



STATE OF TENNESSEE  
DEPARTMENT OF GENERAL SERVICES

BILL HASLAM  
GOVERNOR

ROBERT E. OGLESBY, AIA  
COMMISSIONER

AGENDA

**ADVISORY COUNCIL ON STATE PROCUREMENT MEETING #013**  
**THURSDAY, JANUARY 30, 2014 – 9:30 A.M.**  
**TN TOWER – 3<sup>rd</sup> FLOOR**  
**CONFERENCE CENTER NORTH - CONFERENCE ROOM E**

AGENDA ITEM	PAGE #
I. Call to Order and Approve Minutes from December 16, 2013 Meeting (see attached documentation)	1
II. Welcome to new Advisory Council Members: Michelle Lane, Rick Peppers, Terry Anderson	--
III. New Business  Proposed revisions to the following Central Procurement Office documents (see attached redline and clean versions of each):	
(1) Request for Proposals (RFP) Standard Template	6
(2) OIR Pre-Approval Endorsement Request	139
(3) Grant Management and Subrecipient Monitoring Policy and Procedures	146
(4) Proposed additions regarding Cooperative Purchase Agreements to Sections 4.1 and 6.7 of the <i>Procurement Procedures Manual of the Central Procurement Office</i>	170
IV. Other Business	--
V. Adjournment	--

CENTRAL PROCUREMENT OFFICE

312 ROSA L. PARKS AVENUE, 3RD FLOOR • NASHVILLE, TENNESSEE 37243  
(615) 741-1035 • FAX: (615) 741-0684 • WWW.TN.GOV/GENERALSERV/

**MINUTES OF DECEMBER 16, 2013  
MEETING**



STATE OF TENNESSEE  
DEPARTMENT OF GENERAL SERVICES

BILL HASLAM  
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ROBERT E. OGLESBY, AIA  
COMMISSIONER

MINUTES  
ADVISORY COUNCIL ON STATE PROCUREMENT MEETING #012  
MONDAY, DECEMBER 16, 2013 – 2:30 P.M.  
TN TOWER – 3<sup>RD</sup> FLOOR – CONFERENCE ROOM E  
CONFERENCE CENTER NORTH

Members in Attendance:

Mike Perry, Sondra Howe, Buddy Lea, Kelly Smith, Jason Mumpower, Melissa Kmiecik, Tommy Wheeler

Others in Attendance:

Shay Oliphant, Melinda Parton, Bryan Chriske, Don Ivancic, Shannon Howell, Jenny Young, Paul Krivacka, Mark Naftel, Kevin Bartels, Hannah Terry, Charlotte McKinney (State of Tennessee); Adam Jaynes, Baker Donelson.

- I. **Call to Order:** Mike Perry, Chief Procurement Officer and Advisory Council on State Procurement Chairman, officially called the meeting to order. He recognized that a quorum of members was present. Chief Procurement Officer Perry welcomed Mr. Tommy Wheeler as a new member to the Advisory Council (Council). Mr. Wheeler was appointed by Senator Bill Ketron and will serve a two-year term on the Council. He is a realtor and auctioneer for Durham Realty and Auction in Murfreesboro, Tennessee, and was a small business owner and operator for many years. We are pleased to have Mr. Wheeler's small business perspective and years of experience as a resource for the Council.

**Minutes from October 29, 2013 Meeting:** Chief Procurement Officer Perry stated that a correction was made to the attendee list in the minutes of the October 29, 2013 meeting to add Matt Thompson as an attendee and remove the duplicate appearance of Mark Choate's name on the attendee list. He then asked if there were any other corrections or changes to the minutes. Seeing none, a motion was made by Kelly Smith, Assistant Commissioner, Department of General Services, to accept the minutes as corrected. The motion was seconded by Tommy Wheeler, Durham Realty and Auction.

All members voted in favor – none opposed.

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- II. New Business:** Chief Procurement Officer Perry thanked the CPO Policy Review Subcommittee and the Comptroller's Office for their continued efforts to review and edit the Central Procurement Office templates that are on today's agenda. At this point, Chief Procurement Officer Perry turned the floor over to Paul Krivacka, Lead Attorney/Director of Category Management, Central Procurement Office, to discuss the following new business items:

Proposed revisions to:

(1) Contract Termination Request

Mr. Krivacka stated that edits included minor changes to the instructions, the approval box was changed from Finance and Administration (F&A) to the Chief Procurement Officer, and a line item was added for Requestor Contact Information.

Chief Procurement Officer asked for any additional comments or discussion. Seeing none, a motion was made by Buddy Lea, Assistant Commissioner, Department of Finance and Administration, to accept the Contract Termination Request as presented. The motion was seconded by Kelly Smith. All members voted in favor – none opposed.

(2) Solicitation Cancellation Request

Mr. Krivacka stated that this template was broadened to allow it to be used for a variety of solicitations other than the Request for Proposal. Also, the approval box was changed from Finance and Administration (F&A) to the Chief Procurement Officer, and a line item was added for Requestor Contact Information.

A motion was made by Buddy Lea to accept the Solicitation Cancellation Request as presented. The motion was seconded by Jason Mumpower, Chief of Staff, Comptroller's Office. All members voted in favor – none opposed.

(3) Limitation of Liability Request

Mr. Krivacka stated that this template is used to facilitate the approval process when the proposed limitation of contractor liability is an amount less than two times the value of the contract. He stated that the approval box was changed from Finance and Administration (F&A) to the Chief Procurement Officer, and a line item was added for Requestor Contact Information.

A motion was made by Jason Mumpower to accept the Limitation of Liability Request as presented. The motion was seconded by Kelly Smith. All members voted in favor – none opposed.

Chief Procurement Officer Perry requested a notation in the minutes that approval of limitation of liability of less than two times the contract amount is an item that should be included on standard reports given to the Procurement Commission.

(4) Nondiscrimination Language for Grant Models

Mr. Krivacka stated that this language was changed to be more generic in referencing the protected classes. Buddy Lea asked if this language applied only to religious organizations and Mr. Krivacka confirmed that was correct.

A motion was made by Kelly Smith to accept the Nondiscrimination Language for Grant Models as presented. The motion was seconded by Jason Mumpower. All members voted in favor – none opposed.

(5) HR Pre-Approval Endorsement Request

Mr. Krivacka stated that this template facilitates Human Resources (HR) approval of a contract or solicitation that HR has approval over and may include temporary or professional services. An instruction was added to clarify that this applies to any procurement regardless of dollar amount. Also, the language of documents required to be attached was updated to reflect changes in the models. Chief Procurement Officer Perry clarified that the intent is for the HR Pre-Approval Endorsement Request to be approved outside of Edison. After approval, the agency would scan the approved form and attach in Edison.

A motion was made by Kelly Smith to accept the HR Pre-Approval Endorsement Request as presented. The motion was seconded by Jason Mumpower. All members voted in favor – none opposed.

(6) E-Health Pre-Approval Endorsement Request

Mr. Krivacka stated that the E-Health Pre-Approval Endorsement Request applies to contracts with medical/mental health-related professional, pharmaceutical, laboratory, or imaging type services as a component of the scope of service. An instruction was added to clarify that this applies to any procurement regardless of dollar amount. Also, the language of documents required to be attached was updated to reflect changes in the models. Chief Procurement Officer Perry clarified that for professional services the E-Health Pre-Approval Endorsement Request would need to be approved outside of Edison. After approval, the agency would scan the approved form and attach in Edison.

A motion was made by Buddy Lea to accept the E-Health Pre-Approval Endorsement Request as presented by Mr. Krivacka. The motion was seconded by Jason Mumpower. All members voted in favor – none opposed.

(7) Deletion of Section 5.4.7 of the *Procurement Procedures Manual of the Central Procurement Office*

Mr. Krivacka stated that the deletion of Section 5.4.7 of the *Procurement Procedures Manual of the Central Procurement Office* is proposed because it is duplicative of Section 6.4 of the *Procurement Procedures Manual of the Central Procurement Office*.

A motion was made by Buddy Lea to delete Section 5.4.7 of the *Procurement Procedures Manual of the Central Procurement Office* as requested. The motion was seconded by Kelly Smith. All members voted in favor – none opposed.

**III. Other Business:** Chief Procurement Officer Perry asked for any new business that the Council needed to discuss and there was none.

**IV. Adjournment:** A motion for adjournment was made by Jason Mumpower and seconded by Kelly Smith. All members voted in favor – none opposed.

- **REQUEST FOR PROPOSAL (RFP)  
TEMPLATE**

**REDLINE COMPARISON TO 11/25/13  
VERSION**

## RFP REQUEST FOR PROPOSALS (RFP) STANDARD TEMPLATE

This template prescribes the format and content for a Request for Proposals (RFP). A RFP is a competitive solicitation used to award a contract based on Respondent qualifications, experience, technical approach and cost.

Documents of this type must adhere to this template with revisions only as instructions permit. Insignificant deviations from this template, while always a Rule Exception Request is required unless the deviation is immaterial; however, even immaterial deviations are subject to disapproval will typically not require a specific rule exception.

### APPROVAL INSTRUCTIONS

Each RFP must be approved for release in accordance with the instructions below. Approval is also required for any RFP amendment or RFP cancellation. For detailed guidance on contract approvals, see the Procurement Procedures Manual of the Central Procurement Office (CPO) at § 5.15.3. All references below to requisite Comptroller's Office submission and approvals should be followed only as applicable.

Procurement professionals should complete template fields and follow, replace, or otherwise address red instructional text (e.g., State Agency Name, amount, will/will not) as indicated, with appropriate font and color, with appropriate font and color. The standard RFP Template begins on the following page. Additional RFP instructions, considerations, and options follow the standard RFP Template.

### RFP CONTENTS

Revisions to the standard RFP template require an approved Rule Exception Request. The following optional terms may be included as applicable:

#### 1. INTRODUCTION

##### 1.1. Statement of Purpose

This section should be used to highlight the purpose of the procurement and not to detail specific contract requirements. Such requirements should be enumerated in the RFP Attachment 6.6., Pro Forma Contract, Scope of Services. All procurement specifications and scopes of work should be worded to permit free and open competition to the maximum extent reasonably practicable under the circumstances.

##### 1.4.1. RFP Number

Assign a RFP number consisting of:

- the 5-digit, procuring agency business unit code
- a unique, 5-digit, agency assigned number such that each RFP number will be different

Example: RFP # 31707-12345

##### 1.4.7. State Communications

Option: Additional Information.

Add a second paragraph to this section as appropriate (e.g., add text detailing a specific URL where the State will convey official, written responses and communications related to this RFP by Internet posting).

##### 1.4.9. Factual Data

**Option: Additional Data Disclaimer.**

Add the following as a second paragraph of this section as appropriate.

All statistical or fiscal data or information provided by the State in conjunction with this RFP, whether by way of exhibits, amendments or modifications to this RFP, are provided by the State "as is." The State expressly disclaims any warranty as to the accuracy or the adequacy of any statistical or fiscal data that it provides to Respondents. A Respondent's reliance upon the accuracy or adequacy of such data shall not be the basis of relief from contract performance or recovery of actual, consequential or punitive damages from the State.

**1.7. Pre-response Conference**

**Option: No Pre-response Conference.**

Delete the section (and re-number subsequent sections accordingly) as appropriate.

**Option: MANDATORY Pre-response Conference.**

The use of mandatory Pre-response Conferences can limit competition and therefore should only be used under exceptional circumstances. In the event a mandatory Pre-response Conference is needed, the first paragraph of this section should be revised as follows:

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is MANDATORY. A representative for the Respondent MUST identify themselves either telephonically or via a sign-in sheet if the Respondent attends in person.

Also, if the Pre-response Conference is mandatory add the following row to the RFP Attachment 6.2, Section A table:

A.#	Respondent's representative attended the mandatory Pre-response Conference.	
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**Option: Performance Bond Requirement.**

Procurement professionals should consider the advantages and disadvantages of requiring performance bonds and other risk mitigation requirements such as bid proposal bonds because these bonds may not be appropriate for all types of procurements. Procurement professionals should include performance bond requirements if necessary to mitigate risk when procuring equipment, technology, or services. Performance bonds are a three-party agreement between a surety company, a contractor, and the State. The bond provides a guarantee that the contractor will comply with the terms and conditions of the contract. If the contractor is unable to successfully perform the contract, the surety assumes the contractor's responsibilities and ensures that the project is completed. Although performance bonds may be beneficial for risky projects (e.g., projects requiring extensive software customization, system integration, etc.), these bonds can limit competition by excluding smaller firms (e.g., small, minority, women-owned, service disabled veteran-owned businesses). Smaller firms often have to pay substantially more to get a surety company to underwrite the bond. In deciding whether to require bid, proposal or performance bonds, procurement professionals should balance the need to mitigate performance risk against adverse effects of bond requirements on small businesses, competition or the prices the State will pay for goods and services, as well as any other considerations.

If a Performance Bond requirement is proposed:

- determine the performance bond amount by balancing the need to mitigate the risks involved in the given procurement and any adverse effects of bonding on small businesses, competition, or pricing;
- draft a model bond in form and substance acceptable to the State and attach it to the RFP, Attachment 6.6, Pre-Forma Contract, as a properly referenced attachment;
- provide documentation of legal counsel determination indicating that the proposed Performance Bond form is enforceable by the state;

- provide written justification, as may be required, that the bond requirement is warranted due to the unique circumstances of the procurement; AND
- add the model Performance Bond section below (or add similar text detailing the bond requirements) following the Notice of Intent to Respond section of the RFP (and re-number subsequent section(s) appropriately).

#### 1.#. ~~Performance Bond~~

~~The State shall require a performance bond upon approval of a contract pursuant to this RFP. The amount of the performance bond shall be a sum equal to WRITTEN DOLLAR AMOUNT (\$NUMBER), and said amount shall not be reduced at any time during the period of the contract.~~

~~The successful Respondent must obtain the required performance bond in form and substance acceptable to the State (refer to RFP Attachment 6.6, *Pro Forma Contract*, Attachment REFERENCE, Model Performance Bond) and provide it to the State no later than the performance bond deadline detailed in the RFP Section 2, Schedule of Events.~~

~~After contract award, the successful Respondent must meet this performance bond requirement by providing the State either:~~

- ~~a. a performance bond that covers the entire Contract period including all options to extend the Contract, or~~
- ~~b. a performance bond for the first, twelve (12) calendar months of the Contract in the amount detailed above, and, thereafter, a new or re-issued performance bond in the amount detailed above covering each subsequent twelve (12) calendar month period of the Contract. (In which case, the Contractor must provide the new (or re-issued) performance bonds to the State no later than thirty (30) days preceding each subsequent period of the Contract to be covered by the new (or re-issued) bond.)~~

~~The successful Respondent must make all necessary arrangements for the performance bond prior to the Contract start date and prior to any subsequent performance bond deadlines in the case of an annual performance bond. The Respondent is responsible for securing the services of any fidelity or guaranty underwriter.~~

~~The performance bond requirement set forth above is a material condition for the award of a contract or any renewal or extension of any contract that is awarded. The Respondent's/Contractor's failure to provide to the State a performance bond as required by RFP Section 2, Schedule of Events, shall entitle the State to exercise any and all rights it has in law or in equity. During the term of the Contract, the Respondent's/Contractor's failure to periodically provide to the State a new or re-issued performance bond, no later than thirty (30) days preceding each period of the Contract to be covered by the new or re-issued performance bond, shall entitle the State to exercise any and all rights it has in law or in equity.~~

## 2. ~~RFP SCHEDULE OF EVENTS~~

### 2.1. ~~RFP Schedule of Events (table)~~

~~The date instructions in the Schedule of Events table contemplate a contract award on a thirty (30) day schedule. The Request for Proposals process from issuance of the RFP to contract award will be in most cases at least thirty (30) business days.~~

~~Allot more days for each event as needed and where flexibility is allowed by the template instructions (indicated by ">" signs).~~

~~Revise the "time-zone" as appropriate.~~

~~Option: NO Pre-response Conference Event.~~

Delete the Pre-response Conference Event 3 from the schedule and re-number subsequent events as appropriate.

**Option: Oral Presentation Event.**

Complete and insert the following rows, in order and immediately after the response Deadline event. Re-number subsequent events as appropriate.

#. State Completes Written Technical response Evaluations		≥ 3 BUSINESS DAYS LATER
#. State Schedules Respondent Oral Presentation		≥ 1 BUSINESS DAYS LATER
#. Respondent Oral Presentation	8 a.m. – 4:30 p.m.	PERIOD BEGINNING ≥ 5 BUSINESS DAYS LATER

**Option: Performance Bond Event.**

Complete and insert the following row immediately after the Contractor Contract Signature Deadline event as appropriate.

#. Performance Bond Deadline	4:30 p.m.	≥ 1 BUSINESS DAY LATER
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**Option: RFP Negotiations.**

For CPO USE ONLY. Add the following after the Cost Proposal Deadline event, if applicable.

#. RFP Negotiations	4:30 p.m.	≥ 1 BUSINESS DAY LATER
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**3. RESPONSE REQUIREMENTS**

**3.2. Response Format**

**Option: Page Limitation**

Revise section 3.1.1.2. to add the following as appropriate.

A response should be economically prepared, with emphasis on completeness and clarity, and should NOT exceed \_\_\_ pages in length (maps, graphs, and charts included as an appendix will not count against this page limit). A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and all text must be at least a 12 point font. All response pages must be numbered.

Also add the following row to the RFP Attachment 6.2., Section A table if page limitations will be enforced as a mandatory requirement.

A.#.	Respondent's Technical Response must not exceed ___ pages in length and all text must be at least a 12 point font (maps, graphs, and charts included as an appendix will not count against this page limit)	
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**3.2. Response Delivery**

~~Respondents are required to provide to the State a sufficient number of Technical Response copy discs or USB flash drives to allow one copy for each Proposal Evaluation Team member.~~

~~Option: Additional Delivery Instructions.~~

~~Revise subsections, if necessary, to provide for additional instructions for labeling and submitting the Technical Response and Cost Proposal.~~

~~4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS~~

~~4.8. Disclosure of Response Contents~~

~~Option: Additional Disclosure Information.~~

~~Add the following to the end of sub-section 4.8.3, if it is requested by the procuring agency and approved by the Attorney General's Office. The Attorney General's Office's approval shall be submitted with the RFP review request.~~

~~The State agrees to protect, to the fullest extent permitted by state law, the confidentiality of information expressly identified by the Respondent as confidential and proprietary, including information that would allow a person to obtain unauthorized access to confidential information or to electronic information processing systems owned by or licensed to the State.~~

~~4.11. Contract Amendment~~

~~This standard section, as drafted, precludes Change Orders (i.e., a process for requiring and paying for work, not specified in the contract, without a contract amendment).~~

~~Option: Acceptable Alternative to Change Orders.~~

~~The RFP Contract Amendment section does not preclude the state from "locking-in" payment rates for any additional compensable units of goods or services. Therefore, if deemed appropriate, add the following sections to the *pro forma* contract Scope of Services:~~

~~#. Correction of Deficiencies. Any corrections of deficiencies relating to goods provided or services rendered and any investigation necessary to determine the source of such deficiencies shall be completed by the Contractor at no cost to the State.~~

~~AND...~~

~~#. Additional Compensable Units. The State may request, at its sole discretion, additional compensable units of goods or services, all of which shall be mutually agreed to by the State and the Contractor in writing. No amendment is required provided the total of all requested compensable units of goods or services does not increase the Maximum Liability under the Contract by more than \_\_\_\_ percent (\_\_\_\_%). Contractor compensation for any such additional compensable units of goods or services shall be based on the applicable "contingent," payment rates detailed in Section C.3 of this Contract.~~

~~AND...~~

~~#. Alternative or Additional Compensable Units. In accordance with section REFERENCE of this Contract, The State may request and the Contractor may agree to provide alternative or additional compensable units of goods or services. No amendment is required provided the total of all requested alternative or additional compensable units of goods or services does not increase the Maximum Liability under the Contract by more than \_\_\_\_ percent (\_\_\_\_%).~~

- i. Contractor compensation for alternative or additional goods delivered and deemed acceptable by the State or services performed by the Contractor and deemed satisfactory by the State shall be based on the compensable units detailed below and as approved by the State.

<u>SERVICE</u>	<u>COMPENSABLE UNITS</u>
DESCRIPTION OF GOODS OR SERVICES	\$ AMOUNT

- ii. The Contractor shall not be compensated for travel time related to delivery of goods or providing services except as otherwise set forth in this Contract.

**Option: Change Orders.**

**In general, Change Orders are only allowed due to exceptional circumstances unique to a particular procurement. Prior approval of the Chief Procurement Officer is required for incorporation of RFP and *pro forma* contract language permitting Change Orders.**

Any solicitation coordinator requesting to utilize a Change Order provision must justify its use in writing and submit this justification with the RFP review request.

At minimum, draft the solicitation document to specify all of the following:

- (1) appropriate RFP text permitting Change Orders within specified parameters — such as an additional paragraph at the end of RFP Section 4.11, as follows:

Notwithstanding the foregoing, *pro forma* contract section REFERENCE provides for limited change orders without a formal Contract Amendment upon the documented mutual agreement of the State and the Contractor.

- (2) a clear, comprehensive “change order” process description to be specified in the *pro forma* contract scope of services — such as an additional section at the end of the scope of services as follows:

A.#. The State may, at its sole discretion and with written notice to the Contractor, request changes in compensable units of goods or services that are necessary to the State, but were inadvertently unspecified in this Contract.

a. Change Order Process — After receipt of a written request for additional services from the State, the Contractor shall respond to the State, within ten (10) business days, with a written proposal for satisfying the State's request for additional compensable units of goods or services. The Contractor's proposal must specify:

- (1) the effect, if any, of implementing the requested changes on all other goods or services provided or to be provided under this Contract;
- (2) the specific effort involved in delivering the requested goods or completing the requested services;
- (3) the expected schedule for delivering the requested goods or completing the requested services;
- (4) with respect to services, the maximum number of person hours required for completing the requested services; and
- (5) with respect to goods, this maximum cost shall in no instance exceed the compensable units set forth in the Cost Proposal.

The Contractor shall not deliver goods or perform any additional services until the State has

approved the Contractor's proposal. The State shall indicate its approval of the Contractor's proposal by signing the same through an authorized State signatory. Once the proposal has been signed by the State, the proposal shall constitute a Memorandum of Understanding ("MOU") between the State and the Contractor and become a part of this Contract as though set forth verbatim therein.

- b. ~~MOU Performance~~ — After State approval of an MOU, the Contractor shall deliver the requested goods or complete the required services. The State shall determine, at its sole discretion, whether goods delivered are acceptable or services provided are satisfactorily completed.
- c. ~~MOU Compensation~~ — The State shall reimburse the Contractor for all goods delivered by the Contractor and accepted by the State or all services deemed by the State to have been satisfactorily performed by the Contractor. The State shall not be liable for any amount exceeding the Maximum Liability Amount specified by the approved MOU authorizing the delivery of goods or the rendering of services. After the State accepts the delivery of goods as conforming to specifications or that the services have been satisfactorily performed, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.

~~5. EVALUATION & CONTRACT AWARD~~

~~5.1. Evaluation Categories & Maximum Points~~

~~The total, maximum possible points should be expressed as a numerical score, e.g., "100" (or "1,000"), so that the relative percentage of importance or emphasis of each category is readily apparent. The weight of each category should correspond to the importance to the State of each criterion. The evaluation points assigned to the Cost Proposal may NOT be less than 30% of the total points.~~

~~Option: Oral Presentation Points — Example 1.~~

~~Replace the RFP Section 5.1. table with the following if an Oral Presentation requirement is proposed. Only include this section if the Oral Presentation will be evaluated as a separate evaluation category.~~

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	NUMBER
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	NUMBER

Oral Presentation (refer to RFP Attachment 6.2., Section D)	NUMBER ≤ 10% OF TOTAL POINTS
Cost Proposal (refer to RFP Attachment 6.3.)	NUMBER ≥ 30% OF TOTAL POINTS

## 5.2. Evaluation Process

### Option: Oral Presentation Points—Example 1.

~~The procuring state agency must maintain an accurate record of each Respondent's oral presentation session such that all pertinent dialogue between Proposal Evaluation Team members, technical advisers, and Respondents shall be reduced to writing or otherwise memorialized. Procurement Professionals should consider using a court reporter, video recording, or audio recording to memorialize the oral presentation.~~

Insert the following as sections 5.2.1.5., *et seq.* (and renumber current section 5.2.1.5. accordingly) if an Oral Presentation is required.

5.2.1.5. The RFP Coordinator will invite each apparently responsive and responsible Respondent to make an oral presentation.

5.2.1.5.1. The oral presentations are mandatory. The RFP Coordinator will schedule Respondent presentations during the period indicated by the RFP Section 2, Schedule of Events. The RFP Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent presentation schedule has been determined, the RFP Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.

5.2.1.5.2. Respondent presentations are only open to the invited Respondent, Proposal Evaluation Team members, the RFP Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.

5.2.1.5.3. Oral presentations provide an opportunity for Respondents to explain and clarify their responses. Respondents must not materially alter their responses and presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed during oral presentations.

5.2.1.5.4. The State will maintain an accurate record of each Respondent's oral presentation session. The record of the Respondent's oral presentation shall be available for review when the State opens the procurement files for public inspection.

5.2.1.5.5. Proposal Evaluation Team members will independently evaluate each oral presentation in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D.

5.2.1.5.6. The RFP Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D, and record that number as the score for Respondent's Technical Response section.

### Option: Oral Presentation No Points—Example 2.

~~The procuring state agency must maintain an accurate record of each Respondent's oral presentation session such that all pertinent dialogue between Proposal Evaluation Team members, technical advisers, and Respondents shall be reduced to writing or otherwise memorialized. Procurement Professionals should consider using a court reporter, video recording, or audio recording to memorialize the oral presentation.~~

Insert the following as sections 5.2.1.5., *et seq.*, (and renumber current section 5.2.1.5. accordingly) if an Oral Presentation is proposed:

5.2.1.5. The RFP Coordinator will invite each Respondent, who is apparently responsive and responsible, to make an oral presentation:

5.2.1.5.1. The RFP Coordinator will schedule Respondent presentations during the period indicated by the RFP Section 2, Schedule of Events. The RFP Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent presentation schedule has been determined, the RFP Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.

5.2.1.5.2. Respondent presentations are only open to the invited Respondent, Proposal Evaluation Team members, the RFP Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.

5.2.1.5.3. Oral presentations provide an opportunity for Respondents to explain and clarify their responses. Respondents must not materially alter their responses and presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed during oral presentations.

5.2.1.5.4. The State will maintain an accurate record of each Respondent's oral presentation session. The record of the Respondent's oral presentation shall be available for review when the State opens the procurement files for public inspection.

**Option: Oral Presentation Threshold Requirement.**

A threshold requirement should not be arbitrary and may require legal counsel recommendation.

Section 5.2.1.5. (above) may be revised to establish a minimum standard or threshold requirement that must be met before an invitation to make an Oral Presentation is extended by the State. The minimum standard or threshold requirement must be detailed in the RFP. See possible examples below:

**Option: Ranking**

The RFP Coordinator will invite the top {Insert NUMBER (#)} ranked Respondents to make an oral presentation. The ranking will be determined after the Technical Response score is totaled and ranked (e.g., 1 – the best evaluated ranking, etc.).

**Option: Percentile**

The RFP Coordinator will invite Respondents whose Technical Response scores have attained a combined score of {Insert NUMBER (#)}. This minimum score threshold represents a score of {Insert NUMBER (#)}%.

**Option: Clarifications and Negotiations.**

For CPO USE ONLY. Add the following section as 5.2.3. and renumber subsequent sections accordingly.

~~5.2.3. Clarifications and Negotiations: The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.~~

~~5.2.3.1. Clarifications: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify these issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.~~

~~5.2.3.2. Negotiations: The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.~~

~~5.2.3.3. Cost Negotiations: All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.~~

~~5.2.3.4. If the State determines that it is unable to successfully negotiate a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.~~

~~6.2. TECHNICAL RESPONSE & EVALUATION GUIDE ATTACHMENT - SECTION A~~

~~Option: A.4. Delete or revise this requirement as appropriate.~~

~~Option: A.5. Delete or revise this requirement as appropriate.~~

**Option: Cash Flow Information.**

Add the following row to the RFP Attachment 6.2., Section A table (after the template items) if the procuring agency chooses to review the subject, required evidence of contractor financial stability and responsibility.

A.#	Provide documentation disclosing the amount of cash flows from operating activities for the Respondent's most current operating period. Said documentation must indicate whether the cash flows are positive or negative, and, if the cash flows are negative for the most recent operating period, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.  NOTICE: All persons, agencies, firms, or other entities that	
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	<p>provide opinions regarding the Respondent's financial status <u>must</u> be properly licensed to render such opinions. The State may require the Respondent to submit proof that the person or entity who renders an opinion regarding the Respondent's financial status is licensed, including the license number or state in which the person or entity is licensed.</p>	
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**Option: Certificate of Insurance.**

Add the following row to the RFP Attachment 6.2., Section A table (after the template items) ONLY IF a Certificate of Insurance is considered necessary evidence of contractor financial responsibility. (Specifying insurance requirements in the *pro forma* contract does not necessitate adding this optional response requirement.)

Add, delete, or revise subsections detailing insurance coverage requirements as appropriate. (If this response requirement item is added to the RFP, the appropriate Insurance provision must be detailed in the *pro forma* contract. The insurance coverage requirements specified in both the RFP and the *pro forma* contract must be the same.)

A.#	<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> <ul style="list-style-type: none"> <li>(a) Name of the Insurance Company</li> <li>(b) Respondent's Name and Address as the Insured</li> <li>(c) Policy Number</li> <li>(d) The following minimum insurance coverages: <ul style="list-style-type: none"> <li>(i) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) per occurrence for employers' liability;</li> <li>(ii) Comprehensive Commercial General Liability (including personal injury and property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) per occurrence and WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) aggregate;</li> <li>(iii) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) per occurrence; and</li> <li>(iv) Professional Malpractice Liability with a limit of not less than WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) per claim.</li> </ul> </li> <li>(e) The following information applicable to each type of insurance coverage: <ul style="list-style-type: none"> <li>(i) Coverage Description;</li> <li>(ii) Exceptions and Exclusions;</li> <li>(iii) Policy Effective Date;</li> <li>(iv) Policy Expiration Date; and</li> <li>(v) Limit(s) of Liability.</li> </ul> </li> </ul>	
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**Option: Audited Financial Statements.**

Add the following row to the RFP Attachment 6.2, Section A table (after the template items) ONLY IF the anticipated contract amount is  $\geq$  \$1,000,000.00 AND extraordinary effort to assure contractor financial responsibility is appropriate.

A.#	<p>Provide the Respondent's most recent independent audited financial statements.— Said independent audited financial statements <u>must</u>:</p> <ol style="list-style-type: none"> <li>(1) reflect an audit period for a fiscal year ended within the last 36 months</li> <li>(2) be prepared with all monetary amounts detailed in United States currency;</li> <li>(3) be prepared under United States Generally Accepted Accounting Principles (US GAAP);</li> <li>(4) include the auditor's opinion letter, financial statements; and the notes to the financial statements; and</li> <li>(5) be deemed, in the sole discretion of the C.P.A. employed by the State and charged with the financial document review of the Respondent, to reflect sufficient financial stability to undertake the subject contract with the State if awarded pursuant to this RFP.</li> </ol> <p>NOTES:</p> <ul style="list-style-type: none"> <li>* Reviewed or Compiled Financial Statements will not be deemed responsive to this requirement and will <u>not</u> be accepted.</li> <li>* All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status <u>must</u> be properly licensed to render such opinions.— The State may require the Respondent to submit proof that the person or entity who renders an opinion regarding the Respondent's financial status is licensed, including the license number or state in which the person or entity is licensed.</li> </ul>
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**Option: Audited Financial Statements—Line of Credit Option.**

~~Privately held companies may not respond to a RFP if there is a risk that their audited financial statements will be available for public review. Therefore, requiring audited financial statements (as detailed above) without an alternative to this requirement could limit competition or involvement by privately held companies.~~

~~The procuring agency should weigh the impact of the financial statement requirement on competition versus the state's need to reasonably determine the financial stability/responsibility of Respondents and whether a suitable alternative to a financial statement is available.~~

Insert the following paragraph before the "NOTES" in the optional audited financial statements requirement text (above) if appropriate:

~~OR, in lieu of the aforementioned independent audited financial statements, provide a financial institution's letter of commitment for a general Line of Credit in the amount of **WRITTEN AMOUNT  $\geq$  ONE MILLION DOLLARS (\$NUMBER AMOUNT)**, U.S. currency, available to the Respondent.— Said letter must specify the Respondent's name, be signed and dated within the past three (3) months by an authorized agent of the financial institution, and indicate that the Line of Credit shall be available for at least **PERIOD  $\geq$  6 MONTHS**.~~

**Option: Audited Financial Statements—Additional Requirement.**

Add the following sentence at the end of the second bulleted note in the optional audited financial statements requirement text ONLY IF the procuring agency's legal counsel recommends it in writing.

Any attest or review of the financial status of a Tennessee corporation must be rendered by an accountant or accounting firm licensed or otherwise specifically permitted to provide an attest or review by the Tennessee Board of Accountancy.

**Contingent Requirement: Performance Bond Confirmation.**

Add the following row to the RFP Attachment 6.2., Section A table ONLY IF a Performance Bond is proposed.

A.#	Provide a statement confirming that, if awarded a contract pursuant to this RFP, the Respondent shall deliver a Performance Bond to the State in accordance with the requirements of this RFP. The statement must be signed by an individual with legal authority to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it.	
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**Option: Additional Mandatory Requirements.**

Typically, each mandatory requirement item must be drafted such that it is capable of being objectively determined on a "yes/no" basis. Do not include a mandatory requirement that entails a response that should or must be more subjectively evaluated. Qualitative evaluation should not be required to determine whether the response was reasonable and adequate to satisfy each mandatory requirement.

Do not include an arbitrary mandatory requirement. Procuring agency staff may be asked to provide evidence that a proposed mandatory requirement is not arbitrary or capricious (e.g., information from an independent, authoritative source indicating that the proposed criteria is a reasonable standard; a recommendation signed by the the procuring agency's legal counsel explaining why the proposed requirement is not arbitrary and capricious; etc.).

Add mandatory requirement items to the RFP Attachment 6.2., Section A table (after the template items) as appropriate.

**6.2. TECHNICAL RESPONSE & EVALUATION GUIDE ATTACHMENT – SECTION B**

**General Qualifications & Experience**

The entire set of General Qualification & Experience items detailed in the template for this section MUST be evaluated together as indicated.

RFP Attachment 6.2., Section B and the methodology for evaluating responses may NOT be revised except to add new evaluation items.

**B.17. References**

**Option: Revised Reference Requirements.**

Do not assume automatic approval of any revision of the template text.

Revise the number of required references as appropriate. Revise the template text, as appropriate, to detail an alternate process for obtaining and evaluating references. Any such revision must be exactly detailed and clearly uniform in application with all Respondents.

**6.2. TECHNICAL RESPONSE & EVALUATION GUIDE ATTACHMENT – SECTION C**

**Technical Qualifications, Experience & Approach**

The total, maximum possible points should be expressed as a numerical score, e.g., "100" (or "1,000"), so that the relative percentage of importance or emphasis of each category is readily apparent. The weight of each category should correspond to the importance to the State of each criterion.

Do NOT assume automatic approval of proposed Evaluation Factors. Procuring agency staff may be required to justify and explain in detail the basis for each proposed Evaluation Factor.

Assign Evaluation Factors such that the Point Scale Score for each item will be weighted to reflect the relative importance of the item to the other evaluation items within the section.

If all evaluation items in the section are to be considered (weighted) equally, specify "1" as the Evaluation Factor for each item.

~~Option: C.1. Delete or revise this requirement as appropriate.~~

~~Option: C.2. Delete or revise this requirement as appropriate.~~

~~Option: C.3. Delete or revise this requirement as appropriate.~~

~~Option: Additional Technical Qualifications, Experience & Approach Items. Add evaluation items to the RFP Attachment 6.2, Section C table so that the state has the best possible information upon which to make a contractor selection.~~

~~Option: 6.2. TECHNICAL RESPONSE & EVALUATION GUIDE ATTACHMENT – SECTION D~~

~~The total, maximum possible points should be expressed as a numerical score, e.g., "100" (or "1,000"), so that the relative percentage of importance or emphasis of each category is readily apparent. The weight of each category should correspond to the importance to the State of each criterion.~~

~~Do NOT assume automatic approval of proposed Evaluation Factors. Procuring agency staff may be required to justify and explain in detail the basis for each proposed Evaluation Factor.~~

~~Add RFP Attachment 6.2, Section D (next page) if oral presentation points are proposed.~~

~~Assign Evaluation Factors such that the Point Scale Score for each item will be weighted to reflect the relative importance of the item to the other evaluation items within the section. If all evaluation items in the section are to be considered (weighted) equally, specify "1" as the Evaluation Factor for every item.~~

**RFP ATTACHMENT 6.2. SECTION D**

**TECHNICAL RESPONSE & EVALUATION GUIDE**

~~SECTION D: ORAL PRESENTATION. The Respondent must address ALL Oral Presentation Items (below).~~

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

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

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

**RESPONDENT LEGAL ENTITY NAME:**

Oral Presentation Items	Item Score	Evaluation Factor	Raw Weighted Score
D.1. ORAL PRESENTATION TOPIC OR QUESTION TO BE ADDRESSED		NUMBER	
D.2. REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES AND WEIGHTS AS NECESSARY		NUMBER	

RESPONDENT LEGAL ENTITY NAME:	
<b>Total Raw Weighted Score</b> <i>(sum of Raw Weighted Scores above):</i> The RFP Coordinator will use this sum and the formula below to calculate the score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.	
$\frac{\text{total raw weighted score}}{\text{maximum possible raw weighted score}} \times \text{RFP § 5.1. NUMBER} = \text{SCORE:}$ <i>(i.e., 5 x the sum of item weights above)</i>	= SCORE: <i>(maximum section score)</i>
<i>State Use— Evaluator Identification:</i>	
<i>State Use— RFP Coordinator Signature, Printed Name &amp; Date:</i>	

**6.3. COST PROPOSAL & SCORING GUIDE ATTACHMENT**

Each cost item must clearly specify the associated, applicable compensable units of goods or services. While the cost item description should stipulate the applicable compensable units of goods or services, it should also be specified within each blank cost cell. Examples: \$ \_\_\_ / hour, or \$ \_\_\_ / each, etc.

The Cost Proposal format should not require calculations by Respondents.

The Cost Proposal & Scoring Guide (and the associated *pro forma* contract payment methodology) must be drafted such that NO Respondent proposes a cost equal to zero. This is critical if the cost proposal evaluation formula is to mathematically result in rational numbers as cost proposal scores. (In some instances, it might be necessary to require a minimum proposed amount for one or more compensable units.)

**EVALUATION FACTORS** — A factor associated with each cost item is used to foster reasonable, competitive pricing for all compensable units and to prevent Respondents from offering prices with the intent of gaming the evaluation model but not resulting in the best overall cost to the state. The use of Evaluation Factors should also result in a more appropriate consideration of each cost item in terms of its relative impact upon the total cost to the State under any contract awarded pursuant to the RFP. Typically, all Evaluation Factors must be based upon:

- historic data relating to the number of the associated compensable units previously bought by the state for a comparable period; OR
- the procuring state agency's reasoned projection of the actual number of each compensable unit that the state will buy under during the entire contract period (including all renewals or extensions of the contract).

If one or more milestone or other lump sum type payment amounts are included in the mix of cost items, the logical Evaluation Factor for each milestone or lump sum cost item should typically be "1" since each payment amount would be remitted only one time.

Do NOT assume automatic approval of proposed Evaluation Factors. Procuring agency staff may be required to justify and explain in detail the basis for each proposed Evaluation Factor.

Option: Cost Proposal Format Default — ONE Payment Rate Per Cost Item (static or CPI-escalated).

Use the default Cost Proposal schedule if the Respondents must offer only one rate per compensable unit for the entire contract period (with or without rate escalation provisions are detailed in the *pro forma* contract).

**Option: Cost Proposal Format – Unit or Temporal Rate Payments (proposed by period).**

Use the following table if Respondents must offer rates for one or more compensable units for each of several specified periods of the contract.

**Option: Cost Proposal Schedule**

If it is beneficial to the State, the number of days that the Cost Proposal shall remain valid may be revised to a number not less than thirty (30) days.

RFP ATTACHMENT 6.3.

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

**COST PROPOSAL SCHEDULE**—The Cost Proposal, detailed below, shall indicate the proposed price for providing goods or services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma Contract*, 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 RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

**ADDITIONAL REQUIREMENTS FOR COMPLETING PROPOSED COST (I.E., MINIMUM AMOUNT, "BLANK" CELLS, ETC.)**

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

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

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

<b>RESPONDENT SIGNATURE:</b>	
<b>PRINTED NAME &amp; TITLE:</b>	
<b>DATE:</b>	



RESPONDENT LEGAL ENTITY NAME:	Proposed Cost						State-Use-ONLY		
	DATE— DATE	DATE— DATE	DATE— DATE	DATE— DATE	DATE— DATE	DATE— DATE	Sum	Evaluation Factor	Evaluation-Cost (sum x factor)
DESCRIPTION	\$ /UNIT		NUMBER						
REPEAT AS NECESSARY	\$ /UNIT		NUMBER						
REPEAT AS NECESSARY	\$ /UNIT		NUMBER						
REPEAT AS NECESSARY	\$ /UNIT		NUMBER						
REPEAT AS NECESSARY	\$ /UNIT		NUMBER						
<p><b>TOTAL EVALUATION-COST AMOUNT</b> (sum of evaluation-costs above):</p> <p>The RFP Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.</p> $\frac{\text{lowest evaluation-cost amount from all proposals}}{\text{evaluation-cost amount being evaluated}} \times \text{RFP \$ 5.4 NUMBER (maximum possible score)} = \text{SCORE}$									
<p>State Use — RFP Coordinator Signature, Printed Name &amp; Date:</p>									

**Option- Cost Proposal Format--No Evaluation Factors Column**

In those instances where the relative importance of ALL cost items is equal (for example, if contract payments will be only based on milestone/lump sum type payments in which the sum of all of the cost items would equal the anticipated cost of the contract), all Evaluation Factors would equal "1." Towards that end, it is acceptable to draft the cost proposal format without the preamble notice relating to Evaluation Factors, without the Evaluation Factor column, or the Sum and Evaluation Factor columns.

**Option- Cost Proposal & Scoring Guide.**

Revise the Cost Proposal & Scoring Guide detailed in the template, as appropriate, to direct Respondents to complete a protected spreadsheet ("protected" so that Respondents may only insert proposed cost as required) provided by the State along with the RFP in lieu of completing the cost proposal table illustrated in the guide.

**6.4. REFERENCE QUESTIONNAIRE ATTACHMENT**

**Option- Questionnaire Revision.**

Add, delete, or revise questionnaire items as appropriate to the subject procurement so that the State has the best possible information upon which to make a contractor selection.

**6.5. SCORE SUMMARY MATRIX ATTACHMENT**

Replace the RFP Attachment 6.5. table with the following replacement table ONLY IF points will be allocated for the Oral Presentation.

SCORE SUMMARY MATRIX			
	RESPONDENT NAME	RESPONDENT NAME	RESPONDENT NAME
GENERAL QUALIFICATIONS & EXPERIENCE (maximum - 5.1 NUMBER)			
EVALUATOR NAME			
EVALUATOR NAME			
REPEAT AS NECESSARY			
	AVERAGE:	AVERAGE:	AVERAGE:

TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: § 5.1- NUMBER)				
EVALUATOR NAME				
EVALUATOR NAME				
REPEAT AS NECESSARY				
	AVERAGE:		AVERAGE:	AVERAGE:
ORAL PRESENTATION (maximum: § 5.1- NUMBER)				
EVALUATOR NAME				
EVALUATOR NAME				
REPEAT AS NECESSARY				
	AVERAGE:		AVERAGE:	AVERAGE:
COST PROPOSAL (maximum: § 5.1- NUMBER)	SCORE:		SCORE:	SCORE:
TOTAL RESPONSE EVALUATION SCORE: (maximum: NUMBER)				
RFP Coordinator Signature, Printed Name & Date:				

**6.6. RFP FORM CONTRACT ATTACHMENT**

Draft the pro-forma contract in accordance with the current FA Type, Fee For Service Contract Model (or another current model as appropriate):

**Option: Disclaimer for Government Entity Contracts.**

Add the following optional text to the attachment cover page if deemed appropriate:

if the contract is awarded to a governmental entity established pursuant to Tennessee Code Annotated and separate and apart from the State (e.g., a human resource agency, a developmental district, etc.), the standard terms and conditions of the contract shall be revised accordingly.

## APPROVAL INSTRUCTIONS

~~Each RFP document must be approved for release in accordance with the instructions below. Approval is also required for any amendment or cancellation. Complete the RFP as required by this template. To prevent additional delays, any approved Rule Exception Requests, endorsements, justifications, or other required approvals must be submitted with the RFP review request. Submit the proposed RFP at least 20 days before the desired RFP release date. (Notwithstanding compliance with this deadline, circumstances may necessitate a delay of the release date.) The RFP draft should be submitted via e-mail to: [Agsprrs@tn.gov](mailto:Agsprrs@tn.gov) or to the CPO contact assigned to the procuring agency as a digital file in DOC format. Each draft must:~~

~~Procurement professionals should submit the RFP draft at least 20 business days before the desired RFP release date. (Notwithstanding compliance with this deadline, circumstances may necessitate a delay of the release date.) To prevent additional delays, any approved Rule Exception Requests, endorsements, justifications, or other required approvals must be submitted with the RFP draft. If there are any questions as to whether a Rule Exception Request is required, consult CPO staff for guidance. The RFP draft should be submitted via e-mail to: [Agsprrs@tn.gov](mailto:Agsprrs@tn.gov) as a digital file in DOC format and copy to: [COT.CPO@cot.tn.gov](mailto:COT.CPO@cot.tn.gov). Each draft must:~~

1. be clearly marked as "REVIEW DRAFT"
2. specify a number indicating the draft version;
3. highlight all deviations from the template language; and
4. highlight any changes between draft versions that may be necessary prior to release.
  - CPO staff will: (a) review the draft and confer with procuring agency staff by means of e-mailed review notes and redrafts; and (b) e-mail the proposed document to Comptroller staff when the CPO review is completed.
  - Comptroller staff will: (a) review the draft and confer directly with CPO staff and copy procuring agency staff by means of review notes and redrafts exchanged by e-mail; and (b) e-mail pre-approval notice to both the CPO staff, and procuring agency staff if applicable, when the latest draft appears acceptable for release.

## PUBLICATION INSTRUCTIONS

Upon Comptroller approval, prepare the RFP for public release by removing any highlighting, changing all text to an appropriate color, and removing any draft version number or other extraneous notations. On the business day before the date approved for public solicitation, e-mail the RFP prepared for public release to the CPO contact assigned to the procuring agency and to the Comptroller so that CPO staff can post the digital document(s) on the Internet as appropriate. The ~~document documents~~ presented for publication must consist of one or more (clearly and logically separated component) digital files in PDF ~~or and~~ DOC format. If previously approved, the cost proposal attachment may be presented for publication in XLS, spreadsheet format.

ALWAYS confirm that each document is properly posted for public review on the ~~Central Procurement Office~~CPO's website. If, for any reason, a RFP is not properly published to the Internet, it may be necessary for the State to revise the approved RFP schedule of events to add additional time before the Q&A and Respondent deadlines.



STATE OF TENNESSEE  
STATE AGENCY NAME

**REQUEST FOR PROPOSALS  
FOR  
BRIEF SERVICEGOODS OR SERVICES CAPTION**

**RFP # NUMBER**

**RFP CONTENTS**

- SECTIONS:**
- 1. INTRODUCTION

2. RFP SCHEDULE OF EVENTS
3. RESPONSE REQUIREMENTS
4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS
5. EVALUATION & CONTRACT AWARD

**ATTACHMENTS:**

- 6.1. Response Statement of Certifications & Assurances
- 6.2. Technical Response & Evaluation Guide
- 6.3. Cost Proposal & Scoring Guide
- 6.4. Reference Questionnaire
- 6.5. Score Summary Matrix
- 6.6. *Pro Forma Contract*

## 1. INTRODUCTION

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The State of Tennessee, STATE AGENCY NAME, hereinafter referred to as "the State," has issued this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State's process for evaluating responses and selecting a contractor to provide the needed goods or services.

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

### 1.1. Statement of Procurement Purpose

BRIEF, HIGH-LEVEL EXPLANATION OF GOODS OR SERVICES SOUGHT OR A SUMMARY OF THE PROBLEM TO BE ADDRESSED. INCLUDE FURTHER INFORMATION ABOUT INITIATIVE, SUMMARY BACKGROUND INFORMATION, ETC. AS NEEDED. DO NOT ASSUME THAT DETAILED SPECIFICATIONS (WHICH SHOULD BE SET OUT IN THE *PRO FORMA* CONTRACT SCOPE), WILL BE APPROVED FOR THIS SECTION. INCLUDE SUMMARY BACKGROUND INFORMATION ONLY AS NEEDED.

- 1.1.2. ONLY IF APPLICABLE AND IF THE MAXIMUM LIABILITY IS NOT INCLUDED IN THE *PRO FORMA* CONTRACT, INCLUDE INFORMATION REGARDING THE TOTAL ESTIMATED PURCHASE BY AGENCIES OF STATE GOVERNMENT FOR THE CURRENT CONTRACT PERIOD, IF APPLICABLE, AND FOR THE CONTRACT PERIOD OF THE CONTRACT AWARDED PURSUANT TO THIS RFP. (SEE TENN. CODE ANN. § 12-3-305).

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

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

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

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

### 1.3. Nondiscrimination

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

### 1.4. RFP Communications

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

**RFP # RFP NUMBER**

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

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

NAME  
STATE AGENCY NAME  
STREET ADDRESS  
TELEPHONE NUMBER  
E-MAIL ADDRESS  
OTHER APPROPRIATE INFORMATION IF ANY

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

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small businesses as well as general, public information relating to this RFP (visit [www.tn.gov/businessopp/](http://www.tn.gov/businessopp/) for contact information); and
- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

NAME  
STATE AGENCY NAME  
STREET ADDRESS  
TELEPHONE NUMBER  
E-MAIL ADDRESS  
OTHER APPROPRIATE INFORMATION IF ANY

1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.

1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.

1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section REFERENCE).

1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: INSERT CURRENT CPO WEBSITE

1.4.8. The State reserves the right to determine, at its sole discretion, the appropriate appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.

1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

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

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

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

1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").

1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

#### 1.7. **Pre-Response Conference**

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

The conference will be held at:

ADDRESS/LOCATION

OTHER APPROPRIATE INFORMATION IF ANY

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section REFERENCE and on the date detailed in the RFP Section 2, Schedule of Events.

#### 1.8. **Notice of Intent to Respond**

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events,

prospective Respondents should submit to the RFP 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

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

#### 1.9. Response Deadline

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

## 2. RFP SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFP Issued		DATE
2. Disability Accommodation Request Deadline	2:00 p.m.	≥ 3 BUSINESS DAYS LATER
3. Pre-response Conference	TIME	≥ 1 BUSINESS DAY LATER
4. Notice of Intent to Respond Deadline	2:00 p.m.	≥ 1 BUSINESS DAY LATER
5. Written "Questions & Comments" Deadline	2:00 p.m.	≥ 3 BUSINESS DAYS LATER
6. State Response to Written "Questions & Comments"		≥ 3 BUSINESS DAYS LATER
7. Response Deadline	2:00 p.m.	≥ 5 BUSINESS DAYS LATER
8. State Completion of Technical Response Evaluations		≥ 3 BUSINESS DAYS LATER
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	1 BUSINESS DAY LATER
10. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	1 – 3 BUSINESS DAYS LATER
11. <u>Contract Signing</u> <u>State sends contract to Contractor</u> <u>for signature</u>		8 BUSINESS DAYS LATER
12. Contractor Contract-Signature Deadline	2:00 p.m.	1 – 5 BUSINESS DAYS LATER

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

### 3. RESPONSE REQUIREMENTS

#### 3.1. Response Form

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

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

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

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

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

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

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

### 3.2. Response Delivery

- 3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP.
- 3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.
  - 3.2.2.1. One (1) original Technical Response paper document labeled:
 

**“RFP # RFP NUMBER TECHNICAL RESPONSE ORIGINAL”**

and WRITTEN NUMBER (NUMBER) digital 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:

**“RFP # RFP NUMBER TECHNICAL RESPONSE COPY”**

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response document and any digital copies may result in the State rejecting the proposal as non-responsive.
  - 3.2.2.2. One (1) original Cost Proposal paper document labeled:
 

**“RFP # RFP NUMBER COST PROPOSAL ORIGINAL”**

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

**“RFP # RFP NUMBER COST PROPOSAL COPY”**

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.
- 3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:
  - 3.2.3.1. The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:
 

**“DO NOT OPEN... RFP # RFP NUMBER TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”**
  - 3.2.3.2. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

**“DO NOT OPEN... RFP # RFP NUMBER COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”**

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

**“RFP # RFP NUMBER SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”**

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

RFP SOLICITATION COORDINATOR NAME  
STATE AGENCY NAME  
STREET ADDRESS  
OTHER APPROPRIATE INFORMATION IF ANY

### 3.3. Response & Respondent Prohibitions

- 3.3.1. A response must not include the Respondent's proposed alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested by the in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement with any other Respondent between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.
- 3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, incorrect any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.
- 3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.
- 3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part

of their responses (provided that the subcontractor does not also submit a response as a prime contractor).

3.3.8. The State may ~~shall~~ not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For these purposes, of this RFP:

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

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

3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

~~3.3.8.4. This RFP is also subject to Tennessee Code Annotated, Section 12-4-101.~~

#### 3.4. **Response Errors & Revisions**

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

#### 3.5. **Response Withdrawal**

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

#### 3.6. **Additional Services**

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

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

#### 3.7. **Response Preparation Costs**

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

#### 4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

##### 4.1. RFP Amendment

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

##### 4.2. RFP Cancellation

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

##### 4.3. State Right of Rejection

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

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

##### 4.4. Assignment & Subcontracting

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

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

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

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

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

##### 4.5. Right to Refuse Personnel or Subcontractors

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

#### 4.6. Insurance

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

#### 4.7. Professional Licensure and Department of Revenue Registration

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.
- 4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

#### 4.8. Disclosure of Response Contents

- 4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after technical responses are opened.
- 4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

#### 4.9. Contract Approval and Contract Payments

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

- 4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.
- 4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract start date or after the Contract end date.
- 4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma Contract*, Section C).
- 4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

#### 4.10. Contractor Performance

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

#### 4.11. Contract Amendment

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

#### 4.12. Severability

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

#### 4.13. Next Ranked Respondent

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

## 5. EVALUATION & CONTRACT AWARD

### 5.1. Evaluation Categories & Maximum Points

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

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
<b>General Qualifications &amp; Experience</b> (refer to RFP Attachment 6.2., Section B)	NUMBER
<b>Technical Qualifications, Experience &amp; Approach</b> (refer to RFP Attachment 6.2., Section C)	NUMBER
<b>Cost Proposal</b> (refer to RFP Attachment 6.3.)	NUMBER $\geq$ 30% OF TOTAL POINTS

### 5.2. Evaluation Process

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

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

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

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

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

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP,

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

- 5.2.1.4. For each response evaluated, the RFP Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
- 5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not to meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2. **Cost Proposal Evaluation.** The RFP Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.3. **Total Response Score.** The RFP Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

### 5.3. Contract Award Process

- 5.3.1 The RFP Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.
- 5.3.3. ~~The State reserves the right to make an award without further discussion of any response.~~ 5.3.4. ~~\_\_\_\_\_~~ The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

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

- ~~5.3.5.~~ 5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign ~~said~~ the contract ~~no later than the Contract Signature by the Contractor Signature~~ Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed contract by ~~the~~ this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.
- ~~5.3.6.~~ 5.3.5. 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 evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

5.3.7-5.3.6 If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the RFP Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

**RFP # RFP-NUMBER STATEMENT OF CERTIFICATIONS AND ASSURANCES**

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

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

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma Contract* for the total contract period.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma Contract*.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Respondent will comply with:
  - (a) the laws of the State of Tennessee;
  - (b) Title VI of the federal Civil Rights Act of 1964;
  - (c) Title IX of the federal Education Amendments Act of 1972;
  - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
  - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

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

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

SIGNATURE:

\_\_\_\_\_

PRINTED NAME & TITLE:

\_\_\_\_\_

DATE:

\_\_\_\_\_

RESPONDENT LEGAL ENTITY  
NAME:

\_\_\_\_\_

RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (or  
SSN):

\_\_\_\_\_

### TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i> ).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses ( <u>refer to RFP Section 3.3.</u> ).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a sub-contractor) ( <u>refer to RFP Section 3.3.</u> ).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest ( <i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict.  NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide 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.	
	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 <u>positivesatisfactory</u> credit rating for the Respondent (NOTE: A credit bureau	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	A.#.	REPEAT MANDATORY REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES AS NECESSARY	
	A.#.	REPEAT MANDATORY REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES AS NECESSARY	
State Use – <del>RFP</del> <u>Solicitation</u> Coordinator Signature, Printed Name & Date:			

## RFP ATTACHMENT 6.2. — SECTION B

## TECHNICAL RESPONSE &amp; EVALUATION GUIDE

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

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

## RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: <ul style="list-style-type: none"> <li>(a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;</li> <li>(b) a description of the scope and portions of the goods each subcontractor will <del>cause to be delivered or</del> <u>involved in the delivery of goods or performance of the services</u> each subcontractor will perform; <u>and</u></li> <li>(c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.</li> </ul>
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail <u>all</u> of the following: <ul style="list-style-type: none"> <li>(a) 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;</li> <li>(b) a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises <u>certified by the Governor's Office of Diversity Business Enterprise</u>, including the following information: <ul style="list-style-type: none"> <li>(i) contract description and total value</li> <li>(ii) contractor name and ownership characteristics (i.e., ethnicity, gender, disability)</li> <li>(iii) contractor contact and telephone number;</li> </ul> </li> <li>(c) an estimate of the level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises in a contract awarded to the Respondent pursuant to this RFP, including the following information: <ul style="list-style-type: none"> <li>(i) participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics — <b>PERCENTAGES ONLY — DO NOT INCLUDE DOLLAR AMOUNTS</b>)</li> <li>(ii) descriptions of anticipated contracts</li> <li>(iii) names and ownership characteristics (i.e., ethnicity, gender, disability) of anticipated subcontractors and supply contractors anticipated; and</li> </ul> </li> <li>(d) the percent of the Respondent's total current employees by ethnicity, gender, and handicap or disability.</li> </ul> <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 sub-contractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does</p>

## RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		business with enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises and who offers a diverse workforce to meet service needs.
	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 <u>five (5-)</u> year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract <u>term/period</u>; and</p> <p>(e) the contract number.</p> <p>NOTES:</p> <ul style="list-style-type: none"> <li>▪ 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.</li> <li>▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.</li> </ul>
	B.17.	<p>Provide customer references from individuals (who are <u>not</u> current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> <li>▪ two (2) of the larger accounts currently serviced by the Respondent, <u>and</u></li> <li>▪ three (3) completed projects.</li> </ul> <p>All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which <u>must</u> be used and completed as required, is detailed at RFP Attachment 6.4. References that are not completed as required will be considered non-responsive and will not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining the fully completed reference questionnaires, and for including them within the Respondent's sealed Technical Response. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below.</p> <p>(a) "Customize" the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Respondent's name, and make <u>exact</u> duplicates for completion by references.</p> <p>(b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope.</p> <p>(c) Instruct the person that will provide a reference for the Respondent to:</p> <ol style="list-style-type: none"> <li>(i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using an <u>exact</u> duplicate of the document);</li> <li>(ii) sign <u>and</u> date the completed, reference questionnaire;</li> <li>(iii) seal the completed, signed, and dated, reference questionnaire within the envelope provided;</li> <li>(iv) sign his or her name in ink across the sealed portion of the envelope; and</li> <li>(v) return the sealed envelope containing the completed reference questionnaire 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).</li> </ol> <p>(d) <u>Do NOT open the sealed references upon receipt.</u></p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>NOTES:</p> <ul style="list-style-type: none"> <li>▪ 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.</li> <li>▪ The State will not review more than the number of required references indicated above.</li> <li>▪ 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.</li> <li>▪ The State is under <u>no</u> obligation to clarify any reference information.</li> </ul>
	<b>B.#.</b>	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES AS NECESSARY
		<p><b>SCORE (for <u>all</u> Section B—Qualifications &amp; Experience Items above):</b>  <i>(maximum possible score = RFP § 5.1. NUMBER)</i></p>
State Use – Evaluator Identification:		

**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH.** The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

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

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

The RFP 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 Raw Weighted Score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		NUMBER	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		NUMBER	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		NUMBER	
	C.#.	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY		NUMBER	
	C.#.	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY		NUMBER	
	C.#.	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY		NUMBER	
	C.#.	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY		NUMBER	
	C.#.	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY		NUMBER	
	C.#.	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY		NUMBER	
	C.#.	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY		NUMBER	
	C.#.	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY		NUMBER	
	C.#.	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY		NUMBER	
	C.#.	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY		NUMBER	
	C.#.	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY		NUMBER	
	C.#.	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY		NUMBER	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		REFERENCES & WEIGHTS AS NECESSARY			
	C.#.	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY		NUMBER	
	C.#.	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY		NUMBER	
<i>The RFP 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>					<b>Total Raw Weighted Score:</b> <i>(sum of Raw Weighted Scores above)</i>
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum Possible Raw Weighted Score}}$ <i>(i.e., 5 x the sum of item weights above)</i>		<b>X RFP § 5.1. NUMBER</b> <i>(maximum possible score)</i>		<b>= SCORE:</b>	
<i>State Use – Evaluator Identification:</i>					
<i>State Use – RFP Solicitation Coordinator Signature, Printed Name &amp; Date:</i>					

**COST PROPOSAL & SCORING GUIDE**

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

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

**ADDITIONAL REQUIREMENTS FOR COMPLETING PROPOSED COST (I.E., MINIMUM AMOUNT, "BLANK" CELLS, ETC.)**

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

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

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

<b>RESPONDENT SIGNATURE:</b>			
<b>PRINTED NAME &amp; TITLE:</b>			
<b>DATE:</b>			
<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Cost Item Description</b>	<b>Proposed Cost</b>	<b>State Use Only</b>	
		<b>Evaluation Factor</b>	<b>Evaluation Cost (cost x factor)</b>
DESCRIPTION	\$ / UNIT	NUMBER	
REPEAT AS NECESSARY	\$ / UNIT	NUMBER	
REPEAT AS NECESSARY	\$ / UNIT	NUMBER	
REPEAT AS NECESSARY	\$ / UNIT	NUMBER	
REPEAT AS NECESSARY	\$ / UNIT	NUMBER	
REPEAT AS NECESSARY	\$ / UNIT	NUMBER	
REPEAT AS NECESSARY	\$ / UNIT	NUMBER	
REPEAT AS NECESSARY	\$ / UNIT	NUMBER	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
	/ UNIT		
REPEAT AS NECESSARY	\$ / UNIT	NUMBER	
REPEAT AS NECESSARY	\$ / UNIT	NUMBER	
REPEAT AS NECESSARY	\$ / UNIT	NUMBER	
REPEAT AS NECESSARY	\$ / UNIT	NUMBER	
REPEAT AS NECESSARY	\$ / UNIT	NUMBER	
<p align="center"><b>EVALUATION COST AMOUNT</b> (sum of evaluation costs above):</p> <p>The RFP Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.</p>			
<p><b>lowest evaluation cost amount from all proposals</b></p> <hr/> <p><b>evaluation cost amount being evaluated</b></p>			<p><b>x RFP § 5.1. NUMBER = SCORE:</b> (maximum section score)</p>
<p><i>State Use – RFP Solicitation Coordinator Signature, Printed Name &amp; Date:</i></p>			

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

## RFP # NUMBER REFERENCE QUESTIONNAIRE

**REFERENCE SUBJECT:** RESPONDENT NAME (completed by Respondent before reference is requested)

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

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

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

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

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

<b>NAME:</b>	
<b>TITLE:</b>	
<b>TELEPHONE #</b>	
<b>E-MAIL ADDRESS:</b>	

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

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

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

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
least satisfied						most satisfied

## RFP # NUMBER REFERENCE QUESTIONNAIRE — PAGE 2

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

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

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



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

RFP # NUMBER REFERENCE QUESTIONNAIRE — PAGE 3

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

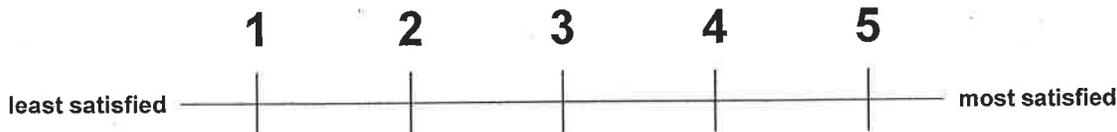
*Please respond by circling the appropriate number on the scale below.*



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

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

\_\_\_\_\_

## SCORE SUMMARY MATRIX

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
<b>GENERAL QUALIFICATIONS &amp; EXPERIENCE</b> (maximum: § 5.1. NUMBER)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH</b> (maximum: § 5.1. NUMBER)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>COST PROPOSAL</b> (maximum: § 5.1. NUMBER)	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	
<b>TOTAL RESPONSE EVALUATION SCORE:</b> (maximum: NUMBER)						
<i>RFP Solicitation</i> Coordinator Signature, Printed Name & Date:						

**RFP # RFP NUMBER PRO FORMA CONTRACT**

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

**PRO FORMA CONTRACT  
DRAFTED IN COMPLIANCE WITH CURRENT APPLICABLE MODEL**

## **RFP INSTRUCTIONS, CONSIDERATIONS, and OPTIONS**

The following pages contain additional RFP Instructions, Considerations, and Options. Replace or modify the Standard RFP Template by including the following content as appropriate. Content included as a paragraph with a line before it is intended to provide additional instructional guidance. Content included with a box around it is intended to be inserted into the standard RFP Template.

### **1.1. Statement of Purpose**

This section should be used to highlight the purpose of the procurement and not to detail specific contract requirements. Such requirements should be enumerated in RFP Attachment 6.6., Pro Forma Contract, Scope of Services. All procurement specifications and scopes of work should be worded to permit free and open competition to the maximum extent reasonably practicable under the circumstances.

### **1.3. Nondiscrimination**

#### **Option: Exception for religious organizations.**

Replace the standard Nondiscrimination language with the following for religious organizations.

### **1.3. Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the basis of any classification protected by Federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

### **1.4.1. RFP Communications**

Assign a RFP number consisting of:

- the 5-digit, procuring agency business unit code
- a unique, 5-digit, agency-assigned number such that each RFP number will be different

Example: RFP # 31707-12345

### **1.4.9. Factual Data**

#### **Option: Additional Data Disclaimer.**

Add the following as a second paragraph of this section as appropriate:

All statistical or fiscal data or information provided by the State in conjunction with this RFP, whether by way of exhibits, amendments or modifications to this RFP, are provided by the State "as is." The State expressly disclaims any warranty as to the accuracy or the adequacy of any statistical or fiscal data that it provides to Respondents. A Respondent's reliance upon the accuracy or adequacy of such data shall not be the basis of relief from contract performance or recovery of actual, consequential or punitive damages from the State.

### **1.7. Pre-response Conference**

#### **Option: No Pre-response Conference.**

Delete the section (and re-number subsequent sections accordingly) as appropriate.

**Option: MANDATORY Pre-response Conference.**

The use of mandatory Pre-response Conferences can limit competition and therefore should only be used under exceptional circumstances, and requires an approved Rule Exception Request. In the event a mandatory Pre-response Conference is needed, the first paragraph of this section should be revised as follows:

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is MANDATORY. A representative for the Respondent MUST identify themselves either telephonically or via a sign-in sheet if the Respondent attends in person.

Also, if the Pre-response Conference is mandatory add the following row to the RFP Attachment 6.2., Section A table:

<u>A.#.</u>	<u>Respondent's representative attended the mandatory Pre-response Conference.</u>
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**Option: Performance Bond Requirement.**

Procurement professionals should consider the advantages and disadvantages of requiring performance bonds because these bonds may not be appropriate for all types of procurements. Procurement professionals should include performance bond requirements if necessary to mitigate risk when procuring equipment, technology, or services. Performance bonds are a three-party agreement between a surety company, a contractor, and the State. The bond provides a guarantee that the contractor will comply with the terms and conditions of the contract. If the contractor is unable to successfully perform the contract, the surety assumes the contractor's responsibilities and ensures that the project is completed. Although performance bonds may be beneficial for risky projects (e.g., projects requiring extensive software customization, system integration, etc.), these bonds can limit competition by excluding smaller firms (e.g., small, minority, women owned, service disabled veteran owned businesses). Smaller firms often have to pay substantially more to get a surety company to underwrite the bond. In deciding whether to require performance bonds, procurement professionals should balance the need to mitigate performance risk against adverse effects of bond requirements on small businesses, competition or the prices the State will pay for goods and services, as well as any other considerations.

If a Performance Bond requirement is proposed:

- determine the performance bond amount by balancing the need to mitigate the risks involved in the given procurement and any adverse effects of bonding on small businesses, competition, or pricing;
- prepare a bond in form and substance acceptable to the CPO and attach it to the RFP, Attachment 6.6., Pro Forma Contract, as a properly referenced attachment;
- provide documentation of legal counsel determination to the CPO indicating that the proposed Performance Bond form is enforceable by the state;
- provide written justification to the CPO that the bond requirement is warranted due to the unique circumstances of the procurement; AND
- add the model Performance Bond section below following the Notice of Intent to Respond section of the RFP (and re-number subsequent section(s) appropriately.

**1.#. Performance Bond**

The State shall require a performance bond upon approval of a contract pursuant to this RFP. The amount of the performance bond shall be a sum equal to WRITTEN DOLLAR AMOUNT (\$NUMBER), and said amount shall not be reduced at any time during the period of the contract.

The successful Respondent must obtain the required performance bond in form and substance acceptable to the State (refer to RFP Attachment 6.6., Pro Forma Contract, Attachment REFERENCE, Model Performance Bond) and provide it to the State no later than the performance bond deadline detailed in the RFP Section 2, Schedule of Events.

After contract award, the successful Respondent must meet this performance bond requirement by providing the State either:

- a. a performance bond that covers the entire Contract period including all options to extend the Contract, or
- b. a performance bond for the first twelve (12) calendar months of the Contract in the amount detailed above, and, thereafter, a new or re-issued performance bond in the amount detailed above covering each subsequent twelve (12) calendar month period of the Contract. (In which case, the Contractor must provide the new (or re-issued) performance bonds to the State no later than thirty (30) days preceding each subsequent period of the Contract to be covered by the new (or re-issued) bond.)

The successful Respondent must make all necessary arrangements for the performance bond prior to the Contract start date and prior to any subsequent performance bond deadlines in the case of an annual performance bond. The Respondent is responsible for securing the services of any fidelity or guaranty underwriter.

The performance bond requirement set forth above is a material condition for the award of a contract or any renewal or extension of any contract that is awarded. The Respondent's/Contractor's failure to provide to the State a performance bond as required by RFP Section 2, Schedule of Events, shall entitle the State to exercise any and all rights it has in law or in equity. During the term of the Contract, the Respondent's/Contractor's failure to periodically provide to the State a new or re-issued performance bond, no later than thirty (30) days preceding each period of the Contract to be covered by the new or re-issued performance bond, shall entitle the State to exercise any and all rights it has in law or in equity.

## 2. RFP SCHEDULE OF EVENTS

### 2.1. RFP Schedule of Events (table)

The Request for Proposals process from issuance of the RFP to contract award will be in most cases at least thirty (30) business days.

Revise the "time zone" as appropriate.

The standard RFP Schedule of Events is copied below for easy reference:

<u>EVENT</u>	<u>TIME</u> <u>(central time zone)</u>	<u>DATE</u> <u>(all dates are state business days)</u>
<u>1. RFP Issued</u>		
<u>2. Disability Accommodation Request Deadline</u>	<u>2:00 p.m.</u>	
<u>3. Pre-response Conference</u>	<u>TIME</u>	
<u>4. Notice of Intent to Respond Deadline</u>	<u>2:00 p.m.</u>	
<u>5. Written "Questions &amp; Comments" Deadline</u>	<u>2:00 p.m.</u>	
<u>6. State Response to Written "Questions &amp; Comments"</u>		
<u>7. Response Deadline</u>	<u>2:00 p.m.</u>	
<u>8. State Completion of Technical Response Evaluations</u>		
<u>9. State Opening &amp; Scoring of Cost Proposals</u>	<u>2:00 p.m.</u>	
<u>10. State Notice of Intent to Award Released and</u>	<u>2:00 p.m.</u>	

RFP Files Opened for Public Inspection		
11. State sends contract to Contractor for signature		8 BUSINESS DAYS LATER
12. Contractor Contract Signature Deadline	2:00 p.m.	

**Option: NO Pre-response Conference Event.**

Delete the Pre-response Conference Event 3 from the schedule and re-number subsequent events as appropriate.

**Option: Oral Presentation Event.**

Complete and insert the following rows, in order and immediately after the Response Deadline event. Re-number subsequent events as appropriate.

#. State Schedules Respondent Oral Presentation		
#. Respondent Oral Presentation	8 a.m. - 4:30 p.m.	

**Option: Negotiations.**

For CPO USE ONLY. Add the following after the Cost Proposal Deadline event, if applicable.

#. Negotiations (Optional)	4:30 p.m.	
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**Option: Performance Bond Deadline.**

Complete and insert the following row immediately after the Contractor Contract Signature Deadline event as appropriate.

#. Performance Bond Deadline	4:30 p.m.	
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**3. RESPONSE REQUIREMENTS**

**3.1. Response Form**

**Option: Technical Response Page Limitation**

Replace section 3.1.1.2. with the following (revise specific documents that will be exempted from page limitation count as appropriate):

A Technical Response should be economically prepared, with emphasis on completeness and clarity, and should NOT exceed \_\_\_\_\_ pages in length (maps, graphs, charts, as noted and included as an appendix will not count against this page limit). A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and all text must be at least a 12 point font. All response pages must be numbered.

Also, if page limitations will be a mandatory requirement, add the following row to the RFP Attachment 6.2., Section A table:

A.#.	Respondent's Technical Response must not exceed _____ pages in length and all text must be at least a 12 point font (maps, graphs, and charts included as an appendix will not count against this page limit)	
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**3.2. Response Delivery**

Request respondents to provide to the State a sufficient number of Technical Response copy discs or USB flash drives to allow one copy for each Proposal Evaluation Team member.

**Option: Additional Delivery Instructions.**

Revise subsections, if necessary, to provide for additional instructions for labeling and submitting the Technical Response and Cost Proposal.

**3.3.8. Response & Respondent Prohibitions**

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

**4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS****4.8. Disclosure of Response Contents****Option: Additional Disclosure Information.**

Add the following to the end of sub-section 4.8.3., if it is requested by the procuring agency and approved by the Attorney General's Office. The Attorney General's Office's approval shall be submitted with the RFP review request.

The State agrees to protect, to the fullest extent permitted by state law, the confidentiality of information expressly identified by the Respondent as confidential and proprietary, including information that would allow a person to obtain unauthorized access to confidential information or to electronic information processing systems owned by or licensed to the State.

**5. EVALUATION & CONTRACT AWARD****5.1. Evaluation Categories & Maximum Points**

The total, maximum possible points should be expressed as a numerical score, e.g., "100" (or "1,000"), so that the relative percentage of importance or emphasis of each category is readily apparent. The weight of each category should correspond to the importance to the State of each criterion. The evaluation points assigned to the Cost Proposal may NOT be less than 30% of the total points.

**Option: Oral Presentation Points – Example 1.**

Replace the RFP Section 5.1. table with the following if an Oral Presentation requirement is proposed. Only include this section if the Oral Presentation will be evaluated as a separate evaluation category.

<u>EVALUATION CATEGORY</u>	<u>MAXIMUM POINTS POSSIBLE</u>
<u>General Qualifications &amp; Experience</u> (refer to RFP Attachment 6.2., Section B)	<u>NUMBER</u>
<u>Technical Qualifications, Experience &amp; Approach</u> (refer to RFP Attachment 6.2., Section C)	<u>NUMBER</u>
<u>Oral Presentation</u> (refer to RFP Attachment 6.2., Section D)	<u>NUMBER ≤ 10% OF TOTAL POINTS</u>
<u>Cost Proposal</u> (refer to RFP Attachment 6.3.)	<u>NUMBER ≥ 30% OF TOTAL POINTS</u>

**5.2. Evaluation Process****Option: Multiple Contract Awards**

If the State intends to use this RFP to award multiple contracts (e.g. by region) the Evaluation Process must clearly detail how the responses will be evaluated.

**Option: Oral Presentation Points – Example 1.**

The procuring state agency must maintain an accurate record of each Respondent's oral presentation session such that all pertinent dialogue between Proposal Evaluation Team members, technical advisers, and Respondents shall

be reduced to writing or otherwise memorialized. Procurement Professionals should consider using a court reporter, video recording, or audio recording to memorialize the oral presentation.

Insert the following as sections 5.2.1.5., et seq. (and renumber current section 5.2.1.5. accordingly) if an Oral Presentation is required.

5.2.1.5. The Solicitation Coordinator will invite each apparently responsive and responsible Respondent to make an oral presentation.

5.2.1.5.1. The oral presentations are mandatory. The Solicitation Coordinator will schedule Respondent presentations during the period indicated by the RFP Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent presentation schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.

5.2.1.5.2. Respondent presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.

5.2.1.5.3. Oral presentations provide an opportunity for Respondents to explain and clarify their responses. Respondents must not materially alter their responses and presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed during oral presentations.

5.2.1.5.4. The State will maintain an accurate record of each Respondent's oral presentation session. The record of the Respondent's oral presentation shall be available for review when the State opens the procurement files for public inspection.

5.2.1.5.5. Proposal Evaluation Team members will independently evaluate each oral presentation in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D.

5.2.1.5.6. The Solicitation Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D, and record that number as the score for Respondent's Technical Response section.

**Option: Oral Presentation Threshold Requirement.**

A threshold requirement should not be arbitrary and may require legal counsel recommendation.

The optional language for RFP section 5.2.1.5. (above) may be revised to establish a minimum standard or threshold requirement that must be met before an invitation to make an Oral Presentation is extended by the State. The minimum standard or threshold requirement must be detailed in the RFP. See possible examples below:

**Option: Ranking**

The Solicitation Coordinator will invite the top NUMBER (#) ranked Respondents to make an oral presentation. The ranking will be determined after the Technical Response score is totaled and ranked (e.g., 1 – the best evaluated ranking, etc.).

**Option: Percentile**

The Solicitation Coordinator will invite Respondents whose Technical Response scores have attained a combined score of NUMBER (#). This minimum score threshold represents a score of NUMBER (%) of the maximum possible Technical Response score.

**Option: Minimum Score**

The Solicitation Coordinator will invite Respondents to make an oral presentation who have attained a minimum score of NUMBER (#).

**Option: Oral Presentation No Points – Example 2.**

The procuring state agency must maintain an accurate record of each Respondent's oral presentation session such that all pertinent dialogue between Proposal Evaluation Team members, technical advisers, and Respondents shall be reduced to writing or otherwise memorialized. Procurement Professionals should consider using a court reporter, video recording, or audio recording to memorialize the oral presentation.

Insert the following optional language as sections 5.2.1.5., et seq. (and renumber current section 5.2.1.5. accordingly) if an Oral Presentation is proposed.

5.2.1.5. The Solicitation Coordinator will invite each Respondent, who is apparently responsive and responsible, to make an oral presentation.

5.2.1.5.1. The Solicitation Coordinator will schedule Respondent presentations during the period indicated by the RFP Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent presentation schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.

5.2.1.5.2. Respondent presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.

5.2.1.5.3. Oral presentations provide an opportunity for Respondents to explain and clarify their responses. Respondents must not materially alter their responses and presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed during oral presentations. Evaluators may adjust Respondents' Technical Response scores based on Oral Presentations.

5.2.1.5.4. The State will maintain an accurate record of each Respondent's oral presentation session. The record of the Respondent's oral presentation shall be available for review when the State opens the procurement files for public inspection.

**Option: Clarifications and Negotiations.**

For CPO USE ONLY. Add the following section as 5.2.3. and renumber subsequent sections accordingly.

5.2.3. Clarifications and Negotiations: The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response

improvement.

5.2.3.1. Clarifications: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.

5.2.3.2. Negotiations: The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.

5.2.3.3. Cost Negotiations: All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.

5.2.3.4. If the State determines that it is unable to successfully negotiate a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

**Option: Multiple Contract Awards Possible**

Revise the following subsections to describe how contracts will be awarded if more than one award is contemplated. This should also be mentioned in RFP section 1.1, "Statement of Procurement Purpose."

**5.3. Contract Award Process**

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

5.3.2. The procuring agency head will determine the apparent best-evaluated Responses. To effect a contract award to a Respondent other than the ones receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.

5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated responses and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

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

5.3.4. The Respondents identified as offering the apparent best-evaluated responses must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma Contract*. The Respondents must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.

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

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

**6.2. TECHNICAL RESPONSE & EVALUATION GUIDE ATTACHMENT – SECTION A**

Option: A.4. Delete or revise this requirement as appropriate.

Option: A.5. Delete or revise this requirement as appropriate.

**Option: Certificate of Insurance.**

Add the following row to the RFP Attachment 6.2., Section A table (after the template items) ONLY IF a Certificate of Insurance is considered necessary evidence of contractor financial responsibility. (Specifying insurance requirements in the *pro forma* contract does not necessitate adding this optional response requirement.)

Add, delete, or revise subsections detailing insurance coverage requirements as appropriate. (If this response requirement item is added to the RFP, the appropriate Insurance provision must be detailed in the *pro forma* contract. The insurance coverage requirements specified in both the RFP and the *pro forma* contract must be the same.)

<u>A.#.</u>	<p><u>Provide a valid, Certificate of Insurance that is verified and dated within the last six (6) months and which details all of the following:</u></p> <ul style="list-style-type: none"> <li><u>(a) Name of the Insurance Company</u></li> <li><u>(b) Respondent's Name and Address as the Insured</u></li> <li><u>(c) Policy Number</u></li> <li><u>(d) The following minimum insurance coverages:</u> <ul style="list-style-type: none"> <li><u>(i) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) per occurrence for employers' liability;</u></li> <li><u>(ii) Comprehensive Commercial General Liability (including personal injury and property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) per occurrence and WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) aggregate;</u></li> <li><u>(iii) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) per occurrence; and</u></li> <li><u>(iv) Professional Malpractice Liability with a limit of not less than WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) per claim.</u></li> </ul> </li> <li><u>(e) The following information applicable to each type of insurance coverage:</u> <ul style="list-style-type: none"> <li><u>(i) Coverage Description,</u></li> <li><u>(ii) Exceptions and Exclusions.</u></li> </ul> </li> </ul>
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		(iii) Policy Effective Date, (iv) Policy Expiration Date, and (v) Limit(s) of Liability.	
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**Option: Audited Financial Statements.**

Add the following row to the RFP Attachment 6.2., Section A table (after the template items) ONLY IF the anticipated contract amount is ≥ \$1,000,000.00 AND extraordinary effort to assure contractor financial responsibility is appropriate. Note: Audited Financial Statements may also be included as appropriate.

<b><u>A.#</u></b>	<p>Provide the Respondent's most recent independent audited financial statements. Said independent audited financial statements must:</p> <ol style="list-style-type: none"> <li>(1) reflect an audit period for the most recent available fiscal year;</li> <li>(2) be prepared with all monetary amounts detailed in United States currency;</li> <li>(3) be prepared under United States Generally Accepted Accounting Principles (US GAAP);</li> <li>(4) include the auditor's opinion letter, financial statements; and the notes to the financial statements; and</li> <li>(5) be deemed, in the sole discretion of a C.P.A. employed by the State and charged with the financial document review of the Respondent, to reflect sufficient financial stability to undertake the subject contract with the State if awarded pursuant to this RFP.</li> </ol> <p><b>NOTES:</b></p> <ul style="list-style-type: none"> <li>▪ Reviewed or Compiled Financial Statements will not be deemed responsive to this requirement and will not be accepted.</li> <li>▪ All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status must be properly licensed to render such opinions. The State may require the Respondent to submit proof that the person or entity who renders an opinion regarding the Respondent's financial status is licensed, including the license number and state in which the person or entity is licensed.</li> </ul>	
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**Option: Audited Financial Statements -- Line of Credit Option.**

Privately held entities may not respond to a RFP if there is a risk that their audited financial statements will be available for public review. Therefore, requiring audited financial statements (as detailed above) without an alternative to this requirement could limit competition or involvement by privately held entities.

The procuring agency should weigh the impact of the financial statement requirement on competition versus the state's need to reasonably determine the financial stability/responsibility of Respondents and whether a suitable alternative to a financial statement is available.

Insert the following paragraph before the "NOTES" in the optional audited financial statements requirement text (above) if appropriate.

OR, in lieu of the aforementioned independent audited financial statements, provide a financial institution's letter of commitment for a general Line of Credit in the amount of **WRITTEN AMOUNT ≥ ONE MILLION DOLLARS (\$NUMBER AMOUNT)**, U.S. currency, available to the Respondent. Said letter must specify the Respondent's name, be signed and dated within the past three (3) months by an authorized agent of the financial institution, and indicate that the Line of Credit shall be available for at least **PERIOD ≥ 6 MONTHS**.

**Contingent Requirement: Performance Bond Confirmation.**

Add the following row to the RFP Attachment 6.2., Section A table ONLY IF a Performance Bond is proposed.

<b><u>A.#</u></b>	Provide a statement confirming that, if awarded a contract pursuant to this RFP, the Respondent shall deliver a Performance Bond to the	
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	<p>State in accordance with the requirements of this RFP. The statement must be signed by an individual with legal authority to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it.</p>	
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**Option: Additional Mandatory Requirements.**

Typically, each mandatory requirement item must be drafted such that it is capable of being objectively determined on a "yes/no" basis. Do not include a mandatory requirement that entails a response that should or must be more subjectively evaluated. Qualitative evaluation should not be required to determine whether the response was reasonable and adequate to satisfy each mandatory requirement.

Procuring agency staff may be asked to provide evidence that a proposed mandatory requirement is rationally related to the procurement goals.

To prevent unnecessary delays, submit evidence that supports the inclusion of a proposed mandatory requirement.

Add mandatory requirement items to the RFP Attachment 6.2., Section A table (after the template items) as appropriate.

**6.2. TECHNICAL RESPONSE & EVALUATION GUIDE ATTACHMENT – SECTION B**

**General Qualifications & Experience**

The entire set of General Qualification & Experience items detailed in the template for this section MUST be evaluated together as indicated.

RFP Attachment 6.2., Section B and the methodology for evaluating responses may NOT be revised except to add new evaluation items.

**B.17. References**

**Option: Revised Reference Requirements.**

Do not assume automatic approval of any revision of the template text.

Revise the number of required references as appropriate. Revise the template text, as appropriate, to detail an alternate process for obtaining and evaluating references. Any such revision must be exactly detailed and clearly uniform in application with all Respondents.

**6.2. TECHNICAL RESPONSE & EVALUATION GUIDE ATTACHMENT – SECTION C**

**Technical Qualifications, Experience & Approach**

The total, maximum possible points should be expressed as a numerical score, e.g., "100" (or "1,000"), so that the relative percentage of importance or emphasis of each category is readily apparent. The weight of each category should correspond to the importance to the State of each criterion.

Do NOT assume automatic approval of proposed Evaluation Factors. Procuring agency staff may be required to justify and explain in detail the basis for each proposed Evaluation Factor.

Assign Evaluation Factors such that the Point Scale Score for each item will be weighted to reflect the relative importance of the item to the other evaluation items within the section.

If all evaluation items in the section are to be considered (weighted) equally, specify "1" as the Evaluation Factor for each item.

**Option: C.1. Delete or revise this requirement as appropriate.**

**Option: C.2. Delete or revise this requirement as appropriate.**

**Option: C.3. Delete or revise this requirement as appropriate.**

Option: Additional Technical Qualifications, Experience & Approach Items. Add evaluation items to the RFP Attachment 6.2., Section C table so that the state has the best possible information upon which to make a contractor selection.

**Option: 6.2. TECHNICAL RESPONSE & EVALUATION GUIDE ATTACHMENT – SECTION D**

The total, maximum possible points should be expressed as a numerical score, e.g., "100" (or "1,000"), so that the relative percentage of importance or emphasis of each category is readily apparent. The weight of each category should correspond to the importance to the State of each criterion.

Do NOT assume automatic approval of proposed Evaluation Factors. Procuring agency staff may be required to justify and explain in detail the basis for each proposed Evaluation Factor.

Add RFP Attachment 6.2., Section D (next page) if oral presentation points are proposed.

Assign Evaluation Factors such that the Point Scale Score for each item will be weighted to reflect the relative importance of the item to the other evaluation items within the section. If all evaluation items in the section are to be considered (weighted) equally, specify "1" as the Evaluation Factor for every item.

RFP ATTACHMENT 6.2.— SECTION D

**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION D: ORAL PRESENTATION.** The Respondent must address ALL Oral Presentation Items (below).

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

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

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

**RESPONDENT LEGAL ENTITY  
NAME:**

<u>Oral Presentation Items</u>	<u>Item Score</u>	<u>Evaluation Factor</u>	<u>Raw Weighted Score</u>
D.1. <u>ORAL PRESENTATION TOPIC OR QUESTION TO BE ADDRESSED</u>		<u>NUMBER</u>	
D.2. <u>REPEAT REQUIREMENT ITEMS &amp; ASSOCIATED ITEM REFERENCES AND WEIGHTS AS NECESSARY</u>		<u>NUMBER</u>	

**Total Raw Weighted Score** (*sum of Raw Weighted Scores above*):

The Solicitation Coordinator will use this sum and the formula below to calculate the score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.

$\frac{\text{total raw weighted score}}{\text{maximum possible raw weighted score}} \times \text{RFP § 5.1. NUMBER} = \text{SCORE:}$ <p><i>(i.e., 5 x the sum of item weights above)</i> <i>(maximum section score)</i></p>	
---	--

State Use – Evaluator Identification:

State Use – Solicitation Coordinator Signature, Printed Name & Date:

### 6.3. COST PROPOSAL & SCORING GUIDE ATTACHMENT

Each cost item must clearly specify the associated, applicable compensable units of goods or services. While the cost item description should stipulate the applicable compensable units of goods or services, it should also be specified within each blank cost cell. Examples: \$ / hour, or \$ / each, etc.

The Cost Proposal format should not require calculations by Respondents.

The Cost Proposal & Scoring Guide (and the associated *pro forma* contract payment methodology) must be drafted such that NO Respondent proposes a total cost equal to zero. This is critical if the cost proposal evaluation formula is to mathematically result in rational numbers as cost proposal scores. (In some instances, it might be necessary to require a minimum proposed amount for one or more compensable units.)

EVALUATION FACTORS — A factor associated with each cost item is used to foster reasonable, competitive pricing for all compensable units and to prevent Respondents from offering prices with the intent of gaming the evaluation model but not resulting in the best overall cost to the state. The use of Evaluation Factors should also result in a more appropriate consideration of each cost item in terms of its relative impact upon the total cost to the State under any contract awarded pursuant to the RFP. Typically, all Evaluation Factors must be based upon:

- historic data relating to the number of the associated compensable units previously bought by the state for a comparable period; OR
- the procuring state agency's reasoned projection of the actual number of each compensable unit that the state will buy during the entire contract period (including all renewals or extensions of the contract).

If one or more milestone or other lump sum type payment amounts are included in the mix of cost items, the logical Evaluation Factor for each milestone or lump sum cost item should typically be "1" since each payment amount would be remitted only one time.

Do NOT assume automatic approval of proposed Evaluation Factors. Procuring agency staff may be required to justify and explain in detail the basis for each proposed Evaluation Factor.

#### Option: Cost Proposal Format Default – ONE Payment Rate Per Cost Item (static or CPI-escalated).

Use the default Cost Proposal schedule if the Respondents must offer only one rate per compensable unit for the entire contract period (with or without rate escalation provisions are detailed in the *pro forma* contract).

#### Option: Cost Proposal Format – Unit or Temporal Rate Payments (proposed by period).

Use the following table if Respondents must offer rates for one or more compensable units for each of several specified periods of the contract.

#### Option: Cost Proposal Schedule

If it is beneficial to the State, the number of days that the Cost Proposal shall remain valid may be revised to a number not less than thirty (30) days.

**RFP ATTACHMENT 6.3.**

**COST PROPOSAL & SCORING GUIDE**

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

**COST PROPOSAL SCHEDULE**— The Cost Proposal, detailed below, shall indicate the proposed price for providing goods or services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract, 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 RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

**ADDITIONAL REQUIREMENTS FOR COMPLETING PROPOSED COST (I.E., MINIMUM AMOUNT, "BLANK" CELLS, ETC.)**

**NOTE:** The Evaluation Factor associated with each compensable unit is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent. Notwithstanding the cost items herein, pursuant to the second paragraph of the *Pro Forma* Contract, Section C.1., (refer to RFP Attachment 6.6.), The State is under no obligation to request any goods or services from the Contractor in any specific dollar amounts or to request any goods or services at all from the Contractor during any period of this Contract.

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

**RESPONDENT SIGNATURE:**

**PRINTED NAME & TITLE:**

**DATE:**

**RESPONDENT LEGAL ENTITY NAME:**

Cost Item Description	Proposed Cost				State Use ONLY		
	DATE DATE	DATE DATE	DATE DATE	DATE DATE	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
DESCRIPTION	\$ /UNIT	\$ /UNIT	\$ /UNIT	\$ /UNIT		NUMBER	
REPEAT AS NECESSARY	\$ /UNIT	\$ /UNIT	\$ /UNIT	\$ /UNIT		NUMBER	
REPEAT AS NECESSARY	\$	\$	\$	\$		NUMBER	

RESPONDENT LEGAL ENTITY NAME	Proposed Cost						State Use ONLY		
	DATE DATE / UNIT	Sum	Evaluation Factor	Evaluation Cost (sum x factor)					
Cost Item Description									
REPEAT AS NECESSARY	\$ / UNIT		NUMBER						
REPEAT AS NECESSARY	\$ / UNIT		NUMBER						
<p><b>TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above):</b></p> <p>The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.</p> $\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}} \times \text{RFP \$ 5.1 NUMBER (maximum possible score)} = \text{SCORE}$									
<p>State Use — Solicitation Coordinator Signature, Printed Name &amp; Date.</p>									

**Option: Cost Proposal Format – No Evaluation Factors Column**

In those instances where the relative importance of ALL cost items is equal (for example, if contract payments will be only based on milestone/ lump sum type payments in which the sum of all of the cost items would equal the anticipated cost of the contract), all Evaluation Factors would equal "1." Towards that end, it is acceptable to draft the cost proposal format without the preamble notice relating to Evaluation Factors, without the Evaluation Factor column, or the Sum and Evaluation Factor columns.

**Option: Cost Proposal & Scoring Guide.**

Revise the Cost Proposal & Scoring Guide detailed in the template, as appropriate, to direct Respondents to complete a protected spreadsheet ("protected" so that Respondents may only insert proposed cost as required) provided by the State along with the RFP in lieu of completing the cost proposal table illustrated in the guide.

**6.4. REFERENCE QUESTIONNAIRE ATTACHMENT****Option: Questionnaire Revision.**

Add, delete, or revise questionnaire items as appropriate to the subject procurement so that the State has the best possible information upon which to make a contractor selection.

**6.5. SCORE SUMMARY MATRIX ATTACHMENT**

Replace the RFP Attachment 6.5. table with the following replacement table ONLY IF points will be allocated for the Oral Presentation.

**SCORE SUMMARY MATRIX**

	<i>RESPONDENT NAME</i>	<i>RESPONDENT NAME</i>	<i>RESPONDENT NAME</i>
<b>GENERAL QUALIFICATIONS &amp; EXPERIENCE</b> (maximum: § 5.1. NUMBER)			
<i>EVALUATOR NAME</i>			
<i>EVALUATOR NAME</i>			
<i>REPEAT AS NECESSARY</i>			
	<u>AVERAGE:</u>	<u>AVERAGE:</u>	<u>AVERAGE:</u>
<b>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH</b> (maximum: § 5.1. NUMBER)			
<i>EVALUATOR NAME</i>			
<i>EVALUATOR NAME</i>			
<i>REPEAT AS NECESSARY</i>			
	<u>AVERAGE:</u>	<u>AVERAGE:</u>	<u>AVERAGE:</u>
<b>ORAL PRESENTATION</b> (maximum: § 5.1. NUMBER)			
<i>EVALUATOR NAME</i>			
<i>EVALUATOR NAME</i>			
<i>REPEAT AS NECESSARY</i>			
	<u>AVERAGE:</u>	<u>AVERAGE:</u>	<u>AVERAGE:</u>
<b>COST PROPOSAL</b> (maximum: § 5.1. NUMBER)	<u>SCORE:</u>	<u>SCORE:</u>	<u>SCORE:</u>
<b>TOTAL RESPONSE EVALUATION SCORE:</b> (maximum: NUMBER)			

*Solicitation Coordinator Signature Printed Name & Date:*

**6.6. PRO FORMA CONTRACT ATTACHMENT**

Draft the *pro forma* contract in accordance with the current FA-Type, Fee-For-Service Contract Model (or another current model as appropriate).

**Option: Disclaimer for Government Entity Contracts.**

Add the following optional text to the attachment cover page if deemed appropriate.

**If the contract is awarded to a governmental entity established pursuant to *Tennessee Code Annotated* and separate and apart from the State (e.g., a human resource agency, a developmental district, etc.), the standard terms and conditions of the contract shall be revised accordingly.**

Document comparison by Workshare Compare on Wednesday, January 22, 2014 3:51:04 PM

Input:	
Document 1 ID	file://C:\Users\ba01350\Desktop\RFP Standard Model Clean Version 11-25-13.docx
Description	RFP Standard Model Clean Version 11-25-13
Document 2 ID	file://C:\Users\ba01350\Desktop\Templates\Dec and Jan subcmte meeting revisions\RFP Standard Template - Clean 1.13.14.docx
Description	RFP Standard Template - Clean 1.13.14
Rendering set	Standard

Legend:	
<u>Insertion</u>	
<del>Deletion</del>	
<del>Moved from</del>	
<u>Moved to</u>	
Style change	
Format change	
<del>Moved-deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	527
Deletions	499
Moved from	170
Moved to	170
Style change	0
Format changed	0
Total changes	1366

- **REQUEST FOR PROPOSAL (RFP)  
TEMPLATE**

**CLEAN VERSION**

## REQUEST FOR PROPOSALS (RFP) STANDARD TEMPLATE

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This template prescribes the format and content for a Request for Proposals (RFP). A RFP is a competitive solicitation used to award a contract based on Respondent qualifications, experience, technical approach and cost. Documents of this type must adhere to this template with revisions only as instructions permit. A Rule Exception Request is required unless the deviation is immaterial; however, even immaterial deviations are subject to disapproval.

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### APPROVAL INSTRUCTIONS

Each RFP must be approved for release in accordance with the instructions below. Approval is also required for any RFP amendment or RFP cancellation. For detailed guidance on contract approvals, see the Procurement Procedures Manual of the Central Procurement Office (CPO) at § 5.15.3. All references below to requisite Comptroller's Office submission and approvals should be followed only as applicable.

Procurement professionals should complete template fields and follow, replace, or otherwise address red instructional text (e.g., State Agency Name, amount, will/will not) as indicated with appropriate font and color. The standard RFP Template begins on the following page. Additional RFP instructions, considerations, and options follow the standard RFP Template.

Procurement professionals should submit the RFP draft at least 20 business days before the desired RFP release date. (Notwithstanding compliance with this deadline, circumstances may necessitate a delay of the release date.) To prevent additional delays, any approved Rule Exception Requests, endorsements, justifications, or other required approvals must be submitted with the RFP draft. If there are any questions as to whether a Rule Exception Request is required, consult CPO staff for guidance. The RFP draft should be submitted via e-mail to: [Aggsprs.Aggsprs@tn.gov](mailto:Aggsprs.Aggsprs@tn.gov) as a digital file in DOC format and copy to: [COT.CPO@cot.tn.gov](mailto:COT.CPO@cot.tn.gov). Each draft must:

1. be clearly marked as "REVIEW DRAFT"
2. specify a number indicating the draft version;
3. highlight all deviations from the template language; and
4. highlight any changes between draft versions that may be necessary prior to release.
  - CPO staff will: (a) review the draft and confer with procuring agency staff by means of e-mailed review notes and redrafts; and (b) e-mail the proposed document to Comptroller staff when the CPO review is completed.
  - Comptroller staff will: (a) review the draft and confer directly with CPO staff and copy procuring agency staff by means of review notes and redrafts exchanged by e-mail; and (b) e-mail approval notice to both the CPO staff and procuring agency staff when the latest draft appears acceptable for release.

### PUBLICATION INSTRUCTIONS

Upon Comptroller approval, prepare the RFP for public release by removing any highlighting, changing all text to an appropriate color, and removing any draft version number or other extraneous notations. On the business day before the date approved for public solicitation, e-mail the RFP prepared for public release to the CPO contact assigned to the procuring agency and to the Comptroller so that CPO staff can post the digital document(s) on the Internet as appropriate. The documents presented for publication must consist of one or more (clearly and logically separated component) digital files in PDF and DOC format. If previously approved, the cost proposal attachment may be presented for publication in XLS, spreadsheet format.

ALWAYS confirm that each document is properly posted for public review on the CPO's website. If, for any reason, a RFP is not properly published to the Internet, it may be necessary for the State to revise the approved RFP schedule of events to add additional time before the Q&A and Respondent deadlines.



STATE OF TENNESSEE  
STATE AGENCY NAME

**REQUEST FOR PROPOSALS  
FOR  
BRIEF GOODS OR SERVICES CAPTION**

**RFP # NUMBER**

**RFP CONTENTS**

**SECTIONS:**

1. INTRODUCTION
2. RFP SCHEDULE OF EVENTS
3. RESPONSE REQUIREMENTS
4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS
5. EVALUATION & CONTRACT AWARD

**ATTACHMENTS:**

- 6.1. Response Statement of Certifications & Assurances
- 6.2. Technical Response & Evaluation Guide
- 6.3. Cost Proposal & Scoring Guide
- 6.4. Reference Questionnaire
- 6.5. Score Summary Matrix
- 6.6. *Pro Forma Contract*

## 1. INTRODUCTION

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The State of Tennessee, STATE AGENCY NAME, hereinafter referred to as "the State," has issued this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State's process for evaluating responses and selecting a contractor to provide the needed goods or services.

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

### 1.1. Statement of Procurement Purpose

BRIEF, HIGH-LEVEL EXPLANATION OF GOODS OR SERVICES SOUGHT OR A SUMMARY OF THE PROBLEM TO BE ADDRESSED. INCLUDE FURTHER INFORMATION ABOUT INITIATIVE, SUMMARY BACKGROUND INFORMATION, ETC. AS NEEDED. DO NOT ASSUME THAT DETAILED SPECIFICATIONS (WHICH SHOULD BE SET OUT IN THE *PRO FORMA* CONTRACT SCOPE), WILL BE APPROVED FOR THIS SECTION. INCLUDE SUMMARY BACKGROUND INFORMATION ONLY AS NEEDED.

- 1.1.2. ONLY IF APPLICABLE AND IF THE MAXIMUM LIABILITY IS NOT INCLUDED IN THE *PRO FORMA* CONTRACT, INCLUDE INFORMATION REGARDING THE TOTAL ESTIMATED PURCHASE BY AGENCIES OF STATE GOVERNMENT FOR THE CURRENT CONTRACT PERIOD, AND FOR THE CONTRACT PERIOD OF THE CONTRACT AWARDED PURSUANT TO THIS RFP. (SEE TENN. CODE ANN. § 12-3-305).

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

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

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

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

### 1.3. Nondiscrimination

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

### 1.4. RFP Communications

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

**RFP # NUMBER**

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

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

NAME  
STATE AGENCY NAME  
STREET ADDRESS  
TELEPHONE NUMBER  
E-MAIL ADDRESS  
OTHER APPROPRIATE INFORMATION IF ANY

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

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small businesses as well as general, public information relating to this RFP (visit [www.tn.gov/businessopp/](http://www.tn.gov/businessopp/) for contact information); and
- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

NAME  
STATE AGENCY NAME  
STREET ADDRESS  
TELEPHONE NUMBER  
E-MAIL ADDRESS  
OTHER APPROPRIATE INFORMATION IF ANY

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section REFERENCE).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: INSERT CURRENT CPO WEBSITE

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

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

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

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

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

#### 1.7. **Pre-Response Conference**

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

The conference will be held at:

ADDRESS/LOCATION  
OTHER APPROPRIATE INFORMATION IF ANY

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section REFERENCE and on the date detailed in the RFP Section 2, Schedule of Events.

#### 1.8. **Notice of Intent to Respond**

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events,

prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in the form of a simple e-mail or other written communication). Such notice should include the following information:

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

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

#### 1.9. Response Deadline

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

## 2. RFP SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFP Issued		DATE
2. Disability Accommodation Request Deadline	2:00 p.m.	≥ 3 BUSINESS DAYS LATER
3. Pre-response Conference	TIME	≥ 1 BUSINESS DAY LATER
4. Notice of Intent to Respond Deadline	2:00 p.m.	≥ 1 BUSINESS DAY LATER
5. Written "Questions & Comments" Deadline	2:00 p.m.	≥ 3 BUSINESS DAYS LATER
6. State Response to Written "Questions & Comments"		≥ 3 BUSINESS DAYS LATER
7. Response Deadline	2:00 p.m.	≥ 5 BUSINESS DAYS LATER
8. State Completion of Technical Response Evaluations		≥ 3 BUSINESS DAYS LATER
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	1 BUSINESS DAY LATER
10. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	1 – 3 BUSINESS DAYS LATER
11. State sends contract to Contractor for signature		8 BUSINESS DAYS LATER
12. Contractor Signature Deadline	2:00 p.m.	1 – 5 BUSINESS DAYS LATER

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

### 3. RESPONSE REQUIREMENTS

#### 3.1. Response Form

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

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

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

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

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

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

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

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

### 3.2. Response Delivery

- 3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP.
- 3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.
  - 3.2.2.1. One (1) original Technical Response paper document labeled:
 

**“RFP # NUMBER TECHNICAL RESPONSE ORIGINAL”**

and WRITTEN NUMBER (NUMBER) digital 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:

**“RFP # NUMBER TECHNICAL RESPONSE COPY”**

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response document and any digital copies may result in the State rejecting the proposal as non-responsive.
  - 3.2.2.2. One (1) original Cost Proposal paper document labeled:
 

**“RFP # NUMBER COST PROPOSAL ORIGINAL”**

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

**“RFP # NUMBER COST PROPOSAL COPY”**

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.
- 3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:
  - 3.2.3.1. The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:
 

**“DO NOT OPEN... RFP # NUMBER TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”**
  - 3.2.3.2. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

**“DO NOT OPEN... RFP # NUMBER COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”**

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

**“RFP # NUMBER SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”**

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

SOLICITATION COORDINATOR NAME  
STATE AGENCY NAME  
STREET ADDRESS  
OTHER APPROPRIATE INFORMATION IF ANY

### 3.3. Response & Respondent Prohibitions

- 3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.
- 3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.
- 3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.
- 3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).

3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:

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

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

3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

#### 3.4. **Response Errors & Revisions**

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

#### 3.5. **Response Withdrawal**

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

#### 3.6. **Additional Services**

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

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

#### 3.7. **Response Preparation Costs**

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

## 4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

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### 4.1. RFP Amendment

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

### 4.2. RFP Cancellation

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

### 4.3. State Right of Rejection

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

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

### 4.4. Assignment & Subcontracting

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

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

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

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

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

### 4.5. Right to Refuse Personnel or Subcontractors

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

#### 4.6. Insurance

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

#### 4.7. Professional Licensure and Department of Revenue Registration

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.
- 4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

#### 4.8. Disclosure of Response Contents

- 4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after technical responses are opened.
- 4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

#### 4.9. Contract Approval and Contract Payments

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

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

- 4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract start date or after the Contract end date.
- 4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma Contract*, Section C).
- 4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

#### 4.10. Contractor Performance

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

#### 4.11. Contract Amendment

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

#### 4.12. Severability

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

#### 4.13. Next Ranked Respondent

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

## 5. EVALUATION & CONTRACT AWARD

### 5.1. Evaluation Categories & Maximum Points

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

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

### 5.2. Evaluation Process

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

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

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

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

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

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

5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

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

### 5.3. Contract Award Process

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

5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.

5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

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

5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.

5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited 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 evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

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

### RFP # NUMBER STATEMENT OF CERTIFICATIONS AND ASSURANCES

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

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

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract for the total contract period.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Respondent will comply with:
  - (a) the laws of the State of Tennessee;
  - (b) Title VI of the federal Civil Rights Act of 1964;
  - (c) Title IX of the federal Education Amendments Act of 1972;
  - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
  - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

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

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

SIGNATURE:

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PRINTED NAME & TITLE:

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DATE:

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RESPONDENT LEGAL ENTITY  
NAME:

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RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (or  
SSN):

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### TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i> ).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a sub-contractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest ( <i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict.  NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide 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.	
	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 satisfactory credit rating for the Respondent (NOTE: A credit bureau report	

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Response Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section A— Mandatory Requirement Items</b>	<b>Pass/Fail</b>
		number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	<b>A.#.</b>	<b>REPEAT MANDATORY REQUIREMENT ITEMS &amp; ASSOCIATED ITEM REFERENCES AS NECESSARY</b>	
	<b>A.#.</b>	<b>REPEAT MANDATORY REQUIREMENT ITEMS &amp; ASSOCIATED ITEM REFERENCES AS NECESSARY</b>	
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>			

### TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

## RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: <ul style="list-style-type: none"> <li>(a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;</li> <li>(b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u></li> <li>(c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.</li> </ul>
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail <u>all</u> of the following: <ul style="list-style-type: none"> <li>(a) 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;</li> <li>(b) a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises certified by the Governor's Office of Diversity Business Enterprise, including the following information: <ul style="list-style-type: none"> <li>(i) contract description and total value</li> <li>(ii) contractor name and ownership characteristics (i.e., ethnicity, gender, disability)</li> <li>(iii) contractor contact and telephone number;</li> </ul> </li> <li>(c) an estimate of the level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises in a contract awarded to the Respondent pursuant to this RFP, including the following information: <ul style="list-style-type: none"> <li>(i) participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics — PERCENTAGES ONLY — <b>DO NOT INCLUDE DOLLAR AMOUNTS</b>)</li> <li>(ii) descriptions of anticipated contracts</li> <li>(iii) names and ownership characteristics (i.e., ethnicity, gender, disability) of anticipated subcontractors and supply contractors anticipated; and</li> </ul> </li> <li>(d) the percent of the Respondent's total current employees by ethnicity, gender, and handicap or disability.</li> </ul> <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 sub-contractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, persons with a handicap or disability and</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		small business enterprises and who offers a diverse workforce to meet service needs.
	B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <ul style="list-style-type: none"> <li>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</li> <li>(b) the procuring State agency name;</li> <li>(c) a brief description of the contract's scope of services;</li> <li>(d) the contract period; and</li> <li>(e) the contract number.</li> </ul> <p>NOTES:</p> <ul style="list-style-type: none"> <li>▪ 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.</li> <li>▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.</li> </ul>
	B.17.	<p>Provide customer references from individuals (who are <u>not</u> current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> <li>▪ two (2) of the larger accounts currently serviced by the Respondent, <u>and</u></li> <li>▪ three (3) completed projects.</li> </ul> <p>All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which <u>must</u> be used and completed as required, is detailed at RFP Attachment 6.4. References that are not completed as required will be considered non-responsive and will not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining the fully completed reference questionnaires, and for including them within the Respondent's sealed Technical Response. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below.</p> <ul style="list-style-type: none"> <li>(a) Customize the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Respondent's name, and make duplicates for completion by references.</li> <li>(b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope.</li> <li>(c) Instruct the person that will provide a reference for the Respondent to: <ul style="list-style-type: none"> <li>(i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using a duplicate of the document);</li> <li>(ii) sign <u>and</u> date the completed, reference questionnaire;</li> <li>(iii) seal the completed, signed, and dated, reference questionnaire within the envelope provided;</li> <li>(iv) sign his or her name in ink across the sealed portion of the envelope; and</li> <li>(v) return the sealed envelope containing the completed reference questionnaire 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).</li> </ul> </li> <li>(d) <u>Do NOT open the sealed references upon receipt.</u></li> <li>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</li> </ul> <p>NOTES:</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<ul style="list-style-type: none"> <li>▪ 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.</li> <li>▪ The State will not review more than the number of required references indicated above.</li> <li>▪ 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.</li> <li>▪ The State is under <u>no</u> obligation to clarify any reference information.</li> </ul>
	<b>B.#.</b>	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES AS NECESSARY
		<p style="text-align: center;"><i>SCORE (for all Section B—Qualifications &amp; Experience Items above):</i> <i>(maximum possible score = RFP § 5.1. NUMBER)</i></p>
State Use – Evaluator Identification:		

**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH.** The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

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

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		NUMBER	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		NUMBER	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		NUMBER	
	C.#.	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY		NUMBER	
	C.#.	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY		NUMBER	
	C.#.	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY		NUMBER	
	C.#.	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY		NUMBER	
	C.#.	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY		NUMBER	
	C.#.	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY		NUMBER	
	C.#.	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY		NUMBER	
	C.#.	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY		NUMBER	
	C.#.	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY		NUMBER	
	C.#.	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY		NUMBER	
	C.#.	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY		NUMBER	

RFP ATTACHMENT 6.2. — SECTION C (continued)

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.#.	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY		NUMBER	
	C.#.	REPEAT REQUIREMENT ITEMS & ASSOCIATED ITEM REFERENCES & WEIGHTS AS NECESSARY		NUMBER	
<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>					<b>Total Raw Weighted Score:</b> <i>(sum of Raw Weighted Scores above)</i>
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum Possible Raw Weighted Score}}$ <i>(i.e., 5 x the sum of item weights above)</i>		<b>X RFP § 5.1. NUMBER</b> <i>(maximum possible score)</i>			<b>= SCORE:</b>
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>					

**COST PROPOSAL & SCORING GUIDE**

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

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

**ADDITIONAL REQUIREMENTS FOR COMPLETING PROPOSED COST (I.E., MINIMUM AMOUNT, "BLANK" CELLS, ETC.)**

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

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

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

RESPONDENT SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
DESCRIPTION	\$ / UNIT	NUMBER	
REPEAT AS NECESSARY	\$ / UNIT	NUMBER	
REPEAT AS NECESSARY	\$ / UNIT	NUMBER	
REPEAT AS NECESSARY	\$ / UNIT	NUMBER	
REPEAT AS NECESSARY	\$ / UNIT	NUMBER	
REPEAT AS NECESSARY	\$ / UNIT	NUMBER	
REPEAT AS NECESSARY	\$ / UNIT	NUMBER	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
REPEAT AS NECESSARY	\$ / UNIT	NUMBER	
REPEAT AS NECESSARY	\$ / UNIT	NUMBER	
REPEAT AS NECESSARY	\$ / UNIT	NUMBER	
REPEAT AS NECESSARY	\$ / UNIT	NUMBER	
REPEAT AS NECESSARY	\$ / UNIT	NUMBER	
<p align="center"><b>EVALUATION COST AMOUNT</b> (sum of evaluation costs above):</p> <p>The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.</p>			
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}} \times \text{RFP § 5.1, NUMBER (maximum section score)} = \text{SCORE:}$			
<p><i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i></p>			

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

## RFP # NUMBER REFERENCE QUESTIONNAIRE

**REFERENCE SUBJECT:** RESPONDENT NAME (completed by Respondent before reference is requested)

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

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

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

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

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

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

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

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

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

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
least satisfied						most satisfied

## RFP # NUMBER REFERENCE QUESTIONNAIRE — PAGE 2

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

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

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

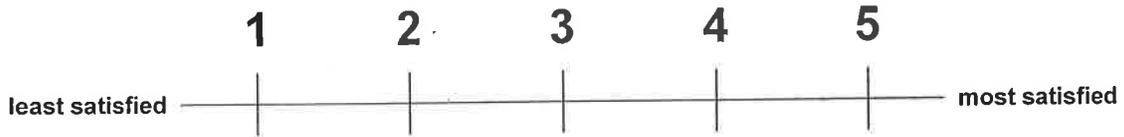


What, if any, comments do you have regarding the score selected above?

RFP # NUMBER REFERENCE QUESTIONNAIRE — PAGE 3

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

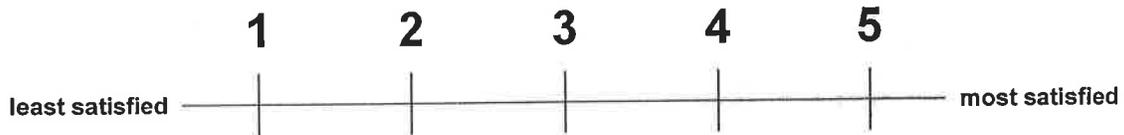
*Please respond by circling the appropriate number on the scale below.*



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

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

\_\_\_\_\_

**SCORE SUMMARY MATRIX**

	RESPONDENT NAME		RESPONDENT NAME		RESPONDENT NAME	
<b>GENERAL QUALIFICATIONS &amp; EXPERIENCE</b> (maximum: § 5.1. NUMBER)						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		AVERAGE:		AVERAGE:	
<b>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH</b> (maximum: § 5.1. NUMBER)						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		AVERAGE:		AVERAGE:	
<b>COST PROPOSAL</b> (maximum: § 5.1. NUMBER)	SCORE:		SCORE:		SCORE:	
<b>TOTAL RESPONSE EVALUATION SCORE:</b> (maximum: NUMBER)						
<i>Solicitation Coordinator Signature, Printed Name &amp; Date:</i>						

**RFP # NUMBER *PRO FORMA* CONTRACT**

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

**PRO FORMA CONTRACT  
DRAFTED IN COMPLIANCE WITH CURRENT APPLICABLE MODEL**

## RFP INSTRUCTIONS, CONSIDERATIONS, and OPTIONS

The following pages contain additional RFP Instructions, Considerations, and Options. Replace or modify the Standard RFP Template by including the following content as appropriate. Content included as a paragraph with a line before it is intended to provide additional instructional guidance. Content included with a box around it is intended to be inserted into the standard RFP Template.

### 1.1. Statement of Purpose

This section should be used to highlight the purpose of the procurement and not to detail specific contract requirements. Such requirements should be enumerated in RFP Attachment 6.6., *Pro Forma Contract, Scope of Services*. All procurement specifications and scopes of work should be worded to permit free and open competition to the maximum extent reasonably practicable under the circumstances.

### 1.3. Nondiscrimination

#### **Option: Exception for religious organizations.**

Replace the standard Nondiscrimination language with the following for religious organizations.

### 1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the basis of any classification protected by Federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

### 1.4.1. RFP Communications

Assign a RFP number consisting of:

- the 5-digit, procuring agency business unit code
- a unique, 5-digit, agency-assigned number such that each RFP number will be different

Example: RFP # 31707-12345

### 1.4.9. Factual Data

#### **Option: Additional Data Disclaimer.**

Add the following as a second paragraph of this section as appropriate:

All statistical or fiscal data or information provided by the State in conjunction with this RFP, whether by way of exhibits, amendments or modifications to this RFP, are provided by the State "as is." The State expressly disclaims any warranty as to the accuracy or the adequacy of any statistical or fiscal data that it provides to Respondents. A Respondent's reliance upon the accuracy or adequacy of such data shall not be the basis of relief from contract performance or recovery of actual, consequential or punitive damages from the State.

### 1.7. Pre-response Conference

#### **Option: No Pre-response Conference.**

Delete the section (and re-number subsequent sections accordingly) as appropriate.

#### **Option: MANDATORY Pre-response Conference.**

The use of mandatory Pre-response Conferences can limit competition and therefore should only be used under exceptional circumstances, and requires an approved Rule Exception Request. In the event a mandatory Pre-response Conference is needed, the first paragraph of this section should be revised as follows:

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is **MANDATORY**. A representative for the Respondent MUST identify themselves either telephonically or via a sign-in sheet if the Respondent attends in person.

Also, if the Pre-response Conference is mandatory add the following row to the RFP Attachment 6.2., Section A table:

	<b>A.#.</b>	Respondent's representative attended the mandatory Pre-response Conference.	
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**Option: Performance Bond Requirement.**

Procurement professionals should consider the advantages and disadvantages of requiring performance bonds because these bonds may not be appropriate for all types of procurements. Procurement professionals should include performance bond requirements if necessary to mitigate risk when procuring equipment, technology, or services. Performance bonds are a three-party agreement between a surety company, a contractor, and the State. The bond provides a guarantee that the contractor will comply with the terms and conditions of the contract. If the contractor is unable to successfully perform the contract, the surety assumes the contractor's responsibilities and ensures that the project is completed. Although performance bonds may be beneficial for risky projects (e.g., projects requiring extensive software customization, system integration, etc.), these bonds can limit competition by excluding smaller firms (e.g., small, minority, women owned, service disabled veteran owned businesses). Smaller firms often have to pay substantially more to get a surety company to underwrite the bond. In deciding whether to require performance bonds, procurement professionals should balance the need to mitigate performance risk against adverse effects of bond requirements on small businesses, competition or the prices the State will pay for goods and services, as well as any other considerations.

If a Performance Bond requirement is proposed:

- determine the performance bond amount by balancing the need to mitigate the risks involved in the given procurement and any adverse effects of bonding on small businesses, competition, or pricing;
- prepare a bond in form and substance acceptable to the CPO and attach it to the RFP, Attachment 6.6., *Pro Forma Contract*, as a properly referenced attachment;
- provide documentation of legal counsel determination to the CPO indicating that the proposed Performance Bond form is enforceable by the state;
- provide written justification to the CPO that the bond requirement is warranted due to the unique circumstances of the procurement; AND
- add the model Performance Bond section below following the Notice of Intent to Respond section of the RFP (and re-number subsequent section(s) appropriately).

**1.#. Performance Bond**

The State shall require a performance bond upon approval of a contract pursuant to this RFP. The amount of the performance bond shall be a sum equal to WRITTEN DOLLAR AMOUNT (\$NUMBER), and said amount shall not be reduced at any time during the period of the contract.

The successful Respondent must obtain the required performance bond in form and substance acceptable to the State (refer to RFP Attachment 6.6., *Pro Forma Contract*, Attachment REFERENCE, Model Performance Bond) and provide it to the State no later than the performance bond deadline detailed in the RFP Section 2, Schedule of Events.

After contract award, the successful Respondent must meet this performance bond requirement by providing the State either:

- a. a performance bond that covers the entire Contract period including all options to extend the

Contract, or

- b. a performance bond for the first, twelve (12) calendar months of the Contract in the amount detailed above, and, thereafter, a new or re-issued performance bond in the amount detailed above covering each subsequent twelve (12) calendar month period of the Contract. (In which case, the Contractor must provide the new (or re-issued) performance bonds to the State no later than thirty (30) days preceding each subsequent period of the Contract to be covered by the new (or re-issued) bond.)

The successful Respondent must make all necessary arrangements for the performance bond prior to the Contract start date and prior to any subsequent performance bond deadlines in the case of an annual performance bond. The Respondent is responsible for securing the services of any fidelity or guaranty underwriter.

The performance bond requirement set forth above is a material condition for the award of a contract or any renewal or extension of any contract that is awarded. The Respondent's/Contractor's failure to provide to the State a performance bond as required by RFP Section 2, Schedule of Events, shall entitle the State to exercise any and all rights it has in law or in equity. During the term of the Contract, the Respondent's/Contractor's failure to periodically provide to the State a new or re-issued performance bond, no later than thirty (30) days preceding each period of the Contract to be covered by the new or re-issued performance bond, shall entitle the State to exercise any and all rights it has in law or in equity.

## 2. RFP SCHEDULE OF EVENTS

### 2.1. RFP Schedule of Events (table)

The Request for Proposals process from issuance of the RFP to contract award will be in most cases at least thirty (30) business days.

Revise the "time zone" as appropriate.

The standard RFP Schedule of Events is copied below for easy reference:

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFP Issued		
2. Disability Accommodation Request Deadline	2:00 p.m.	
3. Pre-response Conference	TIME	
4. Notice of Intent to Respond Deadline	2:00 p.m.	
5. Written "Questions & Comments" Deadline	2:00 p.m.	
6. State Response to Written "Questions & Comments"		
7. Response Deadline	2:00 p.m.	
8. State Completion of Technical Response Evaluations		
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	
10. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	

11. State sends contract to Contractor for signature		8 BUSINESS DAYS LATER
12. Contractor Contract Signature Deadline	2:00 p.m.	

**Option: NO Pre-response Conference Event.**

Delete the Pre-response Conference Event 3 from the schedule and re-number subsequent events as appropriate.

**Option: Oral Presentation Event.**

Complete and insert the following rows, in order and immediately after the Response Deadline event. Re-number subsequent events as appropriate.

#. State Schedules Respondent Oral Presentation		
#. Respondent Oral Presentation	8 a.m. - 4:30 p.m.	

**Option: Negotiations.**

For CPO USE ONLY. Add the following after the Cost Proposal Deadline event, if applicable.

#. Negotiations (Optional)	4:30 p.m.	
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**Option: Performance Bond Deadline.**

Complete and insert the following row immediately after the Contractor Contract Signature Deadline event as appropriate.

#. Performance Bond Deadline	4:30 p.m.	
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**3. RESPONSE REQUIREMENTS**

**3.1. Response Form**

**Option: Technical Response Page Limitation**

Replace section 3.1.1.2. with the following (revise specific documents that will be exempted from page limitation count as appropriate):

A Technical Response should be economically prepared, with emphasis on completeness and clarity, and should NOT exceed \_\_\_\_ pages in length (maps, graphs, charts, as noted and included as an appendix will not count against this page limit). A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and all text must be at least a 12 point font. All response pages must be numbered.

Also, if page limitations will be a mandatory requirement, add the following row to the RFP Attachment 6.2., Section A table:

	<b>A.#.</b>	Respondent's Technical Response must not exceed ____ pages in length and all text must be at least a 12 point font (maps, graphs, and charts included as an appendix will not count against this page limit)	
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**3.2. Response Delivery**

Request respondents to provide to the State a sufficient number of Technical Response copy discs or USB flash drives to allow one copy for each Proposal Evaluation Team member.

**Option: Additional Delivery Instructions.**

Revise subsections, if necessary, to provide for additional instructions for labeling and submitting the Technical Response and Cost Proposal.

**3.3.8. Response & Respondent Prohibitions**

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

**4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS**

**4.8. Disclosure of Response Contents**

**Option: Additional Disclosure Information.**

Add the following to the end of sub-section 4.8.3., if it is requested by the procuring agency and approved by the Attorney General's Office. The Attorney General's Office's approval shall be submitted with the RFP review request.

The State agrees to protect, to the fullest extent permitted by state law, the confidentiality of information expressly identified by the Respondent as confidential and proprietary, including information that would allow a person to obtain unauthorized access to confidential information or to electronic information processing systems owned by or licensed to the State.

**5. EVALUATION & CONTRACT AWARD**

**5.1. Evaluation Categories & Maximum Points**

The total, maximum possible points should be expressed as a numerical score, e.g., "100" (or "1,000"), so that the relative percentage of importance or emphasis of each category is readily apparent. The weight of each category should correspond to the importance to the State of each criterion. The evaluation points assigned to the Cost Proposal may NOT be less than 30% of the total points.

**Option: Oral Presentation Points – Example 1.**

Replace the RFP Section 5.1. table with the following if an Oral Presentation requirement is proposed. Only include this section if the Oral Presentation will be evaluated as a separate evaluation category.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
<b>General Qualifications &amp; Experience</b> (refer to RFP Attachment 6.2., Section B)	NUMBER
<b>Technical Qualifications, Experience &amp; Approach</b> (refer to RFP Attachment 6.2., Section C)	NUMBER
<b>Oral Presentation</b> (refer to RFP Attachment 6.2., Section D)	NUMBER ≤ 10% OF TOTAL POINTS
<b>Cost Proposal</b> (refer to RFP Attachment 6.3.)	NUMBER ≥ 30% OF TOTAL POINTS

**5.2. Evaluation Process**

**Option: Multiple Contract Awards**

If the State intends to use this RFP to award multiple contracts (e.g. by region) the Evaluation Process must clearly detail how the responses will be evaluated.

**Option: Oral Presentation Points – Example 1.**

The procuring state agency must maintain an accurate record of each Respondent's oral presentation session such that all pertinent dialogue between Proposal Evaluation Team members, technical advisers, and Respondents shall be reduced to writing or otherwise memorialized. Procurement Professionals should consider using a court reporter, video recording, or audio recording to memorialize the oral presentation.

Insert the following as sections 5.2.1.5., *et seq.* (and renumber current section 5.2.1.5. accordingly) if an Oral Presentation is required.

5.2.1.5. The Solicitation Coordinator will invite each apparently responsive and responsible Respondent to make an oral presentation.

- 5.2.1.5.1. The oral presentations are mandatory. The Solicitation Coordinator will schedule Respondent presentations during the period indicated by the RFP Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent presentation schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.
- 5.2.1.5.2. Respondent presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.
- 5.2.1.5.3. Oral presentations provide an opportunity for Respondents to explain and clarify their responses. Respondents must not materially alter their responses and presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed during oral presentations.
- 5.2.1.5.4. The State will maintain an accurate record of each Respondent's oral presentation session. The record of the Respondent's oral presentation shall be available for review when the State opens the procurement files for public inspection.
- 5.2.1.5.5. Proposal Evaluation Team members will independently evaluate each oral presentation in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D.
- 5.2.1.5.6. The Solicitation Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D, and record that number as the score for Respondent's Technical Response section.

**Option: Oral Presentation Threshold Requirement.**

A threshold requirement should not be arbitrary and may require legal counsel recommendation.

The optional language for RFP section 5.2.1.5. (above) may be revised to establish a minimum standard or threshold requirement that must be met before an invitation to make an Oral Presentation is extended by the State. The minimum standard or threshold requirement must be detailed in the RFP. See possible examples below:

**Option: Ranking**

The Solicitation Coordinator will invite the top NUMBER (#) ranked Respondents to make an oral presentation. The ranking will be determined after the Technical Response score is totaled and ranked (e.g., 1 – the best evaluated ranking, etc.).

**Option: Percentile**

The Solicitation Coordinator will invite Respondents whose Technical Response scores have attained a combined score of NUMBER (#). This minimum score threshold represents a score of NUMBER (#)% of the maximum possible Technical Response score.

**Option: Minimum Score**

The Solicitation Coordinator will invite Respondents to make an oral presentation who have attained a minimum score of NUMBER (#).

**Option: Oral Presentation No Points – Example 2.**

The procuring state agency must maintain an accurate record of each Respondent's oral presentation session such that all pertinent dialogue between Proposal Evaluation Team members, technical advisers, and Respondents shall be reduced to writing or otherwise memorialized. Procurement Professionals should consider using a court reporter, video recording, or audio recording to memorialize the oral presentation.

Insert the following optional language as sections 5.2.1.5., *et seq.* (and renumber current section 5.2.1.5. accordingly) if an Oral Presentation is proposed.

5.2.1.5. The Solicitation Coordinator will invite each Respondent, who is apparently responsive and responsible, to make an oral presentation.

5.2.1.5.1. The Solicitation Coordinator will schedule Respondent presentations during the period indicated by the RFP Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent presentation schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.

5.2.1.5.2. Respondent presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.

5.2.1.5.3. Oral presentations provide an opportunity for Respondents to explain and clarify their responses. Respondents must not materially alter their responses and presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed during oral presentations. Evaluators may adjust Respondents' Technical Response scores based on Oral Presentations.

5.2.1.5.4. The State will maintain an accurate record of each Respondent's oral presentation session. The record of the Respondent's oral presentation shall be available for review when the State opens the procurement files for public inspection.

**Option: Clarifications and Negotiations.**

For CPO USE ONLY. Add the following section as 5.2.3. and renumber subsequent sections accordingly.

5.2.3. **Clarifications and Negotiations:** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response

improvement.

- 5.2.3.1. **Clarifications:** The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.
- 5.2.3.2. **Negotiations:** The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.
- 5.2.3.3. **Cost Negotiations:** All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.
- 5.2.3.4. If the State determines that it is unable to successfully negotiate a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

**Option: Multiple Contract Awards Possible**

Revise the following subsections to describe how contracts will be awarded if more than one award is contemplated. This should also be mentioned in RFP section 1.1. "Statement of Procurement Purpose."

**5.3. Contract Award Process**

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

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

- 5.3.4. The Respondents identified as offering the apparent best-evaluated responses must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondents must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.

- 5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiations prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.
- 5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated responses.

**6.2. TECHNICAL RESPONSE & EVALUATION GUIDE ATTACHMENT – SECTION A**

**Option: A.4.** Delete or revise this requirement as appropriate.

**Option: A.5.** Delete or revise this requirement as appropriate.

**Option: Certificate of Insurance.**

Add the following row to the RFP Attachment 6.2., Section A table (after the template items) ONLY IF a Certificate of Insurance is considered necessary evidence of contractor financial responsibility. (Specifying insurance requirements in the *pro forma* contract does not necessitate adding this optional response requirement.)

Add, delete, or revise subsections detailing insurance coverage requirements as appropriate. (If this response requirement item is added to the RFP, the appropriate Insurance provision must be detailed in the *pro forma* contract. The insurance coverage requirements specified in both the RFP and the *pro forma* contract must be the same.)

	<b>A.#.</b>	<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> <ul style="list-style-type: none"> <li>(a) Name of the Insurance Company</li> <li>(b) Respondent's Name and Address as the Insured</li> <li>(c) Policy Number</li> <li>(d) The following minimum insurance coverages:                             <ul style="list-style-type: none"> <li>(i) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) per occurrence for employers' liability;</li> <li>(ii) Comprehensive Commercial General Liability (including personal injury and property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) per occurrence and WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) aggregate;</li> <li>(iii) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) per occurrence; and</li> <li>(iv) Professional Malpractice Liability with a limit of not less than WRITTEN AMOUNT Dollars (\$NUMBER AMOUNT) per claim.</li> </ul> </li> <li>(e) The following information applicable to each type of insurance coverage:                             <ul style="list-style-type: none"> <li>(i) Coverage Description,</li> <li>(ii) Exceptions and Exclusions,</li> </ul> </li> </ul>	
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		(iii) Policy Effective Date, (iv) Policy Expiration Date, and (v) Limit(s) of Liability.	
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**Option: Audited Financial Statements.**

Add the following row to the RFP Attachment 6.2., Section A table (after the template items) ONLY IF the anticipated contract amount is  $\geq$  \$1,000,000.00 AND extraordinary effort to assure contractor financial responsibility is appropriate. Note: Audited Financial Statements may also be included as appropriate.

	<b>A.#</b>	<p>Provide the Respondent's most recent independent audited financial statements. Said independent audited financial statements <u>must</u>:</p> <ol style="list-style-type: none"> <li>(1) reflect an audit period for the most recent available fiscal year;</li> <li>(2) be prepared with all monetary amounts detailed in United States currency;</li> <li>(3) be prepared under United States Generally Accepted Accounting Principles (US GAAP);</li> <li>(4) include the auditor's opinion letter; financial statements; and the notes to the financial statements; and</li> <li>(5) be deemed, in the sole discretion of a C.P.A. employed by the State and charged with the financial document review of the Respondent, to reflect sufficient financial stability to undertake the subject contract with the State if awarded pursuant to this RFP.</li> </ol> <p>NOTES:</p> <ul style="list-style-type: none"> <li>▪ Reviewed or Compiled Financial Statements will not be deemed responsive to this requirement and will <u>not</u> be accepted.</li> <li>▪ All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status <u>must</u> be properly licensed to render such opinions. The State may require the Respondent to submit proof that the person or entity who renders an opinion regarding the Respondent's financial status is licensed, including the license number and state in which the person or entity is licensed.</li> </ul>	
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**Option: Audited Financial Statements – Line of Credit Option.**

Privately held entities may not respond to a RFP if there is a risk that their audited financial statements will be available for public review. Therefore, requiring audited financial statements (as detailed above) without an alternative to this requirement could limit competition or involvement by privately held entities.

The procuring agency should weigh the impact of the financial statement requirement on competition versus the state's need to reasonably determine the financial stability/responsibility of Respondents and whether a suitable alternative to a financial statement is available.

Insert the following paragraph before the "NOTES" in the optional audited financial statements requirement text (above) if appropriate.

**OR**, in lieu of the aforementioned independent audited financial statements, provide a financial institution's letter of commitment for a general Line of Credit in the amount of **WRITTEN AMOUNT  $\geq$  ONE MILLION DOLLARS (\$NUMBER AMOUNT)**, U.S. currency, available to the Respondent. Said letter must specify the Respondent's name, be signed and dated within the past three (3) months by an authorized agent of the financial institution, and indicate that the Line of Credit shall be available for at least **PERIOD  $\geq$  6 MONTHS**.

**Contingent Requirement: Performance Bond Confirmation.**

Add the following row to the RFP Attachment 6.2., Section A table ONLY IF a Performance Bond is proposed.

	<b>A.#.</b>	Provide a statement confirming that, if awarded a contract pursuant to this RFP, the Respondent shall deliver a Performance Bond to the	
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	State in accordance with the requirements of this RFP. The statement must be signed by an individual with legal authority to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it.	
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**Option: Additional Mandatory Requirements.**

Typically, each mandatory requirement item must be drafted such that it is capable of being objectively determined on a "yes/no" basis. Do not include a mandatory requirement that entails a response that should or must be more subjectively evaluated. Qualitative evaluation should not be required to determine whether the response was reasonable and adequate to satisfy each mandatory requirement.

Procuring agency staff may be asked to provide evidence that a proposed mandatory requirement is rationally related to the procurement goals.

To prevent unnecessary delays, submit evidence that supports the inclusion of a proposed mandatory requirement.

Add mandatory requirement items to the RFP Attachment 6.2., Section A table (after the template items) as appropriate.

**6.2. TECHNICAL RESPONSE & EVALUATION GUIDE ATTACHMENT – SECTION B**

**General Qualifications & Experience**

The entire set of General Qualification & Experience items detailed in the template for this section MUST be evaluated together as indicated.

RFP Attachment 6.2., Section B and the methodology for evaluating responses may NOT be revised except to add new evaluation items.

**B.17. References**

**Option: Revised Reference Requirements.**

Do not assume automatic approval of any revision of the template text.

Revise the number of required references as appropriate. Revise the template text, as appropriate, to detail an alternate process for obtaining and evaluating references. Any such revision must be exactly detailed and clearly uniform in application with all Respondents.

**6.2. TECHNICAL RESPONSE & EVALUATION GUIDE ATTACHMENT – SECTION C**

**Technical Qualifications, Experience & Approach**

The total, maximum possible points should be expressed as a numerical score, e.g., "100" (or "1,000"), so that the relative percentage of importance or emphasis of each category is readily apparent. The weight of each category should correspond to the importance to the State of each criterion.

Do NOT assume automatic approval of proposed Evaluation Factors. Procuring agency staff may be required to justify and explain in detail the basis for each proposed Evaluation Factor.

Assign Evaluation Factors such that the Point Scale Score for each item will be weighted to reflect the relative importance of the item to the other evaluation items within the section.

If all evaluation items in the section are to be considered (weighted) equally, specify "1" as the Evaluation Factor for each item.

**Option: C.1.** Delete or revise this requirement as appropriate.

**Option: C.2.** Delete or revise this requirement as appropriate.

**Option: C.3.** Delete or revise this requirement as appropriate.

**Option: Additional Technical Qualifications, Experience & Approach Items.** Add evaluation items to the RFP Attachment 6.2., Section C table so that the state has the best possible information upon which to make a contractor selection.

**Option: 6.2. TECHNICAL RESPONSE & EVALUATION GUIDE ATTACHMENT – SECTION D**

The total, maximum possible points should be expressed as a numerical score, e.g., "100" (or "1,000"), so that the relative percentage of importance or emphasis of each category is readily apparent. The weight of each category should correspond to the importance to the State of each criterion.

Do NOT assume automatic approval of proposed Evaluation Factors. Procuring agency staff may be required to justify and explain in detail the basis for each proposed Evaluation Factor.

Add RFP Attachment 6.2., Section D (next page) if oral presentation points are proposed.

Assign Evaluation Factors such that the Point Scale Score for each item will be weighted to reflect the relative importance of the item to the other evaluation items within the section. If all evaluation items in the section are to be considered (weighted) equally, specify "1" as the Evaluation Factor for every item.

**RFP ATTACHMENT 6.2.— SECTION D**

**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION D: ORAL PRESENTATION.** The Respondent must address ALL Oral Presentation Items (below).

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

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

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

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Oral Presentation Items</b>		<b>Item Score</b>	<b>Evaluation Factor</b>
<b>D.1.</b>	<b>ORAL PRESENTATION TOPIC OR QUESTION TO BE ADDRESSED</b>		<b>NUMBER</b>
<b>D.2.</b>	<b>REPEAT REQUIREMENT ITEMS &amp; ASSOCIATED ITEM REFERENCES AND WEIGHTS AS NECESSARY</b>		<b>NUMBER</b>
<p align="center"><b>Total Raw Weighted Score (sum of Raw Weighted Scores above):</b>                  The Solicitation Coordinator will use this sum and the formula below to calculate the score.                  Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.</p>			
<p align="center"> <math display="block">\frac{\text{total raw weighted score}}{\text{maximum possible raw weighted score (i.e., 5 x the sum of item weights above)}} \times \text{RFP § 5.1. NUMBER (maximum section score)} = \text{SCORE:}</math> </p>			
<i>State Use – Evaluator Identification:</i>			
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>			

### 6.3. COST PROPOSAL & SCORING GUIDE ATTACHMENT

Each cost item must clearly specify the associated, applicable compensable units of goods or services. While the cost item description should stipulate the applicable compensable units of goods or services, it should also be specified within each blank cost cell. Examples: \$ \_\_\_ / hour, or \$ \_\_\_ / each, etc.

The Cost Proposal format should not require calculations by Respondents.

The Cost Proposal & Scoring Guide (and the associated *pro forma* contract payment methodology) must be drafted such that NO Respondent proposes a total cost equal to zero. This is critical if the cost proposal evaluation formula is to mathematically result in rational numbers as cost proposal scores. (In some instances, it might be necessary to require a minimum proposed amount for one or more compensable units.)

**EVALUATION FACTORS** — A factor associated with each cost item is used to foster reasonable, competitive pricing for all compensable units and to prevent Respondents from offering prices with the intent of gaming the evaluation model but not resulting in the best overall cost to the state. The use of Evaluation Factors should also result in a more appropriate consideration of each cost item in terms of its relative impact upon the total cost to the State under any contract awarded pursuant to the RFP. Typically, all Evaluation Factors must be based upon:

- historic data relating to the number of the associated compensable units previously bought by the state for a comparable period; OR
- the procuring state agency's reasoned projection of the actual number of each compensable unit that the state will buy during the entire contract period (including all renewals or extensions of the contract).

If one or more milestone or other lump sum type payment amounts are included in the mix of cost items, the logical Evaluation Factor for each milestone or lump sum cost item should typically be "1" since each payment amount would be remitted only one time.

Do NOT assume automatic approval of proposed Evaluation Factors. Procuring agency staff may be required to justify and explain in detail the basis for each proposed Evaluation Factor.

**Option: Cost Proposal Format Default – ONE Payment Rate Per Cost Item (static or CPI-escalated).**

Use the default Cost Proposal schedule if the Respondents must offer only one rate per compensable unit for the entire contract period (with or without rate escalation provisions are detailed in the *pro forma* contract).

**Option: Cost Proposal Format – Unit or Temporal Rate Payments (proposed by period).**

Use the following table if Respondents must offer rates for one or more compensable units for each of several specified periods of the contract.

**Option: Cost Proposal Schedule**

If it is beneficial to the State, the number of days that the Cost Proposal shall remain valid may be revised to a number not less than thirty (30) days.

RFP ATTACHMENT 6.3.

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

**COST PROPOSAL SCHEDULE—** The Cost Proposal, detailed below, shall indicate the proposed price for providing goods or services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma Contract*, 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 RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

**ADDITIONAL REQUIREMENTS FOR COMPLETING PROPOSED COST (I.E., MINIMUM AMOUNT, "BLANK" CELLS, ETC.)**

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

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

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

<b>RESPONDENT SIGNATURE:</b>										
<b>PRINTED NAME &amp; TITLE:</b>										
<b>DATE:</b>										
<b>RESPONDENT LEGAL ENTITY NAME:</b>										
<b>Cost Item Description</b>	Proposed Cost					State Use ONLY				
	DATE— DATE	DATE— DATE	DATE— DATE	DATE— DATE	DATE— DATE	Sum	Evaluation Factor	Evaluation Cost (sum x factor)		
DESCRIPTION	\$ / UNIT		NUMBER							
REPEAT AS NECESSARY	\$ / UNIT		NUMBER							

RESPONDENT LEGAL ENTITY NAME:	Proposed Cost						State Use ONLY		
	DATE— DATE	DATE— DATE	DATE— DATE	DATE— DATE	DATE— DATE	DATE— DATE	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Cost Item Description									
REPEAT AS NECESSARY	\$ / UNIT		NUMBER						
REPEAT AS NECESSARY	\$ / UNIT		NUMBER						
REPEAT AS NECESSARY	\$ / UNIT		NUMBER						
<p><b>TOTAL EVALUATION COST AMOUNT</b> (sum of evaluation costs above):</p> <p>The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.</p>									
<p>lowest evaluation cost amount from all proposals <math>\times</math> RFP § 5.1. NUMBER = SCORE</p> <p>evaluation cost amount being evaluated (maximum possible score) E:</p>									
<p>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</p>									

**Option: Cost Proposal Format – No Evaluation Factors Column**

In those instances where the relative importance of ALL cost items is equal (for example, if contract payments will be only based on milestone/ lump sum type payments in which the sum of all of the cost items would equal the anticipated cost of the contract), all Evaluation Factors would equal "1." Towards that end, it is acceptable to draft the cost proposal format without the preamble notice relating to Evaluation Factors, without the Evaluation Factor column, or the Sum and Evaluation Factor columns.

**Option: Cost Proposal & Scoring Guide.**

Revise the Cost Proposal & Scoring Guide detailed in the template, as appropriate, to direct Respondents to complete a protected spreadsheet ("protected" so that Respondents may only insert proposed cost as required) provided by the State along with the RFP in lieu of completing the cost proposal table illustrated in the guide.

**6.4. REFERENCE QUESTIONNAIRE ATTACHMENT****Option: Questionnaire Revision.**

Add, delete, or revise questionnaire items as appropriate to the subject procurement so that the State has the best possible information upon which to make a contractor selection.

**6.5. SCORE SUMMARY MATRIX ATTACHMENT**

Replace the RFP Attachment 6.5. table with the following replacement table ONLY IF points will be allocated for the Oral Presentation.

**SCORE SUMMARY MATRIX**

	RESPONDENT NAME		RESPONDENT NAME		RESPONDENT NAME	
<b>GENERAL QUALIFICATIONS &amp; EXPERIENCE</b> (maximum: § 5.1. NUMBER)						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		AVERAGE:		AVERAGE:	
<b>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH</b> (maximum: § 5.1. NUMBER)						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		AVERAGE:		AVERAGE:	
<b>ORAL PRESENTATION</b> (maximum: § 5.1. NUMBER)						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		AVERAGE:		AVERAGE:	
<b>COST PROPOSAL</b> (maximum: § 5.1. NUMBER)	SCORE:		SCORE:		SCORE:	
<b>TOTAL RESPONSE EVALUATION SCORE:</b> (maximum: NUMBER)						
<i>Solicitation Coordinator Signature, Printed Name &amp; Date:</i>						

**6.6. PRO FORMA CONTRACT ATTACHMENT**

Draft the *pro forma* contract in accordance with the current FA-Type, Fee-For-Service Contract Model (or another current model as appropriate).

**Option: Disclaimer for Government Entity Contracts.**

Add the following optional text to the attachment cover page if deemed appropriate.

**If the contract is awarded to a governmental entity established pursuant to *Tennessee Code Annotated* and separate and apart from the State (e.g., a human resource agency, a developmental district, etc.), the standard terms and conditions of the contract shall be revised accordingly.**

**• OIR PRE-APPROVAL  
ENDORSEMENT REQUEST**

**REDLINE COMPARISON TO 11/18/13  
VERSION**



## OIR Pre-Approval Endorsement Request E-Mail Transmittal

**TO :** Jane Chittenden, OIR Procurement & Contract Management Director Contracts  
Department of Finance & Administration  
E-mail : Jane.Chittenden@tn.gov

**FROM :**  
E-mail : \_\_\_\_\_

**DATE :**

**RE :** Request for OIR Pre-Approval Endorsement

**Applicable RFS #**

**OIR Endorsement Signature & Date:**

**Chief Information Officer**

*NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.*

Office for Information Resources (OIR) pre-approval endorsement ~~appears to be~~ required pursuant to procurement regulations pertaining to contracts with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached document(s). This requirement applies to any procurement method regardless of dollar amount.

Please document indicate OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

<b>Contracting Agency</b>	
<b>Agency Contact</b> (name, phone, e-mail)	
<p><b>Required Attachments</b> (as <u>Supporting Request</u> (mark all applicable — copies without signatures acceptable))</p> <p><u>Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to OIR. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. OIR is aware that these documents will not have CPO signature when submitted with this request.</u></p> <p><input type="checkbox"/> Solicitation Document</p> <p><input type="checkbox"/> Special Contract Request</p> <p><input type="checkbox"/> Amendment Request</p> <p><input type="checkbox"/> Proposed <del>contract</del> <u>Contract/Grant</u> or amendment <u>Amendment</u></p>	

**Applicable RFS #**

Original Contract/Grant and Previous Amendments (if any)

**Information Systems Plan (ISP) Project Applicability**

~~Not Applicable to this Request~~ To avoid delay of OIR pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to OIR. If necessary, agency IT staff should contact OIR Planning with questions concerning the need for an ISP project.

IT Director/Staff Name Confirming (required): \_\_\_\_\_

Applicable – Approved ISP Project#

~~Response Confirmed by IT Director/Staff~~ (name):  Not Applicable

**Subject Information Technology Service Description (Brief**

Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract & or solicitation sections related to the IT services.)

Document comparison by Workshare Compare on Thursday, January 23, 2014  
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Input:	
Document 1 ID	file://C:\Users\ba01350\Desktop\OIR Pre-Approval (track changes).doc
Description	OIR Pre-Approval (track changes)
Document 2 ID	file://C:\Users\ba01350\Desktop\Templates\Dec and Jan subcmte meeting revisions\OIR Pre-Approval (clean).docx
Description	OIR Pre-Approval (clean)
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Insertions	21
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Style change	0
Format changed	0
Total changes	39

**• OIR PRE-APPROVAL  
ENDORSEMENT REQUEST**

**CLEAN VERSION**



## OIR Pre-Approval Endorsement Request E-Mail Transmittal

**TO :** Jane Chittenden, OIR Contracts  
Department of Finance & Administration  
E-mail : [Jane.Chittenden@tn.gov](mailto:Jane.Chittenden@tn.gov)

**FROM :**  
E-mail : \_\_\_\_\_

**DATE :**

**RE :** Request for OIR Pre-Approval Endorsement

**Applicable RFS #**

**OIR Endorsement Signature & Date:**

\_\_\_\_\_  
**Chief Information Officer**

*NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.*

Office for Information Resources (OIR) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached document(s). This requirement applies to any procurement method regardless of dollar amount.

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<b>Contracting Agency</b>	
<b>Agency Contact</b> (name, phone, e-mail)	
<b>Attachments Supporting Request</b> (mark all applicable)	
Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to OIR. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. OIR is aware that these documents will not have CPO signature when submitted with this request.	
<input type="checkbox"/> Solicitation Document <input type="checkbox"/> Special Contract Request <input type="checkbox"/> Amendment Request <input type="checkbox"/> Proposed Contract/Grant or Amendment <input type="checkbox"/> Original Contract/Grant and Previous Amendments (if any)	

**Applicable RFS #****Information Systems Plan (ISP) Project Applicability**

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IT Director/Staff Name Confirming (required):

- Applicable – Approved ISP Project#  
 Not Applicable

**Subject Information Technology Service Description**

Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, *etc.* As applicable, identify the contract or solicitation sections related to the IT services.

**PROPOSED CHANGES TO:**

**POLICY NO. 2013-007:**

**CENTRAL PROCUREMENT OFFICE  
GRANT MANAGEMENT AND  
SUBRECIPIENT MONITORING POLICY  
AND PROCEDURES**

**REDLINE VERSION**

**Policy Number 2013-007  
Central Procurement Office  
Grant Management and Subrecipient Monitoring Policy and Procedures**

Effective: ~~May 28, 2013~~DATE  
Prepared by: The Central Procurement Office of the State of Tennessee

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**1. Purpose.**

To provide uniformity in the reporting of, and controls over, the expenditure of awards in connection with the delivery of services by subrecipients of federal and State awards.

To establish guidelines for subrecipient monitoring by Grantor State Agencies.

**2. Scope.**

These policies and procedures apply to all State agencies that award State or federal funds or non-cash assistance to subrecipients. Direct Appropriation Grants are exempt from the requirements of these policies and procedures.

**3. Definitions.**

For purposes of this policy, the following terms shall have the meanings described below:

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"Award" - means any grant of money, loans, non-cash assistance, etc. awarded to the State, or awarded by the State to a person or legal entity, for the furnishing by the State of assistance, whether financial or otherwise, to any person or entity to support a program authorized by law.

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"Cognizant State Agency" - means the State Agency whose funds comprise the greatest percentage of Awards received by a subrecipient as determined by the Department of Finance and Administration (F&A) as defined in F&A Policy 3.

"Cost Allocation Plan" - means the method of distributing to various programs, the costs which benefit more than one program and are not directly assigned as approved by the Department of Finance and Administration.

"Central Procurement Office" -- means the Central Procurement Office of the State of Tennessee acting by and through the Chief Procurement Officer or his or her designee as the context requires.

"Direct Appropriation Grant" - means an authorization by the General Assembly to spend public funds for specific purposes, limited to such terms and conditions, expenditures of a specific amount and purpose and within a fiscal year or biennial period as authorized by the General Assembly.

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“Endowment Grant” - means a limited Grant Contract that originates from a specific appropriation, effecting an award and conveyance of funds or property to a Grantee for a particular purpose to benefit the general public as a whole or some population of the general public. An Endowment Grant is used to transfer funds to a Grantee pursuant to an appropriation.

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“Grant

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**"Grant"** - means any grant of money awarded to the State, or awarded by the State to a person or legal entity, for the furnishing by the State of assistance, whether financial or otherwise, to any person or entity to support a program authorized by law. The term "Grant" does not include an award with the primary purpose of procuring an end product, whether in the form of supplies, services, or construction, or any contract resulting from such an award that should otherwise be provided on a competitive basis.

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**"Grant Budget"** - means a budget itemizing one or more specific activities or purposes under the grant and the maximum amounts a Grantee may be reimbursed.

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**"Grant Contract"** - means a written contract between the federal government, the State, a Grantee, or a Subrecipient that contains the terms and conditions govern the parties duties and responsibilities with respect to an Award.

**"Grantee"** - means the person or entity receiving an Award.

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**"Grantor State Agency"** - means a State Agency that provides an Award to a person or entity.

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**"State"** - means the State of Tennessee and its agencies, boards and commissions as the context requires.

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**"Subrecipient"** - means a non-federal entity that expends State or federal funds received from the State to carry out a State or federal program. Subrecipients may also include, by example only, natural persons, not-for-profit organizations, for-profit organizations, cities, municipalities, counties, authorities, the State and its agencies, boards, commissions, or private and public colleges and universities if they receive federal funds from a State department or agency.

**"Vendor"** - means a dealer, distributor, merchant, or other seller providing goods or services that are in support of project activities. These goods or services may be for an organization's own use or for the use of beneficiaries of a State or federal program.

#### 4. Grantee Selection Process.

Competition is encouraged with all Grantee selections. If competition is not sought, the Grantor State Agency is required to justify the selection of the Grantee to the Central Procurement Office for approval on such forms as required by the Central Procurement Office.

#### 5. Advance Payments.

Upon approval by the Chief Procurement Officer, a grant contract may authorize a partial, periodic, or total advance payment. The Grantor Agency must provide a written justification for any type of advance payment. All grant contracts with approved advanced payments will be reported to the Comptroller of the Treasury.

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## 6. Cognizant Agency Determination Process.

The Cognizant State Agency shall be responsible for approval of the cost allocation plan of the Grantee State Agency. Other funding State Agencies, which also have funds at the Grantee State Agency, must abide by the methods of cost allocation approved by the Cognizant State Agency. Determination of the Cognizant State Agency shall be made by the Department of Finance and Administration. Once assigned, the term of responsibility shall be indefinite, although responsibility may be reassigned upon written request and justification to the Department of Finance and Administration by either the Cognizant State Agency or the Grantee State Agency.

## 7. Grant Budget/Cost Allocation Plan.

Allocation Plan requirements apply to subrecipients other than cities, counties (and subdivisions thereof), and state colleges universities and technology centers. Affected Subrecipients, include all legal entities, which includes without limitation, for profit entities and private not-for-profit entities that are subject to accounting and financial reporting standards promulgated by the Financial Accounting Standards Board (FASB). Allocation Plan requirements also apply to governmental not-for-profit entities that are subject to Governmental Accounting Standards Board (GASB) standards. Vendor contracts are exempt from this requirement.

Acceptable allocation methods to be used by Grantee shall be determined by the Cognizant State Agency. Methods used for allocating costs may differ between Grantees. Once a Grantee receives approval for its method of cost allocation, all other Grantor State Agencies shall accept the Grantee's program application. However, Grantor State Agencies are not required to fully fund the costs that are charged to a particular program under an allocation method if such costs are not allowable under the Grantor State Agency's agreement with the Grantee or exceed the prescribed funding percentage or budgets.

### 7.1 Types of Costs.

#### 7.1.1. *Direct costs.*

Direct costs are those costs that can be identified to benefit a specific program. Such costs include:

- Salaries of persons who provide direct services to program beneficiaries and work on only one program (e.g. aging director, transportation program director);
- Travel costs that can be specifically identified to benefit a particular program;
- Equipment purchased for use in only one program;
- Maintenance or insurance for purchased equipment;
- Supplies which are utilized in only one program;
- A contract for professional services which benefits a single program; and
- Printing which benefits a single program.

#### 7.1.2. *Allocable direct costs.*

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Allocable direct costs are those that benefit more than one program, but do not fall under the criteria of administrative costs. Such costs include:

- Salaries and benefits of program employees whose work benefits more than one program (e.g. nurses, eligibility workers, etc.);
- Travel costs of employees whose work benefits more than one program;
- Occupancy costs of programs;
- Telephone costs of programs;
- Supplies utilized by more than one program;
- Rental and maintenance of equipment used by more than one program;
- Audit costs; and
- Contracted Services that benefit more than one program.

#### 7.1.3. *Administrative costs.*

Administrative costs are those that benefit the operations of the entire entity, but cannot be identified to specific programs. Such costs include:

- Executive director's salary and benefits (or the administrative portion thereof if the executive director spends time on program-related activities);
- Fiscal Officer's salary and benefits;
- Secretarial support of administrative employees;
- Supplies of administrative employees;
- Travel of administrative employees;
- Occupancy costs (e.g. rent and utilities) of administrative employees;
- Postage and telephone costs of administrative employees; and

## 7.2 Liability Insurance.

### 7.2.1. *Allocation Methods.*

The periodic allocation of actual expenditures, rather than the use of a fixed or provisional indirect cost rate, is the most equitable method of cost allocation. The following are allowable methods to allocate administrative costs and allocable direct costs. Any exceptions to these methods must receive prior approval by the Cognizant State Agency.

Administrative costs allocable to programs should be accumulated in a separate cost pool. After allocating the administrative cost pool its share of the allocable direct costs, the total should be periodically allocated to the programs based on the percentage of direct program salaries versus total direct salaries, applied to total administrative costs.

Administrative costs may also be allocated by using total costs to distribute administrative costs. The actual administrative costs are allocated to each

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| program#

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based on its percentage of total actual direct costs for the period after allocation of allocable direct costs.

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Usually, the appropriate time for allocation of allocable direct costs is when they are recorded on the books. However, cost pools may be used for various categories of allocable direct costs for periodic allocation to programs and the administrative cost pool. Examples of acceptable methods for the allocation of allocable direct costs include:

- Salaries and Benefits – allocate on the basis of time records, records of the number of clients served, or other approved bases.
- Travel – allocate on the same basis as salaries and benefits.
- Occupancy costs for program areas – allocate based on the number of square feet occupied by the program area as a percentage of total square feet allocated to all program areas.
- Telephone costs – allocate based on the number of personnel, number of lines, or other equitable method for local service.
- Supplies – allocate based on the number of personnel per program, number of clients served, or other equitable method.
- Contracts for services benefitting more than one program – allocate based on the number of clients served or other equitable method.
- Equipment rental and maintenance – allocate based on usage logs or other equitable method.

#### 7.2.2. *Instructions for Cost Allocation Plans*

Each subrecipient shall prepare a narrative describing in detail the methods used to allocate costs to the various programs. The plan should include an organizational chart and documents and schedules to support the allocation methods.

The following guidelines should be used when preparing the Cost Allocation Plan:

- The nature of the charges to be allocated will depend on the sophistication of the accounting system. The more sophisticated the system, the fewer the types of charges will be treated as allocable direct expense and included for distribution. For example, if each employee keeps a detailed time report, the payroll expenditures might be charged directly to each program, and cost allocation per se would not be involved.
- The cost allocation plan must include plans for allocation of allocable direct costs as well as administrative costs. Allocable direct costs will be included with other direct costs of the program in reports to the grantor. Allocations that are reported in separate line items on the grantor reports should involve the administrative cost pool only. An entity may wish to have more than one

cost allocation pool so that certain types of costs are allocated on different bases.

- All proposed cost allocation plans developed by the Grantee must be reviewed and approved by the entity's designated Cognizant State Agency.
- Once the cost allocation plan has been approved by the Cognizant State Agency, all other funding state agencies must accept the approved plans. Where a contracting state agency has reason to believe that special factors affecting its awards necessitate special consideration, the contracting State Agency should communicate this to the Cognizant State Agency.
- If a dispute arises between the Cognizant State Agency and a Grantor State Agency, the dispute shall be resolved through an appeals process headed by the Commissioner of the Department of Finance and Administration or his or her designee.

#### **8. Subrecipient Contract Monitoring Plan - General Rule.**

All State agencies affected by this Policy shall develop and submit an annual monitoring plan for review and approval to the Central Procurement Office annually by October 1.

The monitoring plan is a summary of the agency's planned monitoring activities for the current annual monitoring cycle and must include:

- The total subrecipient contract population;
- All subrecipient contracts to be monitored during the agency monitoring cycle;
- The identification of the agency monitoring cycle (e.g., the State or federal fiscal year);
- Sample monitoring guides to be utilized for each State or federal program;
- Full-time equivalents and personnel classifications for all staff dedicated to monitoring activities;
- A program description of each State or federal program to be monitored;
- A risk assessment for each subrecipient and its related contracts;
- An explanation of the criteria used to assign risk to subrecipients and their related contracts;
- A summary of the findings from the previous monitoring cycle; and
- An explanation of the agency's corrective action process.

Any changes to the agency monitoring plan following approval by the Central Procurement Office shall be documented by the agency and maintained with their approved plan. Changes to the population of contracts to be monitored should be well documented with an explanation accompanying the changes.

#### **9. How to Distinguish Between a Subrecipient and a Vendor.**

If it is determined that the grantee is a subrecipient, monitoring requirements set forth in this policy shall apply.

There may be unusual circumstances or exceptions to the characteristics of subrecipients and vendors. When determining whether a subrecipient or vendor relationship exists, the substance of the relationship is more important than the form of the agreement. It is not expected that all subrecipient characteristics will be present. Judgment should be used in determining whether a contract represents a subrecipient or a vendor relationship. If the contractual relationship with the State meets the vendor criteria, the State agency must ensure that the procurement, receipt, and payment for goods and services comply with laws, regulations, and contract provisions.

Any entity meeting the subrecipient criteria will be subject to subrecipient contract monitoring. This includes private non-profit entities, for-profit entities, governmental entities, and State and local governments.

To distinguish a subrecipient from a vendor, the characteristics below from OMB Circular A-133, Section 210 should be considered.

#### 9.1 *Subrecipient.*

##### 9.1.1 *Subrecipient Characteristics.*

A subrecipient determines who is eligible to receive the State or Federal financial assistance available through the program that is administered:

- A subrecipient determines the means and methods for carrying out the State or Federal program.
- A subrecipient must fulfill the scope of work requirements.

A subrecipient has its performance measured against whether the objectives of the State or Federal program are met through methods such as, but not limited to:

- A subrecipient must meet performance goals.
- The State must monitor the subrecipient to ensure funds are properly expended.
- The subrecipient must submit periodic progress reports.

A subrecipient has responsibility for programmatic decision making :

- A subrecipient has the authority to make decisions within the terms of agreement.
- A subrecipient determines how to implement its program.
- A subrecipient determines the type of assistance to program beneficiaries.

A subrecipient has responsibility for adherence to applicable State or federal program compliance requirements:

- A subrecipient shall comply with applicable statutes, regulations, rules, and policies.
- The State shall monitor the subrecipient for compliance with program requirements.

## 9.2 *Vendor*

### 9.2.1 Vendor's Characteristics

Vendor's characteristics include the following:

- The vendor provides goods or services to many different purchasers.

Goods or services are provided by the vendor in the normal course of business operations and where:

- The vendor controls the means and methods of how it will produce its goods and services.
- The vendor is not required to provide periodic or year-end reports.
- The vendor's performance is measured against whether it meets contract specifications, not whether it achieves a program's performance outcomes.

The vendor operates in a competitive environment, i.e., more than one vendor provides similar goods or services.

The vendor provides goods or services that are ancillary to the operation of a State or Federal program.

The vendor is not subject to compliance requirements of the State or Federal program, e.g., subrecipient monitoring.

## 10. **State Monitoring Requirements.**

All subrecipient grant contracts must be monitored by the Grantor State Agency at least once every three years. However, it is the Grantor State Agency's responsibility to monitor at a frequency required by the Federal Government. Additionally, more frequent monitoring should be conducted if there are findings from the previous monitoring efforts.

Subrecipient grant contracts with federal frequency monitoring requirements should be reviewed in accordance with such requirements.

Both State and federally funded subrecipient grant contracts shall be reviewed for compliance with the core monitoring areas listed in Section XI of this Policy. All applicable core monitoring areas must be addressed in each monitoring report.

Risk should be assigned to all subrecipients by the Grantor State Agency. At a minimum, the scope of a review must include the program-specific monitoring requirements and the core monitoring areas listed in Section XI of this Policy.

When the Grantor State Agency is selecting the population of grant contracts to be included in the monitoring plan, the following should be considered:

- The level of programmatic or financial risk to the State;
- Whether the grant contract has been monitored in the past three years; and
- Whether the grant contract has had prior findings indicating serious deficiencies.

#### **11. Core Monitoring Areas.**

In addition to State or federal program specific monitoring requirements, all monitoring activities undertaken by any State agency should address the following areas:

- All applicable requirements of Title VI of the *Civil Rights Act of 1964*, as defined in the Title VI Compliance Commission Advisory Memorandum No. 3, April 14, 2004.
- The applicable core monitoring areas, as defined by OMB Circular No. A-133 Compliance Supplement. Currently, these core areas include: activities allowed or unallowed; allowable costs/cost principles; cash management; Davis-Bacon Act; eligibility; equipment and real property management; matching, level of effort, and earmarking; period of availability of funds; procurement, suspension and debarment; program income; real property acquisition and relocation assistance; reporting and special tests and provisions.

#### **12. Exception.**

Pursuant to Tenn. Code Ann. §§ 42-3-114 and 42-2-203, the Tennessee Department of Transportation (TDOT) may accept and expend transit and aviation grant dollars according to the terms and conditions as prescribed by the federal government.

The federal government permits grantees to incur preliminary incidental costs prior to the grant start date. For such TDOT subrecipient grants, preliminary incidental costs incurred by the grantee may be reimbursed.

Other exceptions to this policy may also be set forth in applicable Federal or State law.

#### **13. Reporting Requirements.**

Grantor State agencies shall issue reports summarizing any findings or observations identified during monitoring reviews within 30 business days of completing all field work. Reports shall be distributed to the subrecipient entity and the Comptroller of the Treasury, Division of State Audit. The State agency shall retain a copy of the report.

Upon receipt of a monitoring report with findings, the subrecipient shall prepare a corrective action plan detailing the actions to be taken to correct such findings. The corrective action plan shall include:

- The name of the contact person responsible for the corrective action plan;
- The corrective actions to be taken; and
- The anticipated completion date.

The corrective action plan shall be submitted to the Grantor State Agency for review and approval. It is the responsibility of the Grantor State Agency to notify the subrecipient, in a timely manner, of the approval or rejection of the corrective action plan. If a corrective action plan is not approved, the State Agency and the subrecipient shall work together to develop solutions for correcting the monitoring report findings.

#### **14. Compliance Reviews.**

Agency records obtained pursuant to this Policy shall be subject to evaluation by the Chief Procurement Officer or the Comptroller of the Treasury, or their duly appointed representatives.

#### **Related Statutes, Rules and Policies**

Tenn. Code Ann. §§ 4-36-101, *et seq.*

Tenn. Code Ann. §§ 12-3-101, *et seq.*

Tenn. Code Ann. §§ 12-4-101, *et seq.*

**PROPOSED CHANGES TO:**

**POLICY NO. 2013-007:**

**CENTRAL PROCUREMENT OFFICE  
GRANT MANAGEMENT AND  
SUBRECIPIENT MONITORING POLICY  
AND PROCEDURES**

**CLEAN VERSION**

**Policy Number 2013-007**  
**Central Procurement Office**  
**Grant Management and Subrecipient Monitoring Policy and Procedures**

Effective: DATE

Prepared by: The Central Procurement Office of the State of Tennessee

**1. Purpose.**

To provide uniformity in the reporting of, and controls over, the expenditure of awards in connection with the delivery of services by subrecipients of federal and State awards.

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“Grant Budget” - means a budget itemizing one or more specific activities or purposes under the grant and the maximum amounts a Grantee may be reimbursed.

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#### **4. Grantee Selection Process.**

Competition is encouraged with all Grantee selections. If competition is not sought, the Grantor State Agency is required to justify the selection of the Grantee to the Central Procurement Office for approval on such forms as required by the Central Procurement Office.

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Upon approval by the Chief Procurement Officer, a grant contract may authorize a partial, periodic, or total advance payment. The Grantor Agency must provide a written justification for any type of advance payment. All grant contracts with approved advanced payments will be

reported to the Comptroller of the Treasury.

## **6. Cognizant Agency Determination Process.**

The Cognizant State Agency shall be responsible for approval of the cost allocation plan of the Grantee State Agency. Other funding State Agencies, which also have funds at the Grantee State Agency, must abide by the methods of cost allocation approved by the Cognizant State Agency. Determination of the Cognizant State Agency shall be made by the Department of Finance and Administration. Once assigned, the term of responsibility shall be indefinite, although responsibility may be reassigned upon written request and justification to the Department of Finance and Administration by either the Cognizant State Agency or the Grantee State Agency.

## **7. Grant Budget/Cost Allocation Plan.**

Allocation Plan requirements apply to subrecipients other than cities, counties (and subdivisions thereof), and state colleges universities and technology centers. Affected Subrecipients, include all legal entities, which includes without limitation, for profit entities and private not-for-profit entities that are subject to accounting and financial reporting standards promulgated by the Financial Accounting Standards Board (FASB). Allocation Plan requirements also apply to governmental not-for-profit entities that are subject to Governmental Accounting Standards Board (GASB) standards. Vendor contracts are exempt from this requirement.

Acceptable allocation methods to be used by Grantee shall be determined by the Cognizant State Agency. Methods used for allocating costs may differ between Grantees. Once a Grantee receives approval for its method of cost allocation, all other Grantor State Agencies shall accept the Grantee's program application. However, Grantor State Agencies are not required to fully fund the costs that are charged to a particular program under an allocation method if such costs are not allowable under the Grantor State Agency's agreement with the Grantee or exceed the prescribed funding percentage or budgets.

### **7.1 Types of Costs.**

#### **7.1.1. *Direct costs.***

Direct costs are those costs that can be identified to benefit a specific program. Such costs include:

- Salaries of persons who provide direct services to program beneficiaries and work on only one program (e.g. aging director, transportation program director);
- Travel costs that can be specifically identified to benefit a particular program;
- Equipment purchased for use in only one program;
- Maintenance or insurance for purchased equipment;
- Supplies which are utilized in only one program;
- A contract for professional services which benefits a single program; and

- Printing which benefits a single program.

#### 7.1.2. *Allocable direct costs.*

Allocable direct costs are those that benefit more than one program, but do not fall under the criteria of administrative costs. Such costs include:

- Salaries and benefits of program employees whose work benefits more than one program (e.g. nurses, eligibility workers, etc.);
- Travel costs of employees whose work benefits more than one program;
- Occupancy costs of programs;
- Telephone costs of programs;
- Supplies utilized by more than one program;
- Rental and maintenance of equipment used by more than one program;
- Audit costs; and
- Contracted Services that benefit more than one program.

#### 7.1.3. *Administrative costs.*

Administrative costs are those that benefit the operations of the entire entity, but cannot be identified to specific programs. Such costs include:

- Executive director's salary and benefits (or the administrative portion thereof if the executive director spends time on program-related activities);
- Fiscal Officer's salary and benefits;
- Secretarial support of administrative employees;
- Supplies of administrative employees;
- Travel of administrative employees;
- Occupancy costs (e.g. rent and utilities) of administrative employees;
- Postage and telephone costs of administrative employees; and

## 7.2 Liability Insurance.

#### 7.2.1. *Allocation Methods.*

The periodic allocation of actual expenditures, rather than the use of a fixed or provisional indirect cost rate, is the most equitable method of cost allocation. The following are allowable methods to allocate administrative costs and allocable direct costs. Any exceptions to these methods must receive prior approval by the Cognizant State Agency.

Administrative costs allocable to programs should be accumulated in a separate cost pool. After allocating the administrative cost pool its share of the allocable direct costs, the total should be periodically allocated to the programs based on the percentage of direct program salaries versus total direct salaries, applied to total administrative costs.

Administrative costs may also be allocated by using total costs to distribute administrative costs. The actual administrative costs are allocated to each program based on its percentage of total actual direct costs for the period after allocation of allocable direct costs.

Usually, the appropriate time for allocation of allocable direct costs is when they are recorded on the books. However, cost pools may be used for various categories of allocable direct costs for periodic allocation to programs and the administrative cost pool. Examples of acceptable methods for the allocation of allocable direct costs include:

- Salaries and Benefits – allocate on the basis of time records, records of the number of clients served, or other approved bases.
- Travel – allocate on the same basis as salaries and benefits.
- Occupancy costs for program areas – allocate based on the number of square feet occupied by the program area as a percentage of total square feet allocated to all program areas.
- Telephone costs – allocate based on the number of personnel, number of lines, or other equitable method for local service.
- Supplies – allocate based on the number of personnel per program, number of clients served, or other equitable method.
- Contracts for services benefitting more than one program – allocate based on the number of clients served or other equitable method.
- Equipment rental and maintenance – allocate based on usage logs or other equitable method.

#### *7.2.2. Instructions for Cost Allocation Plans*

Each subrecipient shall prepare a narrative describing in detail the methods used to allocate costs to the various programs. The plan should include an organizational chart and documents and schedules to support the allocation methods.

The following guidelines should be used when preparing the Cost Allocation Plan:

- The nature of the charges to be allocated will depend on the sophistication of the accounting system. The more sophisticated the system, the fewer the types of charges will be treated as allocable direct expense and included for distribution. For example, if each employee keeps a detailed time report, the payroll expenditures might be charged directly to each program, and cost allocation per se would not be involved.
  - The cost allocation plan must include plans for allocation of allocable direct costs as well as administrative costs. Allocable direct costs will be included with other direct costs of the program in reports to the grantor. Allocations that are reported in separate line items on the grantor reports should involve the administrative cost pool only. An entity may wish to have more than one cost allocation pool so that certain types of costs are allocated on different bases.

- All proposed cost allocation plans developed by the Grantee must be reviewed and approved by the entity's designated Cognizant State Agency.
- Once the cost allocation plan has been approved by the Cognizant State Agency, all other funding state agencies must accept the approved plans. Where a contracting state agency has reason to believe that special factors affecting its awards necessitate special consideration, the contracting State Agency should communicate this to the Cognizant State Agency.
- If a dispute arises between the Cognizant State Agency and a Grantor State Agency, the dispute shall be resolved through an appeals process headed by the Commissioner of the Department of Finance and Administration or his or her designee.

## **8. Subrecipient Contract Monitoring Plan - General Rule.**

All State agencies affected by this Policy shall develop and submit an annual monitoring plan for review and approval to the Central Procurement Office annually by October 1.

The monitoring plan is a summary of the agency's planned monitoring activities for the current annual monitoring cycle and must include:

- The total subrecipient contract population;
- All subrecipient contracts to be monitored during the agency monitoring cycle;
- The identification of the agency monitoring cycle (e.g., the State or federal fiscal year);
- Sample monitoring guides to be utilized for each State or federal program;
- Full-time equivalents and personnel classifications for all staff dedicated to monitoring activities;
- A program description of each State or federal program to be monitored;
- A risk assessment for each subrecipient and its related contracts;
- An explanation of the criteria used to assign risk to subrecipients and their related contracts;
- A summary of the findings from the previous monitoring cycle; and
- An explanation of the agency's corrective action process.

Any changes to the agency monitoring plan following approval by the Central Procurement Office shall be documented by the agency and maintained with their approved plan. Changes to the population of contracts to be monitored should be well documented with an explanation accompanying the changes.

## **9. How to Distinguish Between a Subrecipient and a Vendor.**

If it is determined that the grantee is a subrecipient, monitoring requirements set forth in this policy shall apply.

There may be unusual circumstances or exceptions to the characteristics of subrecipients and

vendors. When determining whether a subrecipient or vendor relationship exists, the substance of the relationship is more important than the form of the agreement. It is not expected that all subrecipient characteristics will be present. Judgment should be used in determining whether a contract represents a subrecipient or a vendor relationship. If the contractual relationship with the State meets the vendor criteria, the State agency must ensure that the procurement, receipt, and payment for goods and services comply with laws, regulations, and contract provisions.

Any entity meeting the subrecipient criteria will be subject to subrecipient contract monitoring. This includes private non-profit entities, for-profit entities, governmental entities, and State and local governments.

To distinguish a subrecipient from a vendor, the characteristics below from OMB Circular A-133, Section 210 should be considered.

## 9.1 *Subrecipient.*

### 9.1.1 *Subrecipient Characteristics.*

A subrecipient determines who is eligible to receive the State or Federal financial assistance available through the program that is administered:

- A subrecipient determines the means and methods for carrying out the State or Federal program.
- A subrecipient must fulfill the scope of work requirements.

A subrecipient has its performance measured against whether the objectives of the State or Federal program are met through methods such as, but not limited to:

- A subrecipient must meet performance goals.
- The State must monitor the subrecipient to ensure funds are properly expended.
- The subrecipient must submit periodic progress reports.

A subrecipient has responsibility for programmatic decision making :

- A subrecipient has the authority to make decisions within the terms of agreement.
- A subrecipient determines how to implement its program.
- A subrecipient determines the type of assistance to program beneficiaries.

A subrecipient has responsibility for adherence to applicable State or federal program compliance requirements:

- A subrecipient shall comply with applicable statutes, regulations, rules, and policies.
- The State shall monitor the subrecipient for compliance with program requirements.

## 9.2 *Vendor*

### 9.2.1 Vendor's Characteristics

Vendor's characteristics include the following:

- The vendor provides goods or services to many different

purchasers. Goods or services are provided by the vendor in the normal course

of business

operations and where:

- The vendor controls the means and methods of how it will produce its goods and services.
- The vendor is not required to provide periodic or year-end reports.
- The vendor's performance is measured against whether it meets contract specifications, not whether it achieves a program's performance outcomes.

The vendor operates in a competitive environment, i.e., more than one vendor provides similar goods or services.

The vendor provides goods or services that are ancillary to the operation of a State or Federal program.

The vendor is not subject to compliance requirements of the State or Federal program, e.g., subrecipient monitoring.

## **10. State Monitoring Requirements.**

All subrecipient grant contracts must be monitored by the Grantor State Agency at least once every three years. However, it is the Grantor State Agency's responsibility to monitor at a frequency required by the Federal Government. Additionally, more frequent monitoring should be conducted if there are findings from the previous monitoring efforts.

Subrecipient grant contracts with federal frequency monitoring requirements should be reviewed in accordance with such requirements.

Both State and federally funded subrecipient grant contracts shall be reviewed for compliance with the core monitoring areas listed in Section XI of this Policy. All applicable core monitoring areas must be addressed in each monitoring report.

Risk should be assigned to all subrecipients by the Grantor State Agency. At a minimum, the scope of a review must include the program-specific monitoring requirements and the core monitoring areas listed in Section XI of this Policy.

When the Grantor State Agency is selecting the population of grant contracts to be included in the monitoring plan, the following should be considered:

- The level of programmatic or financial risk to the State;
- Whether the grant contract has been monitored in the past three years; and
- Whether the grant contract has had prior findings indicating serious deficiencies.

#### **11. Core Monitoring Areas.**

In addition to State or federal program specific monitoring requirements, all monitoring activities undertaken by any State agency should address the following areas:

- All applicable requirements of Title VI of the *Civil Rights Act of 1964*, as defined in the Title VI Compliance Commission Advisory Memorandum No. 3, April 14, 2004.
- The applicable core monitoring areas, as defined by OMB Circular No. A-133 Compliance Supplement. Currently, these core areas include: activities allowed or unallowed; allowable costs/cost principles; cash management; Davis-Bacon Act; eligibility; equipment and real property management; matching, level of effort; and earmarking; period of availability of funds; procurement, suspension and debarment; program income; real property acquisition and relocation assistance; reporting and special tests and provisions.

#### **12. Exception.**

Pursuant to Tenn. Code Ann. §§ 42-3-114 and 42-2-203, the Tennessee Department of Transportation (TDOT) may accept and expend transit and aviation grant dollars according to the terms and conditions as prescribed by the federal government.

The federal government permits grantees to incur preliminary incidental costs prior to the grant start date. For such TDOT subrecipient grants, preliminary incidental costs incurred by the grantee may be reimbursed.

Other exceptions to this policy may also be set forth in applicable Federal or State law.

#### **13. Reporting Requirements.**

Grantor State agencies shall issue reports summarizing any findings or observations identified during monitoring reviews within 30 business days of completing all field work. Reports shall be distributed to the subrecipient entity and the Comptroller of the Treasury, Division of State Audit. The State agency shall retain a copy of the report.

Upon receipt of a monitoring report with findings, the subrecipient shall prepare a corrective action plan detailing the actions to be taken to correct such findings. The corrective action plan shall include:

- The name of the contact person responsible for the corrective action plan;
- The corrective actions to be taken; and
- The anticipated completion date.

The corrective action plan shall be submitted to the Grantor State Agency for review and approval. It is the responsibility of the Grantor State Agency to notify the subrecipient, in a timely manner, of the approval or rejection of the corrective action plan. If a corrective action plan is not approved, the State Agency and the subrecipient shall work together to develop solutions for correcting the monitoring report findings.

#### **14. Compliance Reviews.**

Agency records obtained pursuant to this Policy shall be subject to evaluation by the Chief Procurement Officer or the Comptroller of the Treasury, or their duly appointed representatives.

#### **Related Statutes, Rules and Policies**

Tenn. Code Ann. §§ 4-56-101, *et seq.*

Tenn. Code Ann. §§ 12-3-101, *et seq.*

Tenn. Code Ann. §§ 12-4-101, *et seq.*

**PROPOSED ADDITIONS REGARDING  
COOPERATIVE PURCHASE  
AGREEMENTS TO:**

**SECTIONS 4.1 AND 6.7 OF THE  
*PROCUREMENT PROCEDURES MANUAL  
OF THE CENTRAL PROCUREMENT  
OFFICE***

**REDLINE COMPARISON TO 1/17/14  
VERSION**

## Cooperative Purchase Agreements

**REQUEST:** Add information to the *Procurement Procedures Manual of the Central Procurement Office* regarding Cooperative Purchase Agreements as authorized by Tenn. Code Ann. § 12-3-512, which provides the following: “The central procurement office may participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of goods or services with one (1) or more other states or local governments in accordance with an agreement entered into between the participants. All cooperative purchasing conducted under this section shall be awarded through full and open competition and pursuant to policies or rules and regulations approved by the procurement commission.”

“Cooperative Purchasing Agreement” means a written contract or agreement procured for the benefit of two or more governmental entities to make purchases of goods or services.

“Cooperative Purchasing Agreement” means a written contract procured for the benefit of two or more governmental entities to make purchases of goods or services.

### 6.7.3. Procedure.

#### 6.7.3.1. Participating in Existing Cooperative Purchasing Agreements.

Prior to entering into any contract awarded through a Cooperative Purchasing Agreement, the Central Procurement Office shall first determine whether the Cooperative Purchasing Agreement, or the underlying contracts making up the Cooperative Purchasing Agreement, was procured consistent with applicable Tennessee law. If established by a competitive procurement process consistent with applicable Tennessee law, the Central Procurement Office will review the specifications and proposed terms and conditions of the contract to ensure that the Cooperative Purchasing Agreement does not contravene applicable Tennessee law. The Central Procurement Office will also conduct all necessary market research and analysis to ascertain whether the pricing and terms and conditions are equal to or more favorable than those that Tennessee could procure by engaging in a separate procurement.

#### 6.7.3.2. Acting as Lead State.

The Central Procurement Office shall follow policies and procedures as set forth in this Manual with respect to procuring a Cooperative Purchasing Agreement. Any Cooperative Purchasing Agreement procured by the Central Procurement Office shall be available to Tennessee agencies, local governments, Tennessee higher education institutions, and states and local governments outside of Tennessee.

## Cooperative Purchase Agreements

### 6.7.3. Procedure.

#### 6.7.3.1. Participating in Existing Cooperative Purchasing Agreements.

Prior to entering into any contract awarded through a Cooperative Purchasing Agreement, the Central Procurement Office shall first determine whether the Cooperative Purchasing Agreement, or the underlying contracts making up the Cooperative Purchasing Agreement, was procured consistent with applicable Tennessee law. If established by a competitive procurement process consistent with applicable Tennessee law, the Central Procurement Office will review the specifications and proposed terms and conditions of the contract to ensure that the Cooperative Purchasing Agreement does not contravene applicable Tennessee law. The Central Procurement Office will also conduct all necessary market research and analysis to ascertain whether the pricing and terms and conditions are equal to or more favorable than those that Tennessee could procure by engaging in a separate procurement.

#### 6.7.3.2. Acting as Lead State.

The Central Procurement Office shall follow all policies and procedures as set forth in this Manual. Any Cooperative Purchasing Agreement procured by the Central Procurement Office shall be available to Tennessee agencies, local governments, Tennessee higher education institutions, and states and local governments outside of Tennessee, except as otherwise provided in the Cooperative Purchasing Agreement.

#### 6.7.3.3. Decision Factors for Entering Into a Cooperative Purchasing Agreement.

The following factors may be considered when evaluating whether to utilize a Cooperative Purchasing Agreement versus procuring on the open market:

- The estimated volume of the goods or services needed;
- Whether the Cooperative Purchasing Agreement provides standard specifications or scope of services;
- The potential for cost savings by using the Cooperative Purchasing Agreement;
- The time needed to establish the Cooperative Purchasing Agreement;
- Whether there is a history of poor quality or difficulty in developing specifications for the goods or services in Tennessee;
- If the Cooperative Purchasing Agreement was established by competitive sealed responses;

## Cooperative Purchase Agreements

- If other state agencies, local governments or institutions of higher education in Tennessee will utilize the Cooperative Purchasing Agreement; and,
- If the terms and conditions of the Cooperative Purchasing Agreement are consistent with applicable Tennessee law.

### 6.7.3.4. Supporting Documents.

A request by a procurement professional to have the State enter into a Cooperative Purchase Agreement or for the State to act as the lead state in a Cooperative Purchasing Agreement should be submitted to the Chief Procurement Officer and supported by the following supporting documents as applicable:

- Details showing that the Cooperative Purchasing Agreement was the result of full and open competition;
- A copy of the Cooperative Purchasing Agreement;
- A form of Participating Addendum or other authorizing document in which the State is expected to sign; and,
- A business case study that details why the Cooperative Purchasing Agreement is in the State's best interests (e.g., pricing on equal or better terms and conditions than if the State had procured the goods or services in the open market by itself, greater quality, quantity or source of supply, justifications for entering into the Cooperative Purchasing instead of an open market procurement, etc.).

Document comparison by Workshare Compare on Thursday, January 23, 2014  
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Input:	
Document 1 ID	file://C:\Users\ba01350\Desktop\Amendment to Add Cooperative Purchase Agreement Info 1-16-14.docx
Description	Amendment to Add Cooperative Purchase Agreement Info 1-16-14
Document 2 ID	file://E:\Docs for Policy Subcmte\Amendment to Add Cooperative Purchase Agreement Info 1.23.14.docx
Description	Amendment to Add Cooperative Purchase Agreement Info 1.23.14
Rendering set	Standard

Legend:	
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<del>Moved-deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	40
Deletions	11
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	51

**PROPOSED ADDITIONS REGARDING  
COOPERATIVE PURCHASE  
AGREEMENTS TO:**

**SECTIONS 4.1 AND 6.7 OF THE  
*PROCUREMENT PROCEDURES MANUAL  
OF THE CENTRAL PROCUREMENT  
OFFICE***

**CLEAN VERSION**

## Cooperative Purchase Agreements

**REQUEST:** Add information to the *Procurement Procedures Manual of the Central Procurement Office* regarding Cooperative Purchase Agreements as authorized by Tenn. Code Ann. § 12-3-512, which provides the following: “The central procurement office may participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of goods or services with one (1) or more other states or local governments in accordance with an agreement entered into between the participants. All cooperative purchasing conducted under this section shall be awarded through full and open competition and pursuant to policies or rules and regulations approved by the procurement commission.”

**Insert the following to Section 4.1., Definitions, after the definition for “Contracting Party”:**

“Cooperative Purchasing Agreement” means a written contract procured for the benefit of two or more governmental entities to make purchases of goods or services.

**Insert the following Section and subsections as new Section 6.7. *et. seq.*, Cooperative Purchase Agreements:**

**6.7. *Cooperative Purchase Agreements.***

**6.7.1. *Purpose.***

The Central Procurement Office is authorized to procure, participate in, sponsor, conduct or administer, with other states, local governments or multistate or multi-governmental coalitions, a Cooperative Purchasing Agreement for the purchase of goods or services. A Cooperative Purchase Agreement may include an option for other states or governmental entities that did not participate in the original Cooperative Purchasing Agreement procurement to participate in the Cooperative Purchasing Agreement.

**6.7.2. *Scope.***

The Central Procurement Office may enter into an existing Cooperative Purchasing Agreement or may act as the lead state with respect to a Cooperative Purchasing Agreement procurement by issuing a solicitation, receiving and evaluating solicitation responses and awarding one or more contracts to one or more respondents. The Cooperative Purchasing Agreement shall specify that each party is solely responsible for all purchases made under its terms. A participating addendum or other authorizing documents shall be used with the Cooperative Purchasing Agreement to resolve any conflicts with Tennessee law, rules or Central Procurement Office policies.

## Cooperative Purchase Agreements

### 6.7.3. Procedure.

#### 6.7.3.1. Participating in Existing Cooperative Purchasing Agreements.

Prior to entering into any contract awarded through a Cooperative Purchasing Agreement, the Central Procurement Office shall first determine whether the Cooperative Purchasing Agreement, or the underlying contracts making up the Cooperative Purchasing Agreement, was procured consistent with applicable Tennessee law. If established by a competitive procurement process consistent with applicable Tennessee law, the Central Procurement Office will review the specifications and proposed terms and conditions of the contract to ensure that the Cooperative Purchasing Agreement does not contravene applicable Tennessee law. The Central Procurement Office will also conduct all necessary market research and analysis to ascertain whether the pricing and terms and conditions are equal to or more favorable than those that Tennessee could procure by engaging in a separate procurement.

#### 6.7.3.2. Acting as Lead State.

The Central Procurement Office shall follow all policies and procedures as set forth in this Manual. Any Cooperative Purchasing Agreement procured by the Central Procurement Office shall be available to Tennessee agencies, local governments, Tennessee higher education institutions, and states and local governments outside of Tennessee, except as otherwise provided in the Cooperative Purchasing Agreement.

#### 6.7.3.3. Decision Factors for Entering Into a Cooperative Purchasing Agreement.

The following factors may be considered when evaluating whether to utilize a Cooperative Purchasing Agreement versus procuring on the open market:

- The estimated volume of the goods or services needed;
- Whether the Cooperative Purchasing Agreement provides standard specifications or scope of services;
- The potential for cost savings by using the Cooperative Purchasing Agreement;
- The time needed to establish the Cooperative Purchasing Agreement;
- Whether there is a history of poor quality or difficulty in developing specifications for the goods or services in Tennessee;
- If the Cooperative Purchasing Agreement was established by competitive

## Cooperative Purchase Agreements

sealed responses;

- If other state agencies, local governments or institutions of higher education in Tennessee will utilize the Cooperative Purchasing Agreement; and,
- If the terms and conditions of the Cooperative Purchasing Agreement are consistent with applicable Tennessee law.

### 6.7.3.4. *Supporting Documents.*

A request by a procurement professional to have the State enter into a Cooperative Purchase Agreement or for the State to act as the lead state in a Cooperative Purchasing Agreement should be submitted to the Chief Procurement Officer and supported by the following supporting documents as applicable:

- Details showing that the Cooperative Purchasing Agreement was the result of full and open competition;
- A copy of the Cooperative Purchasing Agreement;
- A form of Participating Addendum or other authorizing document in which the State is expected to sign; and,
- A business case study that details why the Cooperative Purchasing Agreement is in the State's best interests (e.g., pricing on equal or better terms and conditions than if the State had procured the goods or services in the open market by itself, greater quality, quantity or source of supply, justifications for entering into the Cooperative Purchasing instead of an open market procurement, etc.).