State products and services as specified within this RFQ at the best overall value (see Tenn. Code Ann. § 12-3-101). Other governmental bodies and qualified non-profit agencies may utilize the Statewide Contract (SWC) as negotiated by the State. While other governmental bodies are not required to participate in this Statewide Contract, the State strongly encourages them to use the price agreement(s) resulting from this RFQ.

1.1.1. RFQ Number

The RFQ Number assigned to this solicitation is: RFQ 32101-15104 and must be included in any correspondence with the State concerning this RFQ.

1.1.2. State Communications

The following URL is the site in which the State will convey official, written responses and communications related to this RFQ by internet posting: <http://tennessee.gov/generalservices/article/request-for-proposals-rfp-opportunities>.

1.1.3. The historical usage, in terms of dollars spent for all Long Distance and Toll Free Calling Services, for the years 2012 through 2014 is \$1,707,841.00. The projected Spend for 2015 is \$1,818,483.00. Although the spend appears to be growing slightly, this is the result of an increase in Toll Free Calling. The 1 Plus Calling services have been declining as the State converts over to an Internet Protocol (IP) environment.

All statistical and fiscal information contained in this RFQ and its exhibits, including amendments and modifications thereto, are provided “as is”, without warranty as to the accuracy or adequacy of the data or information so provided, and reflect the department’s best understanding based on information or belief available to the department at the time of RFQ preparation. No inaccuracies in such data or information shall be a basis for delay in performance or a basis for legal recovery of damages, actual, consequential or punitive.

1.2 Notice of Intent to Respond

Before the Notice of Intent to Respond Deadline detailed in RFQ § 2, Schedule of Events, potential Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond in the form of a simple e-mail or other written communication. Such notice should include the following information: the business or individual's name (as appropriate), a contact person's name and title, the contact person's mailing address, telephone number, facsimile, number, and e-mail address. Filing a Notice of Intent to Respond is not a prerequisite for submitting a response; however, it is necessary to ensure receipt of notices and communications relating to this RFQ.

1.3 Definitions and Abbreviations

TERM	DEFINITION
Authorized User(s)	Local Governments, Private Non-Profit Institutions of Higher Education and Eligible Non-Profit Agencies.
Central Procurement Office or CPO	The State of Tennessee Central Procurement Office (CPO).
Contract	The writing(s) which contain the agreement of the Central Procurement Office (CPO) and the Respondent/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law.
Contractor	Any successful Respondent(s) to whom a Contract has been awarded by the Central Procurement Office (CPO).
Mandatory Requirements	Requirements that the Respondent must meet in order to be eligible for contract award
Proposal	The Respondent's submission of all documents in response to the solicitation, including but not limited to responses to Attachments A-F.
Respondent	The entity that submits materials to the State in accordance with these instructions.
Response	The material submitted by the respondent in answering the solicitation.
Responsible Bidder or Responsible Respondent	A Bidder or Respondent meeting the specifications or requirements prescribed in the Proposal Document or solicitation, as determined by the Central Procurement Office.
Responsive Bidder or Responsive Respondent	A Bidder or Respondent meeting the specifications or requirements prescribed in the Proposal Document or solicitation, as determined by the Central Procurement Office.
Request for Qualifications or RFQ	A type of Proposal Document that is used for procurements where factors in addition to cost are considered and weighted in awarding the contract.
Schedule of Events	The list of critical dates and actions included in the introductory materials.
Solicitation Coordinator	State of Tennessee representative for whom all communications relating to this solicitation shall be directed to.
State	State of Tennessee

2 RFQ SCHEDULE OF EVENTS

The following schedule represents the State's best estimates for this RFQ; however, the State reserves the right, at its sole discretion, to adjust the schedule at any time, or cancel and reissue a similar solicitation. Nothing in this RFQ is intended by the State to create any property rights or expectations of a property right in any Respondent.

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3 RESPONSE REQUIREMENTS

3.1. Response Contents: A response to this RFQ should address the following:

- 3.1.1. Mandatory Requirements:** This section details the mandatory technical, functional, and experience requirements that must be demonstrated in the response to this RFQ in order to be passed on to Phase II of the Technical Response evaluation. A Respondent must duplicate and use RFQ Attachment A as a guide to organize responses for the Mandatory Requirements of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table. This section is included in the State's evaluation as to whether or not a Respondent meets mandatory qualifications (Phase I).
- 3.1.2. General Qualifications & Experience:** This section is included in the State's evaluation of Phase II of the Technical Response Evaluation and details general information and qualifications that must be demonstrated in the response to this RFQ. A Respondent must duplicate and use RFQ Attachment B as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location in the information within the response in the indicated column of the table.
- 3.1.3. Technical Qualifications, Experience & Approach:** This section is also included in the State's evaluation of Phase II of the Technical Response Evaluation and details technical qualifications, experience, and approach items that must be demonstrated in the response to this RFQ. A Respondent must duplicate and use RFQ Attachment C as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location in the information within the response in the indicated column of the table.
- 3.1.4. Cost Proposal: *For Qualified Respondents only***
 - 3.1.4.1.** This section only applies to those respondents identified as being Qualified. See RFQ § 2, Schedule of Events, "State Notice of Qualified Respondents Released."
 - 3.1.4.2.** If included as part of this solicitation, then the Cost Proposal must be recorded on an exact duplicate of RFQ Attachment D, Cost Proposal & Evaluation Guide. Any response that does not follow the instructions included in RFQ Attachment D may be deemed nonresponsive.
 - 3.1.4.3.** A Respondent must only record the proposed cost exactly as required by the RFQ Attachment D, Cost Proposal & Evaluation Guide and must NOT record any other rates, amounts, or information.
 - 3.1.4.4.** The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.
 - 3.1.4.5.** A Respondent must sign and date the Cost Proposal.
 - 3.1.4.6.** A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response.

3.2. Response Delivery Location

A Respondent must ensure that the State receives a Response to this RFQ no later than the Response Deadline time and dates detailed in the RFQ § 2, Schedule of Events. All responses must be delivered to:

Richard Kotler
 312 Rosa L. Parks Avenue
 WRS, Tennessee Tower, 3rd Floor
 Nashville, TN 37243
 (p) 615-253-4723

3.3. Response Format

- 3.3.1. A Respondent must ensure that the original response meets all form and content requirements detailed within this RFQ.
- 3.3.2. A Respondent must submit original response documents and copies as specified below.

3.3.2.1. Technical Response

One (1) original Technical Response paper document clearly labeled:

“RFQ #32101-15104 TECHNICAL RESPONSE ORIGINAL”

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

“RFQ #32101-15104 TECHNICAL RESPONSE COPY”

The digital copies should not include copies of sealed customer references or cost information in the general and technical evaluation phase. However, any other discrepancy between the paper response document and digital copies may result in the State rejecting the response as nonresponsive.

3.3.2.2. Cost Proposal: *For Qualified Respondents only*

One (1) original Cost Proposal paper document labeled:

“RFQ #32101-15104 COST PROPOSAL ORIGINAL”

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

“RFQ #32101-15104 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.

3.4. Response Prohibitions: A response to this RFQ shall not:

- 3.4.1. Restrict the rights of the State or otherwise qualify the response to this RFQ;
- 3.4.2. Include, for consideration in this procurement process or subsequent contract negotiations, incorrect information that the Respondent knew or should have known was materially incorrect;
- 3.4.3. Include more than one response, per Respondent, to this RFQ;
- 3.4.4. Include any information concerning costs (in specific dollars or numbers) associated with the Technical Response;
- 3.4.5. Include the respondent’s own contract terms and conditions (unless specifically requested by the RFQ); or
- 3.4.6. Include any end-user license agreement, manufacturer’s terms and conditions, service guide, clickwrap agreement, online terms and conditions, or other terms and conditions that will supplement, modify, or contradict the terms set forth in the *pro forma* contract.
- 3.4.7. Include the respondent as a prime contractor while also permitting one or more other respondents to offer the respondent as a subcontractor in their own responses.

- 3.4.8.** Exceed one hundred (100) pages in length (maps, graphs, and charts included as an appendix will not count against this page limit)

3.5. Response Errors & Revisions

A Respondent is responsible for any and all errors or omissions in its response to this RFQ. A Respondent will not be allowed to alter or revise its response after the Response Deadline time and dates as detailed in RFQ § 2, Schedule of Events, unless such is formally requested in writing by the State (e.g., through a request for clarification, etc.).

3.6. Response Withdrawal

A Respondent may withdraw a response at any time before the Response Deadline time and date as detailed in RFQ § 2, Schedule of Events, by submitting a written signed request by an authorized representative of the Respondent. After withdrawing a response, a Respondent may submit another Response at any time before the Response Deadline time and date as detailed in RFQ § 2, Schedule of Events.

3.7. Response Preparation Costs

The State will not pay any costs associated with the preparation, submittal, or presentation of any response. Each Respondent is solely responsible for the costs it incurs in responding to this RFQ.

4. GENERAL INFORMATION & REQUIREMENTS

4.1. Communications

- 4.1.1. Respondents shall reference RFQ # 32101-15104 in all communications relating to this solicitation, and direct any such communications to the following person designated as the Solicitation Coordinator:

Richard Kotler

WRS, Tennessee Tower 3rd Floor

312 Rosa L. Parks Avenue

Nashville, TN 37243

615-253-4723

Richard.Kotler@tn.gov

The State will convey all official responses and communications related to this RFQ to the potential respondents from whom the State has received a Notice of Intent to Respond (refer to RFQ Section 1.2.).

- 4.1.2. Potential respondents with a handicap or disability may receive accommodation relating to the communication of this RFQ and participating in the RFQ process. Potential respondents may contact the RFQ Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in RFQ § 2, Schedule of Events.
- 4.1.3. **Unauthorized contact about this RFQ with other employees or officials of the State of Tennessee may result in disqualification from contract award consideration.**
- 4.1.4. Notwithstanding the foregoing, potential Respondents may also contact the following as appropriate:
- 4.1.4.1. Staff of the Governor's Office of Diversity Business Enterprise may be contacted for assistance with respect to available minority-owned, woman-owned, Tennessee service-disabled veteran-owned, and small business enterprises as well as general public information relating to this request; or
- 4.1.4.2. The following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Helen Crowley
 Department of General Services
 William R. Snodgrass Tennessee Tower, 3rd Floor
 312 Rosa L. Parks Ave.
 Nashville, TN 37243
 (615) 741-3836
 Helen.Crowley@tn.gov

4.2. Nondiscrimination

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

4.3. Conflict of Interest

4.3.1. The State may not consider a proposal from an individual who is, or within the past six (6) months has been, a State employee. For these purposes,

4.3.1.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

4.3.1.2. A contract with or a proposal from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and

4.3.1.3. A contract with or a proposal from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

4.3.2. This RFQ is also subject to *Tennessee Code Annotated*, Section 12-4-101.

4.4. Respondent Required Review & Waiver of Objections

4.4.1. Each potential respondent must carefully review this RFQ, including but not limited to, attachments, the RFQ Attachment G, *pro forma* Contract, and any amendments for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called “questions and comments”).

4.4.2. Any potential respondent having questions and comments concerning this RFQ must provide such in writing to the State no later than the written “Questions & Comments Deadline” detailed in RFQ § 2, Schedule of Events.

4.4.3. 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 “Questions & Comments Deadline.”

4.5. Disclosure of Response Contents

4.5.1. All materials submitted to the State in response to this solicitation become property of the State of Tennessee. Selection for award does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full contents and associated documents submitted in response to this request will become open to public inspection. Refer to RFQ§ 2, Schedule of Events.

4.5.2. The RFQ responses will be available for public inspection only after the completion of evaluation of the RFQ or any resulting solicitation which this RFQ becomes a part of, whichever is later.

4.6. Notice of Professional Licensure, Insurance, and Department of Revenue Registration Requirements

4.6.1. All persons, agencies, firms or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as part of a response to this RFQ, shall be properly licensed to render such opinions.

4.6.2. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold

all necessary, appropriate business and professional licenses to provide service as required. The State may require any Respondent to submit evidence of proper licensure.

- 4.6.3. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must provide a valid, Certificate of Insurance indicating current insurance coverage meeting minimum requirements as may be specified by the RFQ.
- 4.6.4. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Respondent provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.

4.7. RFQ Amendments & Cancellation

- 4.7.1. The State reserves the right to amend this RFQ 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 respondents to meet the deadlines and revise the RFQ Schedule of Events if deemed appropriate. If a RFQ amendment is issued, the State will convey it to potential respondents who submitted a Notice of Intent to Respond (refer to RFQ § 1.3). A response must respond, as required, to the final RFQ (including its attachments) as may be amended.
- 4.7.2. The State reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFQ in accordance with applicable laws and regulations.

4.8. State Right of Rejection

- 4.8.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all proposals.
- 4.8.2. The State may deem as nonresponsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFQ. Notwithstanding the foregoing, the State reserves the right to seek clarifications or to waive, at its sole discretion, a response's minor variances from full compliance with this RFQ. If the State waives variances in a response, such waiver shall not modify the RFQ requirements or excuse the Respondent from full compliance with such, and the State may hold any resulting vendor to strict compliance with this RFQ.
- 4.8.3. The State will review the response evaluation record and any other available information pertinent to whether or not each respondent is responsive and responsible. If the evaluation team identifies any respondent that appears not to meet the responsive and responsible thresholds such that the team would not recommend the respondent for potential contract award, this determination will be fully documented for the record. ("Responsive" is defined as submitting a response that conforms in all material respects to the RFQ. "Responsible" is defined as having the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

4.9. Assignment & Subcontracting

- 4.9.1. The vendor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFQ without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.
- 4.9.2. If a Respondent intends to use subcontractors, the response to this RFQ must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFQ Attachment B, Item B.14.).
- 4.9.3. Subcontractors identified within a response to this RFQ 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.

- 4.9.4. The Contractor resulting from this RFQ may only substitute another subcontractor for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.
- 4.9.5. Notwithstanding any State approval relating to subcontracts, the Contractor resulting from this RFQ will be the prime contractor and will be responsible for all work under the Contract.

4.10. Next Ranked Respondent

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

5. PROCUREMENT PROCESS& CONTRACT AWARD

5.1. The complete vendor selection will be a two-part process: (1) Qualification of Technical Responses; and (2) Cost Proposals/Negotiations. Any contract award is subject to successful contract negotiation.

5.2. Qualification of Technical Responses: Technical Responses will be short-listed for further evaluation, analysis or negotiation if they are apparently responsive, responsible, and within the competitive range. A Technical Response will be deemed within the competitive range based on the following criterion:

The Technical response must be ranked in the top seven (7) after the technical Response score is totaled and put in ordinal ranking (1 – the best evaluated ranking).

Phase I: The State will evaluate the Mandatory Requirements set forth in RFQ Attachment A on a pass/fail basis.

Phase II: Following the Phase I evaluation, the State will apply a standard equitable evaluation model, which will represent a qualitative assessment of each response. Each response will be scored by Evaluation Team members according to the Technical Response & Evaluation Guides (See RFQ Attachments B & C).

The Solicitation Coordinator will total the average score from the evaluation team for each responsive and responsible Respondent's Technical Response Points for RFQ Attachments B & C to determine which of the Respondents are considered Qualified and within the competitive range.

5.3. Cost Proposals: If included as part of this solicitation then only Qualified Respondents, that are responsive and responsible and in the competitive range, will continue onto Part Two, Cost Proposal evaluation. The Cost Proposal containing the lowest cost will receive the maximum number of points per each section. See RFQ Attachment D, Cost Proposal& Evaluation Guide.

5.4. Clarifications and Negotiations: The State reserves the right to award a contract on the basis of initial responses received; therefore, each response should contain the respondent's best terms from a technical and cost standpoint. However, the State reserves the right to conduct clarifications or negotiations with respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

5.4.1. Clarifications: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification round(s). Each clarification sought by the State may be unique to an individual respondent.

5.4.2. Negotiations: The State may elect to negotiate with Qualified Respondents, within the competitive range, by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds

5.4.2.1. Cost Negotiations: All responsive respondents within the competitive range will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual

respondent pricing. During target price negotiations, respondents are not obligated to meet or beat target prices, but will not be allowed to increase prices.

- 5.4.2.2. If the State determines costs and contract finalization discussions and negotiations are not productive, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

5.5. Evaluation Guide

The State will consider qualifications, experience, technical approach, and cost (if applicable) in the evaluation of responses and award points in each of the categories detailed below. The maximum evaluation points possible for each category are detailed below.

Evaluation Category	Maximum Points Possible
Mandatory Requirements (refer to RFQ Attachment A)	Pass/Fail
General Qualifications, Experience, Technical Qualifications, Experience & Approach (refer to RFQ Attachment B)	10
Technical Qualifications, Experience & Approach (refer to RFQ Attachment C)	25
Cost Proposal (refer to RFQ Attachment D)	65

5.6. Contract Award

- 5.6.1. The Solicitation Coordinator will submit the Evaluation Team determinations and response scores to the head of the contracting agency, or the agency head's designee, for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.6.2. The contracting agency head, or the agency head's designee, will determine the apparent best-evaluated response. (To affect a contract award to a Respondent other than the one receiving the highest evaluation score, the head of the contracting agency must provide written justification and obtain approval of the Chief Procurement Officer and the Comptroller of the Treasury.)
- 5.6.3. The State reserves the right to make an award without further discussion of any response.
- 5.6.4. The State will issue an Evaluation Notice and make the RFQ files available for public inspection at the time and date specified in the RFQ §2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Respondent identified as the apparent best evaluated or any other Respondent.

- 5.6.5. The Respondent identified as offering the apparent best-evaluated must sign a contract drawn by the State pursuant to this RFQ. The contract shall be substantially the same as the RFQ Attachment G, *pro forma* contract. The Respondent must sign said contract no later than the Respondent Contract Signature Deadline detailed in

RFQ §2, Schedule of Events. If the Respondent fails to provide the signed contract by the deadline, the State may determine the Respondent is non-responsive to this RFQ and reject the response.

- 5.6.6. 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 response evaluation or negatively impact the competitive nature of the RFQ and vendor selection process.
- 5.6.7. If the State determines that a response is nonresponsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will recalculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best- evaluated response.

TECHNICAL RESPONSE & EVALUATION GUIDE

All Respondents must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). All Respondents must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review all responses 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 Evaluation Team must review the responses and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFQ requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Technical Response must be delivered to the State no later than the Technical Response Deadline specified in the RFQ § 2, Schedule of Events.	
		The Technical Response must not contain cost or pricing information of any type.	
		The Technical Response must not contain any restrictions of the rights of the State or other qualification of the response.	
		The Technical Response must not exceed 30 pages in length	
		A Respondent must not submit alternate responses.	
		A Respondent must not submit multiple responses in different forms (as a prime and a subcontractor).	
	A.1.	Provide the Statement of Certifications and Assurances (RFQ Attachment E) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFQ and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall 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 Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	A.6.	<p>Provide the Respondents most recent independent audited financial statements. Said independent audited financial statements <u>must</u>:</p> <ol style="list-style-type: none"> (1) reflect an audit period for a fiscal year ended within the last 36 months (2) be prepared with all monetary amounts detailed in United States currency; (3) be prepared under United States Generally Accepted Accounting Principles (US GAAP); (4) include: the auditor's opinion letter; financial statements; and the notes to the financial statements; and (5) be deemed, in the sole discretion of the State to reflect sufficient financial stability to undertake the subject agreement with the State. <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Reviewed or Compiled Financial Statements will not be deemed responsive to this requirement and will <u>not</u> be accepted. <p>All persons, agencies, firms, or other entities that provide opinions regarding the Respondents financial status <u>must</u> be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders the opinions.</p>	
	A. 7.	<p>Provide a valid, Certificate of Insurance that is verified and dated within the last six (6) months and which details <u>all</u> of the following:</p> <ol style="list-style-type: none"> (a) Insurance Company (b) Respondent's Name and Address as the Insured (c) Policy Number (d) The following minimum insurance coverage: <ol style="list-style-type: none"> (i) Workers Compensation/ Employers Liability (including all states coverage) with a limit not less than the relevant statutory amount or ONE MILLION Dollars (\$1,000,000.00) per occurrence for employers liability; (ii) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single 	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		<p>limit not less than ONE MILLION Dollars (\$1,000,000.00) per occurrence and TWO MILLION Dollars (\$2,000,000.00) aggregate;</p> <p>(iii) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than ONE MILLION Dollars (\$1,000,000.00) per occurrence; and</p> <p>(e) The following information applicable to each type of insurance coverage:</p> <p>(i) Coverage Description,</p> <p>(ii) Exceptions and Exclusions,</p> <p>(iii) Policy Effective Date,</p> <p>(iv) Policy Expiration Date, and</p> <p>(v) Limit(s) of Liability.</p>	
<i>State Use – RFQ Coordinator Signature, Printed Name & Date:</i>			

ATTACHMENT B**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.10.	<p>what extent it will impair the Respondent's performance in a contract pursuant to this RFQ.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.</p>
	B.11.	<p>Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFQ (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).</p>
	B.12.	<p>Provide a narrative description of the proposed contract team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to provide the goods or services required by this RFQ, illustrating the lines of authority, and designating the individual responsible for the completion of each task and deliverable of the RFQ.</p>
	B.13.	<p>Provide a personnel roster listing the names of key people who the Respondent will assign to perform tasks required by this RFQ along with the estimated number of hours that each individual will devote to the required tasks. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.</p>
	B.14.	<p>Provide a statement of whether the Respondent intends to use subcontractors to accomplish the work required by this RFQ, and if so, detail:</p> <p>(a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;</p> <p>(b) a description of the scope and portions of the work each subcontractor will perform; <u>and</u></p> <p>(c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFQ.</p>
	B.15.	<p>Provide documentation of the Respondent's commitment to diversity as represented by the following:</p> <p>(a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable.</p> <p>(b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information:</p> <p>(i) contract description;</p> <p>(ii) contractor name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled); and</p> <p>(iii) contractor contact name and telephone number.</p> <p>(c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information:</p> <p>(i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such</p>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS);</p> <p>(ii) anticipated goods or services contract descriptions;</p> <p>(iii) names and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors.</p> <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five-year period. If so, provide the following information for all current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact responsible for the contract at issue;</p> <p>(b) the name of the procuring State agency;</p> <p>(c) a brief description of the contract's specification for goods or scope of services;</p> <p>(d) the contract term; and</p> <p>(e) the contract number.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts responsive to Section B.16 of this RFQ.
	B.17.	<p>Provide customer references from individuals who are <u>not</u> current or former State employees for projects similar to the goods or services sought under this RFQ and which represent:</p> <ul style="list-style-type: none"> ▪ two (2) accounts Respondent currently services that are similar in size to the State; <u>and</u> ▪ three (3) completed projects. <p>References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which <u>must</u> be used and completed, is provided at RFQ Attachment F. References that are not completed as required may be deemed nonresponsive and may not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires, follow the process below:</p> <p>(a) Add the Respondent's name to the standard reference questionnaire at Attachment F,</p>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>and make a copy for each reference.</p> <p>(b) Send a reference questionnaire and a new, standard #10 envelope to each reference.</p> <p>(c) Instruct the reference to:</p> <ul style="list-style-type: none"> (i) complete the reference questionnaire; (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 directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response). <p>(d) <u>Do NOT</u> open the sealed references upon receipt.</p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under <u>no</u> obligation to clarify any reference information.
	B.18.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <ul style="list-style-type: none"> (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and <ul style="list-style-type: none"> ▪ has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.
	B.19..	<p>Provide a statement confirming that the Respondent has all the necessary capabilities to provide the Toll-Free and Long Distance Calling services required by the specifications.</p>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.20.	<p>The State is amenable to making changes to RFQ Attachment G, <i>pro forma</i> contract. The State will take all reasonable suggested alternative or supplemental contract language changes by Respondents under advisement during the evaluation and post award processes, subject to any mandates or restrictions imposed on the State by applicable state or federal law. The State, however, recommends that Respondents include with their response any alternative or supplemental suggested contract language that a Respondent would propose.</p> <p>Clearly indicate, by providing a “red-line” of RFQ Attachment G, <i>pro forma</i> contract, all suggested alternative or supplemental contract language. Do not include any exceptions or changes that (1) contradict a Federal requirement or a Mandatory Requirement, or (2) push back any deadlines.</p>
SCORE (for all Section B— Qualifications & Experience Items above): (maximum possible score = 10)		
<i>State Use – Evaluator Identification:</i>		

ATTACHMENT C

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

The Evaluation Team, made up of three (3) or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		5	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the delivery of goods or scope of services, accomplish required objectives, and meet the State's project schedule.		8	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure delivery of specified goods or completion of the scope of services, and accomplish required objectives within the State's project schedule.		8	
	C.4.	Provide a narrative that demonstrates the Respondent's ability and understanding of operating, maintaining, and installing equipment necessary for a Telecommunications Network for Long Distance and Toll Free calling services..		12	
	C.5.	Provide network maps that show that the Respondent can serve the State of Tennessee		3	
	C.6.	Provide a narrative of the activities performed in the transition of these or similar services from an incumbent Contractor to your company of these services or, if the incumbent Contractor, a narrative of activities performed to transition to the new Contractor.		12	
	C.7.	Identify any State governments contracts, other than Tennessee, in which the Respondent has performed similar services as required in this specification. Indicate whether the contracts are currently active or not.		5	
	C.8.	The Respondent is to provide a description of their		7	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		Audio Conferencing offering for both a minimum and feature-rich offering.			
	C.9.	The Respondent is to submit a narrative that describes their capabilities to offer a web based Portal interface that is capable of handling work orders and Reporting requirements delineated in the specifications.		6	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>			Total Raw Weighted Score: (sum of Raw Weighted Scores above)		
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum Possible Raw Weighted Score (i.e., 5 x the sum of item weights above =330)}} \times 25 = \text{SCORE:}$					
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

ATTACHMENT D

Cost Proposal & Evaluation Guide

For Qualified Respondents Only

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for the delivery of specified goods for the entire scope of services including all services defined in the Scope of Services of the RFQ Attachment G, *pro forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFQ. All monetary amounts shall be in U.S. currency and limited to **four (4)** places to the right of the decimal point.

IN THE EVENT THAT THE RESPONDENT CHOOSES NOT TO CHARGE THE STATE FOR ANY PARTICULAR SERVICE LISTED BELOW BUT WILL PROVIDE THE SERVICE AT NO COST TO THE STATE; THE RESPONDENT IS TO ENTER "NC" (NO CHARGE) IN THE PROPOSED COST COLUMN.

THE STATE WILL PAY ALL LEGALLY MANDATED FEES, TAXES AND SURCHARGES DURING THE CONTRACT PERFORMANCE PERIOD. HOWEVER, FOR THE PURPOSES OF THE EVALUATION OF THE COST PROPOSAL SCHEDULE, THE STATE REQUIRES THE BIDDERS TO EXCLUDE FROM THE RATES THAT WILL BE PROPOSED IN THE COST PROPOSAL SCHEDULE LIST, ATTACHMENT D THE FOLLOWING: UNIVERSAL SERVICE FUND, AND TAXES (FEDERAL OR STATE), SURCHARGES IMPOSED BY FEDERAL AND STATE REGULATORY AGENCIES THAT ARE APPLICABLE TO TELECOMMUNICATIONS SERVICES. REAL AND PERSONAL TAX ALLOCATIONS CANNOT BE CONSIDERED AS A PART OF FEES, TAXES, AND SURCHARGES.

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

Notwithstanding the line item of costs herein, pursuant to the second paragraph of the *pro forma* contract section C.1. (refer to RFQ Attachment G), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

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

Note: all per minute and per call costs are to be expressed with up to four (4) decimal places. Example: 1.25 cents would be written as \$0.0125. This applies to all line item of Cost Descriptions below that are highlighted in yellow.

RESPONDENT SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
RESPONDENT LEGAL ENTITY NAME:			
Line item of cost Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)

RESPONDENT LEGAL ENTITY NAME:			
Line item of cost Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Long Distance (1 Plus) IntraLATA Dedicated Access	\$ / Minute	10,000	
Long Distance (1 Plus) IntraLATA Switched Access	\$ / Minute	7,300,000	
Long Distance (1 Plus) InterLATA Dedicated Access	\$ / Minute	10,000	
Long Distance (1 Plus) InterLATA Switched Access	\$ /Minute	11,300,000	
Long Distance (1 Plus) Interstate Switched Access	\$ /Minute	5,000,000	
Long Distance (1 Plus) Interstate Dedicated Access	\$ /Minute	300	
Long Distance (1 Plus) Canada Dedicated Access	\$ /Minute	300	
Long Distance (1 Plus) Canada Switched Access	\$ /Minute	5,000	
Long Distance (1 Plus) Mexico Dedicated Access	\$ /Minute	300	
Long Distance (1 Plus) Mexico Switched Access	\$ /Minute	300	
International Locations (1 Plus) Dedicated Access	\$ /Minute	300	
Toll Free – Dedicated IntraLATA Minute	\$ /Minute	10,000,000	
Toll Free – Dedicated InterLATA Minute	\$ /Minute	26,600,000	
Toll Free – Switched IntraLATA Minute	\$ /Minute	5,700,000	
Toll Free – Switched InterLATA Minute	\$ /Minute	8,000,000	
Toll Free – Dedicated Interstate Minute	\$ /Minute	5,700,000	

RESPONDENT LEGAL ENTITY NAME:			
Line item of cost Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Toll Free – Switched Interstate Minute	\$ /Minute	3,500,000	
Toll Free - Canada	\$ /Minute	500	
Toll Free - Mexico	\$ /Minute	300	
Toll Free – International, all others not listed, Maximum Rate Minute	\$ /Minute	300	
Toll Free – International Number Fee	\$ per Toll Free Number Per month	300	
PIN Numbers, Toll Free Number Fee	\$ per toll free Number per Month	400	
PIN Numbers Toll Free Set – up or change Fee	\$ per instance per Toll Free number	300	
Network Prompting Toll Free Number Fee	\$ per Toll Free Number per Month	200	
Network Prompting Toll Free Call Fee	\$ per Call	1,200,000	
Network Prompting Toll Free Set – Up or Change Fee	\$ per instance per Toll Free Number	300	
Network Prompting Toll Free – speech recognitions	\$ per call	100	
Local Call Blocking Toll Free Number Fee	\$ per Toll Free Number	150	
Local Call Blocking Toll Free Call Fee	\$ per Call	200	
Local Call Blocking Toll Free Set-Up or Change Fee	\$ per instance per Toll Free Number	200	
Pay Station (coin charge) Surcharge Call Fee	\$ per Call	2,500	
Toll Free Emergency Routing Set-Up or Change Fee	\$ per instance per Toll Free Number	200	

RESPONDENT LEGAL ENTITY NAME:			
Line item of cost Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Blocking Originating Calls Toll Free Number Fee	\$ per Toll Free Number per Month	100	
Blocking Originating Calls Toll Free Set-Up or Change Fee	\$ per instance per Toll Free Number	100	
Originating Routing Toll Free Number Fee	\$ per Toll Free Number per month	150	
Toll Free Originating Routing Call Fee	\$ per Call	100	
Toll Free Originating Routing or Change Fee	\$ per instance per Toll Free Number	100	
Toll Free Holiday Toll Free Routing Number Fee	\$ per Toll Free Number per Month	100	
Toll Free Holiday Routing Call Fee	\$ per Call	100	
Toll Free Holiday Routing Set-Up or Change Fee	\$ per instance per Toll Free Number	100	
Toll Free Percentage Routing Number Fee	\$ per Toll Free Number per Month	10	
Toll Free Percentage Routing Call Fee	\$ per Call	10	
Toll Free Percentage Routing Set-Up or Change Fee	\$ per instance per Toll Free Number	10	
Day of Week/Time of Day Routing Toll Free Number Fee	\$ per Toll Free Number per Month	10	
Day of Week/Time of Day Routing Toll Free Call Fee	\$ per Call	10	
Day of Week/Time of Day Toll Free Set-Up or Change Fee	\$ per instance per Toll Free Number	10	
Network Informational Announcements, Toll Free Number Fee	\$ per Toll Free Number per Month	10	

RESPONDENT LEGAL ENTITY NAME:			
Line item of cost Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Network Informational Announcements Toll Free Call Fee	\$ per Call	10	
Network Informational Announcements Toll Free Set-Up or Change Fee	\$ per instance per Toll Free Number	10	
Alternate Termination Routing Toll Free Number Fee	\$ per Toll Free Number per Month	10	
Alternate Termination Toll Free Routing Call Fee	\$ per Call	10	
Alternate Termination Toll Free Routing Set-up or Change Fee	\$ per instance per Toll Free Number	100	
Installation of Toll Free ISDN PRI T1, 185 2 nd Ave. No, Nashville, TN	\$ per installation	16	
Recurring Cost of Toll Free ISDN PRI T1, 185 2 nd Ave. No. Nashville, TN	\$ T1 per month per	16	
Installation of Toll Free ISDN PRI T1, 2501 McGavock Pike, Nashville, TN	\$ per installation	19	
Recurring Cost of Toll Free ISDN PRI T1, 2501 McGavock Pike, Nashville, TN	\$ PRI per month per	19	
Installation of Toll Free ISDN PRI T1, 92 Weakley Lane Smyrna, TN	\$ per installation	6	
Recurring Cost of Toll Free ISDN PRI T1, 92 Weakley Lane Smyrna, TN	\$ PRI per month per	6	
Installation of Long Distance ISDN PRI T1, 901 5 th Ave. No, Nashville, TN	\$ per installation	5	
Recurring Cost of Long Distance ISDN PRI T1, 901 5 th Ave. No. Nashville, TN	\$ PRI per month per	5	

RESPONDENT LEGAL ENTITY NAME:			
Line item of cost Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Installation of Long Distance ISDN PRI T1, 92 Weakley Lane, Smyrna, TN	\$ per installation	5	
Recurring Cost of Long Distance ISDN PRI T1, 92 Weakley Lane, Smyrna, TN	\$ per month per PRI	5	
Installation of Long Distance ISDN PRI T1, Rural Location	\$ maximum per installation	1	
Recurring Cost of Long Distance ISDN PRI T1, Rural Location	\$ maximum per month per PRI	1	
Installation of Toll Free ISDN PRI T1, Rural Location	\$ maximum per installation	1	
Recurring Cost of Toll Free ISDN PRI T1, Rural Location	\$ maximum per month per PRI	1	
Takeback-N-Transfer	\$ per Call	10,000	
Takeback-N-Transfer monthly recurring charge	\$ per month	10,000	
Takeback-N-Transfer Setup Fee	\$ per setup	100	
Automatic Number Identification (ANI)	\$ per Month	600	
Automatic Number Identification	\$ per Call	5,000	
Dialed Number Identification Service	\$ per Month	100	
Audio Conferencing (minimum requirement) Set up	\$ per Month per Phone Number	200	
Audio Conferencing (minimum requirement) Usage Fee	\$ per Minute	100000	
Audio Conferencing (Optional) Set up	\$ per month per Phone Number	100	
Audio Conferencing (Optional) Usage Fee	\$ per minute	5000	

RESPONDENT LEGAL ENTITY NAME:			
Line item of cost Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Web Conferencing up to 125 participants monthly Fee per setup	\$ per month	10	
Web Conferencing Usage Fee	\$ per minute	2000	
EVALUATION COST AMOUNT (sum of evaluation costs above): The RFQ Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to three (3) places to the right of the decimal point will be standard for calculations.			
lowest evaluation cost amount from <u>all</u> responses <hr/> evaluation cost amount being evaluated		x 65 (maximum section score)	= SCORE:
<i>State Use – RFQ Coordinator Signature, Printed Name & Date:</i>			

ATTACHMENT E**STATEMENT OF CERTIFICATIONS AND ASSURANCES**

An individual responding in his or her individual capacity or legally empowered to contractually bind the Respondent must complete and sign the Statement of Certifications and Assurances below as required, and this signed statement must be included with the response as required by the Request for Qualifications.

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

1. The Respondent will comply with all of the provisions and requirements of the RFQ.
2. The Respondent will provide all specified goods or services as required by the contract awarded pursuant to this RFQ.
3. The Respondent accepts and agrees to all terms and conditions set out in the contract awarded pursuant to this RFQ.
4. The Respondent acknowledges and agrees that a contract resulting from the RFQ shall incorporate, by reference, all Response responses as a part of the contract.
5. The Respondent will comply, as applicable, 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 best of the undersigned's knowledge, information or belief, the information detailed within the Response to the RFQ is accurate.
7. The Response submitted to the RFQ was independently prepared, without collusion, and under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with the request or any potential resulting contract.
9. The Response submitted in response to the RFQ shall remain valid for at least 120 days subsequent to the date of the Response opening and thereafter in accordance with any contract pursuant to the RFQ.

By signature below, the signatory certifies legal authority to bind the responding entity to the provisions of this request and any contract awarded pursuant to it. The State may, at its sole discretion and at any time, require evidence documenting the signatory's authority to be personally bound or to legally bind the responding entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO DO SO BY THE ENTITY RESPONDING TO THIS RFQ.

SIGNATURE & DATE:

PRINTED NAME & TITLE:

LEGAL ENTITY NAME:

FEIN or SSN:

REFERENCE QUESTIONNAIRE

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

The Respondent will be responsible for obtaining completed reference questionnaires as required (refer to RFQ Attachment B, General Qualifications & Experience Items, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Proposal.

(Insert Reference Questionnaire on following page)

RFQ # 32101-15104 REFERENCE QUESTIONNAIRES

RESPONDENT NAME: RESPONDENT NAME (completed by respondent before reference is requested)

The "respondent name" specified above, intends to submit a response to the State of Tennessee in response to the Request for Qualifications (RFQ) indicated. As a part of such response, the respondent 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 respondent.

(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 Telephony services do/did the Contractor provide to your company or organization?

(4) What is the level of your overall satisfaction with the Contractor of the goods or services described above?

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

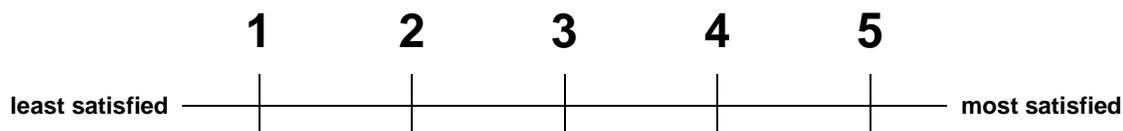
	1	2	3	4	5	
least satisfied						most satisfied

RFP # 32101-15104 PROPOSAL REFERENCE QUESTIONNAIRE — PAGE 2

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

- (5) If the Contractor participated in the transition of these services from one Contractor to another (as the receiving party or the transferring party), specify which by circling **receiving** or **transferring** and rate how well the Contractor performed the actions required to implement the transition on time.

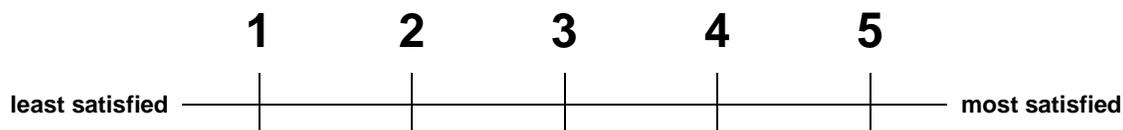
Please respond by circling the appropriate number on the scale below



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

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

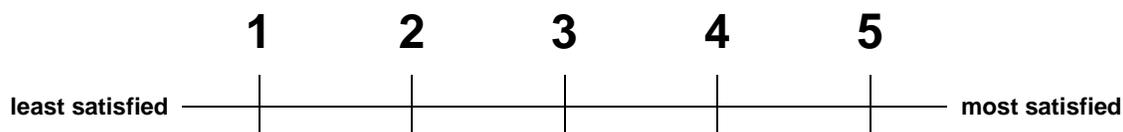
Please respond by circling the appropriate number on the scale below



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

- (7) What is the level of your satisfaction with the vendor'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?

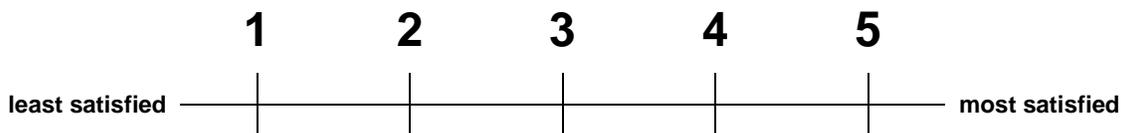
RFP # 32101-15104 PROPOSAL REFERENCE QUESTIONNAIRE — PAGE 3

(8) In what areas of goods or service delivery do/did the Contractor fall short?

(9) In what areas of goods or service delivery do/did the Contractor excel?

(10) Would you contract again with the vendor for the same or similar goods or services?

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



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:

ATTACHMENT G

RFQ # 32101-15104 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 RFQ.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
CENTRAL PROCUREMENT OFFICE
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Central Procurement Office("State") and **Contractor Legal Entity Name** ("Contractor"), is for the provision of Long Distance, Toll Free Calling Services, and ancillary telephone services, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

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

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

Contractor Edison Registration ID # **Number**

A. SCOPE:

- A.1.** The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2.** The purpose of Section A SCOPE is to establish a set of specifications for Long Distance and Toll Free Telephone Calling Services and other services, such as Audio Conferencing, that may be relevant to the aforementioned services.
- A.3.** Contractor requirements: The Contractor (Service Provider) is to document their experience and capability to provide Toll Free and Long Distance Calling Services by providing documentation of Network Ownership, Network Operations, Network Maps, Ability to work with other Carriers and Contractors, and any other material that is indicative of the Contractor's ownership and or control of facilities and switching equipment (remote geographic areas may be serviced via leasing or cooperative agreements with other carriers).
- A.4.** Toll Free and Long Distance:
- A.4.1.** Network Prompting: The calling party will receive an announcement/menu in the Contractors Network, offering options to the caller, which when selected, will determine the proper routing of the call (termination, additional announcements).
- A.4.2.** Network Informational Announcements: Ability for the State to provide informational announcements in the network.
- A.4.3.** PIN Numbers: The Contractor shall provide personal identification numbers (PINs) for user call security.
- A.4.4.** Call Blocking:
- A.4.4.1.** Block Originating Calls: The Contractor shall provide the capability for the State to block calls that originate from a specific area (State, NPA, NPA/NXX or Country) to a Toll Free number to prevent charges on a local call.
- A.4.4.2.** Local Call Blocking: Ability for the State to block local calls to a toll free number to prevent charges on a local call.
- A.4.5.** Pay Station (Coin Charge) Surcharge: The Contractor will service calls to a toll free number

that originates from a pay station.

A.4.5.1. Pay Station Block: The Contractor shall provide the capability to block calls from identified pay stations or, if specifically requested, from individual toll free numbers.

A.4.6. Call Routing;

A.4.6.1. Emergency Routing: Ability to change the routing in the event of a natural disaster, power outage or other service disruption (this is to be supported by switching sites and wire centers capable of continuous operation during a commercial power outage). Switching of the routing pattern must be accomplished within thirty (30) minutes of the emergency request. The Contractor may offer a Portal option for re-routes.

A.4.6.2. Originating/Geographic Routing: the terminating Toll Free number routing is determined by the location of the originating line. State, NPA, NPA/NXX and or ZIP Codes or country can define the originating number group.

A.4.6.3. Holiday Routing: Ability to enable the State to specify different routing for Holidays or Special Events

A.4.6.4. Time of Day/Day of Week Routing: Enables the State to route calls made to a single toll free number to terminate to a different local number dependent on the time of day.

A.4.6.5. Percentage Routing: enables the State to route calls to different terminations based on the percentage of the total calls that a termination wants to receive.

A.4.6.6. Alternate Termination Routing: The ability of the State to route calls to an alternate termination should the original termination be unable to complete the call (all lines busy or no answer).

A.4.6.7. Automatic Forwarding: Provide ability, in the event that a T-1 carrying service is unavailable, to automatically send Toll Free calls to a switched number for each Toll Free number supported by that T-1. This routing must support the ability to forward multiple Toll Free numbers to multiple switched Public Switched Telephone Network numbers.

A.4.7. Dialed Number Identification: Ability to receive calls dialed number identification (DNIS) to determine the toll free number that originator dialed (no cost to the State).

A.4.8. International Toll Free Call: Calling from selected countries. Ability for International and Domestic calls to be received on the same line.

A.4.9. Methods of Access: The Contractor will provide Long Distance calling services by two (2) methods of access; Dedicated and Switched Access. SIP access may be requested by the State during the term of this contract.

A.4.10. Automatic Call Termination: ability to automatically terminate calls over a predetermined duration. A minimum threshold will be determined.

A.4.11. Takeback-N-Transfer (TNT) and Two B Channel Transfer (TBCT): Provide TNT (T-1 24 channels) and or TBCT (23 B channels+ D) capabilities. Specify locations within the State where service is available.

A.4.12. Coverage outside Tennessee: Contractor is to identify where the same Toll Free number can be utilized from other countries, i.e. Canada, etc. must provide Toll Free Number access to callers from some countries without requiring a number change.

A.4.13. Coverage within Tennessee: Contractor must be able to provide Toll Free and Long Distance service to all counties within Tennessee. The Contractor is to provide network maps

showing coverage and network ownership of various segments.

A.5. Network Availability and Service Levels

A.5.1. Scheduled Downtime: All non-emergency maintenance is to be coordinated with OIR with at least fourteen (14) days advance notice prior to performing the scheduled downtime in order for the downtime not to be calculated into the monthly availability factor. The Contractor is to provide optional dates for scheduling downtime for maintenance operations. The preferred maintenance time period is 12:01AM through 6:00AM Central Standard Time.

A.5.2. Disaster Recovery Plan: Make available, upon request, the Disaster Recovery plans for catastrophic outages, such as power interruptions and circuit cuts.

A.5.3. Grade of Service: Contractor must provide a P .01 or better grade of service to all locations on the Contractor's network.

A.5.4. Voice Transmission: Contractor must provide, at all times, voice transmission quality measured at the State's interface(s) which is at or better than toll quality as defined within the ITU-T P .SOO specification with a MOS not below 4.0 or the ITU P.861 specification utilizing a PSQM value not in excess of 0.5.

A.5.5. Toll Free Service must be available 24 hours per day, every day of the year.

A.5.6. The Contractor's network shall have a minimum monthly network availability factor of 99.95%; based on a thirty (30) day month.

A.5.7. Security Management: the Contractor shall conform to the State's security policies and procedures to protect the network from unauthorized access, disruption or destruction. The Contractor should have a security management process that includes internal security audits, verification testing and monitoring.

A.6. Services

A.6.1. Orders for new toll-free telephone calling service, where terminating access is in place, shall be completed by the Contractor within three (3) business days. The Contractor's completion time frame for orders for toll-free telephone calling service involving customized routing or new terminating access will be determined at the time of the State's request.

A.6.2. Call Setup Time: Contractor must provide call setup within six (6) seconds. This is defined from the moment the Contractor receives the last digit of the dialed number to the point ringing is heard.

A.6.3. ISDN and SIP Support for Long Distance: Provide Support for ISDN Primary Rate Interface (PRI) T1's and if offered by the Contractor, support for Session Initiated Protocol (SIP). ISDN B channel bonding must be available on any PRI services offered.

A.6.4. ANI Support: Pass the Toll Free call's originating Automatic Number Identification (ANI) to the State's receiving switch to allow the State to route callers based on their telephone number. This applies only to Toll Free service provided over facilities utilizing ISDN Primary Rate Interface (PRI) or Session Initiated Protocol (SIP).

A.6.5. FAX Support: Provide support for incoming fax calls. If SIP is utilized, the Contractor's network must support ITU standards T.38 and or G.711 for Faxing.

A.6.6. Service Installation: For dedicated services, Contractor commits to installing Toll Free Number Service dedicated trunks within forty-five (45) days of Request for Service. In the event the Contractor cannot meet the installation date, the Contractor must notify the State in writing within ten (10) days of the Request for Service to establish a new installation date schedule.

For switched services and the installation of Toll Free numbers on dedicated trunks, the Contractor commits to installing Toll Free Number Service within five (5) Business Days of the Request for Service.

A.6.7.The Contractor will be required, when necessary and directed by the State, to work Directly with the State's premise/Centrex Contractor and/or local carrier to solve service problems. The Contractor may also be required to work directly with State end users.

A.6.8.The State uses Remedy to track trouble reporting incidents and resolution of these Incidents and for ordering and tracking. The State may expand this system to support service ordering and tracking of long distance calling service. This expansion for ordering and tracking will be Internet based.

A.6.9.For Toll Free calling the Contractor shall provide to the State the capability to modify or change termination sand feature parameters on existing toll free numbers. The Contractor will provide State personnel training on the usage of this customer control capability.

A.6.10.The Contractor shall add new numbers within four (4) Business days after the request from the State. Requests for deletion of an existing number shall be completed by the end of the next Business day following the request.

A.6.11. Extended Out of Service Conditions: The existence of an Out of Service condition for twenty-four (24) continuous hours (or more) shall allow the State, at its option, to terminate the affected Toll Free Number Service without termination liability or receive an Out of Service credit in an amount equal to the monthly recurring charge for the affected Toll Free Number Service for the month in which the outage occurred.

A.7.Audio Conferencing.

A.7.1. The Contractor will provide two options for Audio Conferencing. (a) a Basic capability consisting of the following: Reservationless, Domestic Toll Free Number, Bridge Capacity up to 25 participants, Unique Host Passcode, Participant PIN, Announce Attendees, Keep Attendees on Hold until Host Joins, Caller Muting by Host. (b) Feature rich Service A that augments the Basic Service consisting of the following options: Scheduled via Operator on-line, Local Access Phone Number, International Access Phone Number, Bridge Capacity of up to 300 participants, and Audio Recording.

A.8.Outages

A.8.1.The State shall designate outages as being either critical or non-critical and will be the sole determinant of whether an outage is critical or non-critical. An outage or a failure of required services may require the Contractor to send technical personal to a State location. The cost of this repair or maintenance service shall be borne by the Contractor.

A.8.2.A critical outage is an interruption in service where an emergency/urgent need exists. Technical support for a critical outage must be initialized within two (2) hours after notification regardless of the day of the week/year or time of day (twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year). The Contractor must provide a local Nashville, TN telephone number or toll-free telephone number for reporting critical outages After Normal Business Hours and on State holidays and/or Weekends. All critical outages shall be repaired no later than twenty-four (24) hours after notification from the State.

A.8.3.A non-critical outage is an interruption in service where an urgent need does not exist. Technical support for a non-critical outage must be initialized within twenty-four (24) hours after notification. Repairs may be scheduled or performed at the time the request is made by the State. Repairs may be accomplished, during the State's Normal Business Hours and must be completed to the satisfaction of the State.

A.8.4. It is the Contractor's responsibility to collect the following minimum information upon receiving an outage notification from the State:

A.8.4.1. Problem description

A.8.4.2. On-site point of contact information (State end user)

A.8.4.3. Critical or non-critical outage

A.8.5. Requests for emergency re-routes (change in termination) will be completed within one (1) clock hour. The hour will begin after the Contractor has received a previously tested, new terminating telephone number. The Contractor may offer a Portal option for re-routes. The Contractor is to describe or attach portal function, user capabilities and routing options for review and acceptance.

A.9. Service and Support

A.9.1. The Office for Information Resources, Data Networking and Telecommunications Division (OIR DNT) or the OIR Integrated Help Desk (OIR IHD) will contact the Contractor when technical support is required.

A.9.2. The Account Management Team is to be comprised of all initial points of contact for the successful management of the relationship between the State and the Contractor. It will be composed of both service and technical support personnel with the following representative titles:

A.9.2.1. Account Manager

A.9.2.2. Account Service Manager

A.9.2.3. Contractor Telephone Technical Support

A.9.2.4. Field Service Representative

A.9.2.5. Project Manager

A.9.3. The Contractor's contact information for the technical support team must be provided to the State upon contract award. If any individual from the Contractor's team leaves the Contractor's employ or is removed by the Contractor, the Contractor must provide a replacement within five (5) business days.

A.9.4. The Contractor's technical support team shall include a point of contact representative for each of the titles in A.9.2. At a minimum, the contact information required will include name, e-mail address, telephone number (local Nashville, TN number or toll-free number), mobile/cell number and fax number.

A.9.5. The Account Manager shall be responsible for all reporting and coordination of services, internally to the Contractor, with State personnel and other vendors required to resolve problems or otherwise required by the Contract.

A.9.6. The Contractor shall provide access to telephone technical support for all services including, but not limited to account management, troubleshooting service problems, technical advice on service implementation, suitability, or other requirements arising from the implementation or execution of the awarded contract. These services shall be available via telephone twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The Contractor may also be required to provide on-site technical support.

A.9.7. Contractor shall provide technical support to include, but not limited to, troubleshooting of hardware, software, and or service problems with the State analyst or the integrated Help Desk via telephone.

A.9.8. Technical Support Team

A.9.8.1. The technical support team must include and identify within five (5) days of the Contract Start Date, the point of contact, representative for each of the Contractor's management levels, including escalation procedure staff that are certified to provide services required for the contract. Provide the names, email addresses, telephone numbers and Fax numbers.

A.9.8.2. The Contractor must provide an escalation procedure such that technical support is available, as required by this contract, if any or all of the points of contact individuals are not available. Escalation procedure staff must be certified to provide services required for the Contract.

A.9.8.3. Escalation Procedures

A.9.8.3.1. If the problem or failure has not been corrected after two (2) business hours, the Contractor's Field Service Representative shall notify the Contractor's or Technical Assistance Center (TAC) Manager.

A.9.8.3.2. If the problem/failure has not been corrected after four (4) business hours, the Technical Assistance Center Manager will escalate the problem to the TAC escalations group. Escalations Group Support will commence immediately.

A.9.8.3.3. If the problem/failure cannot be resolved the same business day as dispatch of the Contractor Field Service Representative, Contractor escalation group will open a service request with Tier two or higher level of TAC.

A.9.8.3.4. Regional Contractor Management will communicate by telephone with the site operations manager on the problem disposition every two (2) business hours until the problem or failure is resolved.

A.9.8.4 Telephone Technical Support assistance shall be provided to the State via a local Nashville, Tennessee or a Toll Free number during normal business hours.

A.9.8.4.1. Business Hours: For the purposes of this specification the following applies:

A.9.8.4.1.1. A State business day or Normal Business Hours are defined a Monday through Friday 8:00 AM through 4:30 PM, except State Holidays.

A.9.8.4.1.2. After Normal Business Hours is defined a Monday through Thursday 4:31PM through 7:59AM, except State Holidays

A.9.8.4.1.3 Weekend is defined as Friday 4:31PM through Monday 7:59AM.

A.9.8.4.1.4. State Holidays are as designated by the State and defined as 8:00Am on the Holiday through 7:59AM the following day.

A.9.8.4.1.5. All references made to time in this specification refer to local time within the time zone of the State agency location (Central Standard Time/Daylight Savings Time or Eastern Standard Time/Daylight Savings Time).

A.9.9. The Contractor must maintain a solution for monitoring and reporting to the State, the progress of service requests, including service completion.

A.9.10. On-Line Technical Support. The Contractor shall provide the capability for the State to have access to on-line tools, such as databases, and technical assistance.

A.9.11. Telephone technical support directly from the Contractor is required when solving problems or failures of a technical nature.

A.9.12. Telephone support is required to obtain advice on service implementation, suitability or other technical requirements.

A.10. Reporting

A.10.1. Reporting Portal: The Contractor will provide a web based online portal with the capability of allowing access to any and all reporting requirements and associated data.

A.10.2. Traffic Reports: The Contractor shall provide compiled traffic statistics, and operational reports (Usage Detail Reports) as required. As a minimum the report shall include call detail, peak and overall traffic volume, calls blocked, and distribution of calls by area code or location.

A.10.3. Spend Reports: Upon request, or at a minimum quarterly, the Contractor shall furnish a Spend report delineating the amount of spend on each of the identified features and activities identified in this Contract. The format of the report shall be approved by the State.

A.10.4. Ad Hoc Reports: The State may on occasion request ad hoc reports from the Contractor regarding orders and services. These reports must be made available free of charge and provided within ten (10) business days of the request.

A.11. Transition Services;

A.11.1. Toll Free Calling Services:

A.11.1.1. Beginning-of-Contract Transition Services. If the current Contractor changes at the beginning of this Contract, the following shall apply:

A.11.1.1.1. The new Contractor shall provide the service of transitioning all Existing services from the previous Contractor at no additional cost to the State. The transition shall be completed within ninety (90) calendar days of the Contract start date.

A.11.1.1.2. The State will provide the new Contractor with a list of current toll-Free telephone numbers to be ported after notification of Contract award. The State will also provide the Contractor a Letter of Authorization that will enable the Contractor to work on the State's behalf to port the toll free numbers from one Contractor to the other. This list shall be complete and accurate and provided fourteen (14) days prior to the contract start date.

A.11.1.1.3 The new Contractor will also provide to the State, within two weeks Of the award, a plan/schedule for porting and establishing service under this contract. The plan/schedule must be acceptable to the State. The Contractor may be required to work with an Agency to work out details for individual installations of their specific toll free number.

A.11.1.2. End of Contract Transition Services. If the existing Contractor is not awarded the next contract the following shall apply:

A.11.1.2.1. The Contractor shall have a maximum transition period of ninety (90) calendar days, prior to the end of their current this Contract.

A.11.1.2.2. The Contractor shall continue to provide toll-free telephone calling services during the transition period in accordance with the pricing then in effect, until all transition tasks are completed.

A.11.1.2.3. The Contractor shall work with the newly awarded Contractor and the State, as required, to complete all transition tasks during the transition period, at no additional cost to the State.

A.11.1.2.4. The Contractor shall provide a comprehensive listing of all installed equipment, including type of equipment, location (address, building, etc.), and other pertinent information required for a satisfactory transition.

A.11.2. Long Distance (1+ Dialing):

A.11.2.1. If the current Contractor changes at the beginning of this contract, the Following shall apply:

A.11.2.1.1. The new Contractor shall provide a detailed plan for the transition of all current users within ten (10) business days of the award, including the Contractor's plans for Primary Interstate Carrier (PIC) changes with minimum service outage time, equipment delivery, and scheduling.

A.11.2.1.2. The State will provide the Contractor with an accurate list of possible dedicated locations and switched telephone numbers.

A.11.2.1.3. The Contractor shall provide the service of transitioning all existing services from the current contract holder at no additional cost to the State. The winning Contractor will pay any PIC change charges billed by the Local Exchange Carrier (LEC).

A.11.2.2. If the Contractor is not awarded the next contract, the following shall apply:

A.11.2.2.1. The Contractor shall provide the service of transitioning all existing services awarded from this contract to the next contract holder at no additional cost to the State.

A.11.2.2.2. The Contractor shall provide services during the transition period at Current contract prices on a month-to-month basis until the new contract holder is in place and all cutovers are completed. The transition period shall begin no more than ninety(90) days prior to the end of the current contract.

A.11.2.2.3. The Contractor shall provide a comprehensive listing of all installed Equipment, if any such equipment has been installed, including type of equipment, location (address, building, etc.), and other pertinent information required for a satisfactory transition.

A.12. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty general offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

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

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

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods

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

A.13. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. 1 TERM OF CONTRACT:

This Contract shall be effective on **February 1, 2016** ("Effective Date") and extend for a period of thirty-six (36) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

B. 2 Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Estimated Liability. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be seven million five hundred thousand dollars and zero cents (\$7,500,000.00) ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor. A separate line will be established for each instance where fees (including the Universal Service Fund), applicable taxes and surcharges may be invoiced. Real Property and Personal tax allocation will not be considered as part of the fees, applicable taxes and surcharges

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates for goods or services contained in the Contract and as authorized by the State in a total amount as set forth in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

b. The Contractor shall be compensated based upon the following payment methodology:

Line item of cost Description	Price
Long Distance (1 Plus) IntraLATA Dedicated Access	\$ / Minute
Long Distance (1 Plus) IntraLATA Switched Access	\$ / Minute
Long Distance (1 Plus) InterLATA Dedicated Access	\$ / Minute
Long Distance (1 Plus) InterLATA Switched Access	\$ /Minute
Long Distance (1 Plus) Interstate Switched Access	\$ /Minute
Long Distance (1 Plus) Interstate Dedicated Access	\$ /Minute
Long Distance (1 Plus) Canada Dedicated Access	\$ /Minute
Long Distance (1 Plus) Canada Switched Access	\$ /Minute
Long Distance (1 Plus) Mexico Dedicated Access	\$ /Minute
Long Distance (1 Plus) Mexico Switched Access	\$ /Minute
International Locations (1 Plus) Dedicated Access	\$ /Minute
Toll Free – Dedicated IntraLATA Minute	\$ /Minute
Toll Free – Dedicated InterLATA Minute	\$ /Minute
Toll Free – Switched IntraLATA Minute	\$ /Minute
Toll Free – Switched InterLATA Minute	\$ /Minute
Toll Free – Dedicated Interstate Minute	\$ /Minute
Toll Free – Switched Interstate Minute	\$ /Minute
Toll Free - Canada	\$ /Minute
Toll Free - Mexico	\$ /Minute
Toll Free – International, all others not listed, Maximum Rate Minute	\$ /Minute
Toll Free – International Number Fee	\$ per Toll Free Number Per month
PIN Numbers, Toll Free Number Fee	\$ per toll free Number per Month
PIN Numbers Toll Free Set – up or change Fee	\$ per instance per Toll Free number
Network Prompting Toll Free Number Fee	\$ per Toll Free Number per Month

Line item of cost Description	Price
Network Prompting Toll Free Call Fee	\$ per Call
Network Prompting Toll Free Set – Up or Change Fee	\$ per instance per Toll Free Number
Network Prompting Toll Free – speech recognition	\$ per Call
Local Call Blocking Toll Free Number Fee	\$ per Toll Free Number
Local Call Blocking Toll Free Call Fee	\$ per Call
Local Call Blocking Toll Free Set-Up or Change Fee	\$ per instance per Toll Free Number
Pay Station (coin charge) Surcharge Call Fee	\$ per Call
Toll Free Emergency Routing Set-Up or Change Fee	\$ per instance per Toll Free Number
Blocking Originating Calls Toll Free Number Fee	\$ per Toll Free Number per Month
Blocking Originating Calls Toll Free Set-Up or Change Fee	\$ per instance per Toll Free Number
Originating Routing Toll Free Number Fee	\$ per Toll Free Number per month
Toll Free Originating Routing Call Fee	\$ per Call
Toll Free Originating Routing or Change Fee	\$ per instance per Toll Free Number
Toll Free Holiday Toll Free Routing Number Fee	\$ per Toll Free Number per Month
Toll Free Holiday Routing Call Fee	\$ per Call
Toll Free Holiday Routing Set-Up or Change Fee	\$ per instance per Toll Free Number
Toll Free Percentage Routing Number Fee	\$ per Toll Free Number per Month
Toll Free Percentage Routing Call Fee	\$ per Call
Toll Free Percentage Routing Set-Up or Change Fee	\$ per instance per Toll Free Number
Day of Week/Time of Day Routing Toll Free Number Fee	\$ per Toll Free Number per Month
Day of Week/Time of Day Routing Toll Free Call Fee	\$ per Call
Day of Week/Time of Day Toll Free Set-Up or Change Fee	\$ per instance per Toll Free Number
Network Informational Announcements, Toll Free Number Fee	\$ per Toll Free Number per Month

Line item of cost Description	Price
Network Informational Announcements Toll Free Call Fee	\$ per Call
Network Informational Announcements Toll Free Set-Up or Change Fee	\$ per instance per Toll Free Number
Alternate Termination Routing Toll Free Number Fee	\$ per Toll Free Number per Month
Alternate Termination Toll Free Routing Call Fee	\$ per Call
Alternate Termination Toll Free Routing Set-up or Change Fee	\$ per instance per Toll Free Number
Installation of Toll Free ISDN PRI T1, 185 2 nd Ave. No. Nashville, TN	\$ per installation
Recurring Cost of Toll Free ISDN PRI T1, 185 2 nd Ave. No. Nashville, TN	\$ per month per PRI
Installation of Toll Free ISDN PRI T1, 2501 McGavock Pike, Nashville, TN	\$ per installation
Recurring Cost of Toll Free ISDN PRI T1, 2501 McGavock Pike, Nashville, TN	\$ per month per PRI
Installation of Toll Free ISDN PRI T1, 92 Weakley Lane, Smyrna, TN	\$ per installation
Recurring Cost of Toll Free ISDN PRI T1, 92 Weakley Lane, Smyrna, TN	\$ per month per PRI
Installation of Long Distance ISDN PRI T1, 901 5 th Ave. No. Nashville, TN	\$ per installation
Recurring Cost of Long Distance ISDN PRI T1, 901 5 th Ave. No. Nashville, TN	\$ per month per PRI
Installation of Long Distance ISDN PRI T1, 92 Weakley Lane, Smyrna, TN	\$ per installation
Recurring Cost of Long Distance ISDN PRI T1, 92 Weakley Lane, Smyrna, TN	\$ per month per PRI
Installation of Long Distance ISDN PRI T1, Rural Location	\$ maximum per installation
Recurring Cost Long Distance ISDN PRI T1, Rural Location	\$ maximum per month per PRI
Installation of Toll Free ISDN PRI T1, Rural Location	\$ maximum per installation
Recurring Cost Toll Free ISDN PRI T1, Rural Location	\$ maximum per month per PRI

Line item of cost Description	Price
Takeback-N-Transfer	\$ per Call
Takeback – N – Transfer monthly recurring charge	\$ per month
Takeback – N Transfer Setup Fee	\$ per setup
Automatic Number Identification (ANI)	\$ per Month
Automatic Number Identification	\$ per Call
Dialed Number Identification Service	\$ per Month
Audio Conferencing (minimum requirement) Set up	\$ per Month per Phone Number
Audio Conferencing (minimum requirement) Usage Fee	\$ per Minute
Audio Conferencing (Optional) Set up	\$ per month per Phone Number
Audio Conferencing (Optional) Usage Fee	\$ per minute
Web Conferencing up to 125 participants monthly Fee per setup	\$ per month
Web Conferencing Usage Fee	\$ per minute

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

C.5. Invoice Requirements

C.5.a. Electronic Billing Requirements.

- i. The State requires three (3) CD's (1 original and 2 duplicates) (or other type of Electronic billing approved by Billing Services) to be provided as invoicing to the Department of Finance and Administration, Billing Services by the 10th of the month at no additional charge to the State. The method of billing provided must be compatible for use with computer equipment (hardware and software) used by the State and must be operational.
- ii. Billing Services will assist in the formatting of such Electronic invoicing to ensure the proper information is in place. The Electronic invoicing shall be delivered each month in lieu of paper invoicing covering services on the contract.
- iii. The Electronic invoicing must provide all billing information of all usage associated with each request for service. The billing information on the Electronic invoice shall be matched with the contract line commodity codes or NIGP codes used by the State.
- iv. All charges based on the appropriate line commodity code or NIGP codes shall be presented on the Electronic invoicing and billed to the appropriate Request for Service (RFS) number and/or telephone number that incurred said charges.
- v. The format of the Electronic billing must be provided to Billing Services, in writing, within thirty (30) days of award of contract. Format of the Electronic invoicing is required to be in the

following billing records format for call charges. The format is not inclusive and additional fields or records may be required as determined by the State.

-Format of call records must include:

- 1) Account Number
 - 2) Billing Number
 - 3) Call Date
 - 4) Time of Call
 - 5) Duration of Call
 - 6) Call from City (for Long Distance outbound calling, this shall be "Call to City")
 - 7) Call from State (for Long Distance outbound calling, this shall be "Call to State")
 - 8) Call from Number (for Long Distance outbound calling, this shall be "Call to Number")
 - 9) Call Charges
 - 10) Commodity Code
- vi. At the bottom of the billing records, a summary record must be provided that summarizes the billing by commodity code/NIGP code and the amount billed to each commodity.
 - vii. Records that do not conform to the above criteria shall be rejected from the Electronic Billing received and must be credited to the State's account no later than the second consecutive month after the date of rejection.
 - viii. Rejected records can be resubmitted after correction no later than sixty (60) calendar days from the date of rejection by adding to the current month's Electronic invoice. The State will not accept corrections after June 30 (the State's fiscal year end) of any year. The corrected rejected charges must be identified as being previously rejected on a prior month.
 - ix. An operational sample of the Electronic Billing must be provided and approved by Billing Services as functional within ninety (90) calendar days of contract award.

C. 5.b. Billing/Invoices

- i. Invoices are to be sent to:

State of Tennessee
Department of Finance and Administration
Billing Services
20th Floor, WRS Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
- ii. If at any time the Contractor is unable to submit accurate information in the required format, Billing Services may, at its sole option, refuse payment of the Contractor's invoice, or may delay payments without penalty.
- iii. All requests for credits made ten (10) calendar days or more before the close of a billing cycle must be reflected on the next invoice. If the Contractor does not include the credits requested and due on the invoice, the State will deduct a like amount from future bills.

C.5.c. Contractor Invoicing Contact

Name:
Title:
Address:
Telephone Number:
Fax Number:
Email address:

This information shall be updated with Billing Services, when changes in personnel occur during the contract term.

C.5.d. Billing acceptance

Upon satisfactory completion of a ninety (90) calendar day billing acceptance period, the State shall issue written notification of billing acceptance. If the Contractor fails to gain Billing Service's acceptance within ninety (90) calendar days from contract award effective date, the State may

terminate the contract.

- C.6. Payment of Invoice.** A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- C.7. Invoice Reductions.** The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. Deductions.** The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation.** The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

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

The State:
 Richard Kotler
 Category Specialist
 Central Procurement Office
 WRS Tower, 3rd Floor
 312 Rosa L. Parks Ave. Nashville, TN 37
 Richard.Kotler@tn.gov
 (p) 615-253-4723

The Contractor:
Contractor Contact Name & Title

Contractor Name
 Address
 Email Address
 Telephone # Number
 FAX # Number

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

- D.3. Modification and Amendment.** This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials. The State's exercise of a valid Renewal Option or Term Extension does not constitute an amendment so long as there are no other changes to the Contract's terms and conditions.
- D.4. Subject to Funds Availability.** The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience.** The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least sixty (60) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause.** If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting.** The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest.** The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if

the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. Nondiscrimination.** The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants.** The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not:(i) a United States citizen;(ii) a Lawful Permanent Resident;(iii) a person whose physical presence in the United States is authorized;(iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records.** The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring.** The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the

Treasury, or their duly appointed representatives.

- D.13. Progress Reports.** The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance.** Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor.** The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16 Patient Protection and Affordable Care Act.** The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability.** The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability.** In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.
- D.19. Hold Harmless.** The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.

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

- D.20. HIPAA Compliance.** The State and Contractor shall comply with obligations under the Health

Insurance Portability and Accountability Act of 1996 (“HIPAA”), Health Information Technology for Economic and Clinical Health (“HITECH”) Act and any other relevant laws and regulations regarding privacy (collectively the “Privacy Rules”). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System (“TCRS”), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of “employee/employer” and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 –608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of

this certification; and

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

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

- D.24. Force Majeure.** “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor’s representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor’s performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance.** The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.26. Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101- 407.
- D.27. Entire Agreement.** This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties’ agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability.** If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings.** Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents.** Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor’s duties, responsibilities, and performance under this Contract, these items shall

govern in order of precedence below:

- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
- b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);
- c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
- d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
- e. any technical specifications provided to proposers during the procurement process to award this Contract; and,
- f. the Contractor's response seeking this Contract.

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

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

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

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

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

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

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

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

a. Commercial General Liability Insurance

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

b. Workers' Compensation and Employer Liability Insurance

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

The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

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

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2.. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information". Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

E.3. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in

the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of

Understanding ("MOU"), not an amendment.

- a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:
 - (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
 - (2) Any pricing related to the new lines, items, or options;
 - (3) The expected effective date for the availability of the new lines, items, or options; and
 - (4) Any additional information requested by the State.
- b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.
- c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
- d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

E.4. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFQ 32101-15104(Attachment 2) and resulting in this Contract.

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

- E.5. Prohibited Advertising or Marketing.** The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

- E.7. Intellectual Property.** The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

- E.8. Unencumbered Personnel.** The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employees, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.

- E.9. Survival.** The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

STATE AGENCY NAME:

NAME AND TITLE **DATE**

Pro forma ATTACHMENT 1**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<p>If the attestation applies to more than one contract, modify this row accordingly.</p> <p>SUBJECT CONTRACT NUMBER:</p>	
<p>CONTRACTOR LEGAL ENTITY NAME:</p>	
<p>FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)</p>	

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

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

*Pro forma ATTACHMENT 2****(Fill out only by selected Contractor)***

SAMPLE LETTER OF DIVERSITY COMMITMENT

(Company Letterhead/Logo)**(Address)****(Date)****(Salutation),**

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

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

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

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

_____ %.

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

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

Further, we commit to:

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

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

Regards,

(Company authority – signature and title)