



STATE OF TENNESSEE
THE TENNESSEE BOARD OF REGENTS,
THE UNIVERSITY OF TENNESSEE

**REQUEST FOR PROPOSALS
FOR
Commercial Card Services**

RFP # 32101-15115

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1. INTRODUCTION

The State of Tennessee, The Tennessee Board of Regents and The University of Tennessee, each of which is individually and collectively referred to as the "Authorized Entities", has issued this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and outline the Authorized Entities' process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, the Authorized Entities seek 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 Authorized Entities as contractors, subcontractors, or suppliers.

1.1. Definitions and Abbreviations

DEFINED ABBREVIATIONS OR TERMS USED THROUGHOUT THE RFP.

TERM	DEFINITION
Account(s)	Each credit account established by the Contractor pursuant to the Contract.
Agency or Agencies	The State of Tennessee, acting by or through one or more departments, boards, commissions, offices or institutions of the State of Tennessee.
Authorized Entity or Authorized Entities	Agencies, Tennessee Board of Regents, University of Tennessee, local governments, or any other entity authorized by the laws of the State of Tennessee to participate in statewide contracts, or the State of Tennessee or Central Procurement Office (CPO) acting on behalf of one or more such Agencies, Tennessee Board of Regents, University of Tennessee, local governments, or other entities, provided that each such entity shall be held solely responsible for liabilities or payments due as a result of its participation.
Authorized User(s)	Personnel that are designated by Authorized Entities to incur expenses on behalf of the Authorized Entity during the term of this Contract, and who are to receive Commercial Cards, by submitting completed Commercial Card applications.
Cardholder(s)	Authorized User(s) to whom Commercial Cards are issued.
Central Procurement Office or CPO	The State of Tennessee Central Procurement Office (CPO).
Central Purchasing Account(s)	A centrally-billed Purchasing Card Account with no physical card that is issued to the Authorized Entity and assigned to a specific business unit/department ID.
Central Travel Account(s)	An Account with Corporate Liability that can be used for the payment of business travel expenses by Authorized Users permitted by the Authorized Entity to use such Account.
Commercial Card(s)	A card intended to be used for purchasing goods or services by an Authorized Entity in the ordinary course of business. The scope of the Commercial Card shall include Purchasing Cards and Travel Cards and may include, but is not limited to, Fleet/Fuel Cards, Event Cards, or Departmental Cards.
Common Carrier	Any land, water or air conveyance operated by those whose occupation or business is the transportation of persons for hire.
Contract	The writing(s) that contain the agreement of the Central Procurement Office (CPO), Tennessee Board of Regents, University of Tennessee, and the Respondent/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law.

Contractor(s)	Any successful Respondent(s) to whom a Contract has been awarded by the Central Procurement Office (CPO).
Departmental Card(s)	A Commercial Card, which may or may not be in the name of an individual, intended to be used by a department or a division within the Authorized Entity, for such department's or division's expenses incurred in the ordinary course of business.
Departmental Card Manager	Personnel identified by the Authorized Entity in writing by paper or electronic application that shall oversee the use of Departmental Cards.
Dollar Volume Rebate Percentage	The Dollar Volume Rebate Percentage is set each quarter based on the annualized spend level, including both standard and Large Ticket Transactions, from all Authorized Entities under the contract. Specifically, the quarterly transaction volume will be multiplied by four to determine the appropriate Dollar Volume Rebate Percentage. Within 60 days after the end of each agreement year, the Contractor will "true up" and pay the remaining annualized rebate. The annualized rebate will be determined by the following equation: ((annual transaction volume x Dollar Volume Rebate Percentage) – Rebate paid for Quarters 1, 2, and 3 of the contract year) – Total Credit Losses).
Emergency Card(s)	A Commercial Card that the Contractor issues directly to the Cardholder to make payment for emergency expenses. The card has single authorizations and is set up in a hierarchy to prevent any impact on the ongoing Commercial Card program. The Card can be loaded with present controls and restrictions as designated by the Authorized Entity.
ePayable(s) or ePayable(s) Solution	A Commercial Card program with the required technologies and services to implement an alternate Payee payment method that uses credit card technology to electronically pay Payees.
Event Card(s)	A Commercial Card, which may or may not be in the name of an individual, intended to be used by an Authorized Entity for an event's expenses incurred in the ordinary course of business.
Event Card Manager	Personnel identified by the Authorized Entity in writing by paper or electronic application that shall oversee the use of Event Cards.
Fleet Card(s) or Fuel Card(s)	A Commercial Card that the Contractor issues directly to the Cardholder to make payment for fuel or fleet expenses.
Ghost Account(s) or Virtual Account(s)	A Commercial Card, which may or may not be in the name of an individual, issued without a physical card.
Individual Liability	Accounts for which each Cardholder is independently liable for all transactions initiated on such Account.
Joint and Several Liability	With regard to an individual Cardholder's Account means the Authorized Entity and the individual Cardholder are jointly and severally liable for payment of all transactions initiated on such individual Cardholder's Account.
Large Ticket Transaction	Certain transactions which, based upon the type of merchant and/or transaction dollar amount, are subject to a Visa or MasterCard large ticket interchange program, as determined by and amended by Visa and MasterCard from time to time
Level III Data	Line-item detail on transactions that provides information similar to an itemized invoice. The detail can include, but is not limited to, item description, item quantity, item unit of measure, item total cost, item commodity code, item product code, item unit cost, and item VAT (value-added-tax) amount/rate.
Mandatory Requirement(s)	Requirements that the Respondent must meet in order to be eligible for Contract award.
Master Account Billing Statement	Report issued to Authorized Entity at the end of each billing cycle showing recent transactions, balance due, and other key

	information.
Net Charge Volume	The total annual contract charges by all Authorized Entities less formally disputed transactions.
Other Governmental Body	An agency, a board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: (i) the judicial branch (ii) the legislative branch (iii) a political subdivision (includes towns, cities, local governments, etc.)
Payee(s)	The person, firm, entity, or organization to which a payment is made by the Contractor on behalf of the Authorized Entity via the ePayables Solution.
Personal Information	Information provided to Contractor in the course of Contractor's performance under this Contract that (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions, and other personal identifiers).
Proposal(s)	The Respondent's submission of all documents in response to the solicitation, including but not limited to responses to Attachments 6.1-6.5.
Public Conveyance	Any land only Common Carrier, including taxi, bus, train or airport limousine, but not including courtesy transport without a specific charge.
Purchasing Card(s)	A Commercial Card, which may or may not be in the name of an individual, intended to be used for purchasing goods or services by an Authorized Entity in the ordinary course of business.
Red Flags Rule	An anti-fraud regulation, requiring creditors and financial institutions with covered accounts to execute mechanisms to identify, detect, and respond to the warning signs, or 'red flags,' that could signify identity theft.
Respondent(s)	The entity that submits materials to the Central Procurement Office (CPO) in accordance with these instructions.
Response(s)	The material submitted by the respondent in answering the solicitation.
Responsive Bidder(s) or Responsive Respondent(s)	A Bidder or Respondent meeting the specifications or requirements prescribed in the Proposal Document or solicitation, as determined by the Central Procurement Office.
Schedule of Events	The list of critical dates and actions included in the introductory materials.
Security Incident	Any reasonably suspected breach of information security, unauthorized access to any system, server or database, or any other unauthorized access, use, or disclosure of Personal Information or highly-sensitive Personal Information occurring on systems under Contractor's control.
Solicitation Coordinator	State of Tennessee Central Procurement Office (CPO) representative for whom all communications relating to this solicitation shall be directed.
Subcontractor(s)	Any individual or other legal entity, including but not limited to sole proprietor, partnership, limited liability company, firm or corporation, that has entered into a Contract, express or implied, for the

	performance of a portion of a Contract with a Contractor.
Travel Card(s)	A Commercial Card issued to the Authorized Entity and assigned to a specific Cardholder to make payments for travel expenses. The Travel Card may be billed to the individual Cardholder with full State Liability (herein referred to as "Individually-billed Travel Card") may be billed to the individual with the liability assumed by the individual (herein referred to as "Individual-Liability Travel Card"), or may be billed to the individual with the liability split between the Authorized Entity and the individual (herein referred to as "Individual-Liability Travel Card" with "Joint and Several Liability").
Total Credit Losses	Means, for any Calculation Period, the sum of (i) the Contractor's credit losses (including but not limited to fraud, lost/stolen cards, disputes, counterfeit, etc.) on Accounts for the calculation period and (ii) the Contractor's credit losses on Accounts from any previous calculation period which have not been applied against any rebate payable under the contract.

1.2. **Statement of Procurement Purpose**

The purpose of this RFP is to select a Contractor that can meet the Authorized Entities' need for Commercial Card Services. It is the Authorized Entities' intent to contract with a Contractor or Contractors that provide the Authorized Entities products and services as specified within this RFP at the best overall value (see *Tennessee Code Annotated*, Section 12-3-101). Other Governmental Bodies and qualified non-profit agencies may utilize the Statewide Contract (SWC) as negotiated by the Authorized Entities. While Other Governmental Bodies are not required to participate in this Statewide Contract, the Authorized Entities strongly encourage them to use the price agreement(s) resulting from this RFP.

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

The RFP Attachment 6.6., *Pro Forma* Contract details the Authorized Entities' 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.

1.4. **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.

1.5. **RFP Communications**

1.5.1. The Authorized Entities have assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 32101-15115

1.5.2. Unauthorized contact about this RFP with employees or officials of the Authorized Entities except as detailed below may result in disqualification from consideration under this procurement process.

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

Chris Romaine
Central Procurement Office
Department of General Services
WRS Tennessee Tower, 3rd Floor
312 Rosa L. Parks Ave., Nashville, TN 37243
615-253-5613
christopher.romaine@tn.gov

1.5.2.2. 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 <http://tn.gov/generalservices/article/request-for-proposals-rfp-opportunities> for contact information); and
- b. the following individual designated by the Authorized Entities to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Helen Crowley
Central Procurement Office
William R. Snodgrass TN Tower, 3rd Floor
312 Rosa L. Parks Ave., Nashville, TN 37243
O: 615-741-3836 F: 615-741-0684
helen.crowley@tn.gov

1.5.3. Only the Authorized Entities' official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between the Authorized Entities official and one or more Respondents are unofficial and non-binding.

1.5.4. Potential Respondents must ensure that the Authorized Entities receive 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.

1.5.5. Respondents must assume the risk of the method of dispatching any communication or response to the Authorized Entities. The Authorized Entities assume 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 Authorized Entities by a specified deadline is not a substitute for the Authorized Entities' actual receipt of a communication or response.

1.5.6. The Authorized Entities will convey all official responses and communications related to this RFP to the prospective Respondents from whom the Authorized Entities have received a Notice of Intent to Respond (refer to RFP Section 1.9).

- 1.5.7. The Authorized Entities reserve the right to determine, at their 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 Authorized Entities. For internet posting, please refer to the following website: <http://tn.gov/generalservices/article/request-for-proposals-rfp-opportunities>.
- 1.5.8. The Authorized Entities reserve the right to determine, at their sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The Authorized Entities' official, written responses will constitute an amendment of this RFP.
- 1.5.9. Any data or factual information provided by the Authorized Entities (in this RFP, an RFP amendment, or any other communication relating to this RFP) is for informational purposes only. The Authorized Entities 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 Authorized Entities. The Authorized Entities expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

All statistical or fiscal data or information provided by the Authorized Entities in conjunction with this RFP, whether by way of exhibits, amendments, or modifications to this RFP, is provided by the Authorized Entities "as is." The Authorized Entities expressly disclaim 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 Authorized Entities.

1.6. **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 participation 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.

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

- 1.7.1. 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").
- 1.7.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the Authorized Entities no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.7.3. 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 Authorized Entities, in writing, by the Written Questions & Comments Deadline.

1.8. **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:

Tennessee Tower, 3rd Floor, Conference Room B
312 Rosa L. Parks Ave., Nashville, TN 37243

The purpose of the conference is to discuss the RFP scope of goods or services. The Authorized Entities will entertain questions; however, prospective Respondents must understand that the Authorized Entities' 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 Authorized Entities will send the official response to these questions and comments to prospective Respondents from whom the Authorized Entities have received a Notice of Intent to respond as indicated in RFP Section 1.9 and on the date detailed in the RFP Section 2, Schedule of Events.

1.9. **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.

1.10. **Response Deadline**

A Respondent must ensure that the Authorized Entities receive a response no later than the response Deadline time and date detailed in the RFP Section 2, Schedule of Events. A Respondent must respond, as required, to this RFP (including its attachments) as may be amended. The Authorized Entities 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 Authorized Entities. 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 Authorized Entities' best estimate for this RFP.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		February 2, 2016
2. Disability Accommodation Request Deadline	2:00 p.m.	February 5, 2016
3. Pre-response Conference	10:00 a.m.	February 11, 2016
4. Notice of Intent to Respond Deadline	2:00 p.m.	February 12, 2016
5. Written "Questions & Comments" Deadline	2:00 p.m.	February 23, 2016
6. Authorized Entities Response to Written "Questions & Comments"		March 9, 2016
7. RFP Response Deadline	2:00 p.m.	April 4, 2016
8. Authorized Entities Schedule Respondent Oral Presentation		April 12, 2016
9. Respondent Oral Presentations	8 a.m. – 4:30 p.m.	April 19 - April 21, 2016
10. Authorized Entities Completion of Technical Response Evaluations		May 3, 2016
11. Authorized Entities Opening & Scoring of Rebate Proposals	2:00 p.m.	May 4, 2016
12. Authorized Entities Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	May 25, 2016
13. End of Open File Period		June 1, 2016
14. Authorized Entities send contract to Contractor for signature		July 5, 2016
15. Contractor Signature Deadline	2:00 p.m.	July 12, 2016

2.2. **The Authorized Entities reserve the right, at their 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 Authorized Entities will communicate such to prospective Respondents from whom the Authorized Entities have received a Notice of Intent to Respond (refer to section 1.9).

3. RESPONSE REQUIREMENTS

3.1. Response Form

A response to this RFP must consist of two parts, a Technical Response and a Rebate 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) are included in any part of the technical response, the Authorized Entities 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 oversized exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Response should 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 Authorized Entities 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. **Rebate Proposal.** A Rebate Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Rebate Proposal & Scoring Guide.

NOTICE: If a Respondent fails to submit a Rebate Proposal exactly as required, the Authorized Entities 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., Rebate 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 Rebate Proposal.
- 3.1.2.4. A Respondent must submit the Rebate Proposal to the Authorized Entities 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 Rebate 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 Rebate Proposal documents and copies as specified below.

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

“RFP # 32101-15115 TECHNICAL RESPONSE ORIGINAL”

and five (5) 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 # 32101-15115 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 Authorized Entities rejecting the proposal as non-responsive.

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

“RFP # 32101-15115 REBATE PROPOSAL ORIGINAL”

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

“RFP # 32101-15115 REBATE PROPOSAL COPY”

In the event of a discrepancy between the original Rebate 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 # 32101-15115 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”

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

“DO NOT OPEN... RFP # 32101-15115 REBATE PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

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

“RFP # 32101-15115 SEALED TECHNICAL RESPONSE & SEALED REBATE PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

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

Chris Romaine
Central Procurement Office
Department of General Services
WRS Tennessee Tower, 3rd Floor
312 Rosa L. Parks Ave., Nashville, TN 37243
615-253-5613
christopher.romaine@tn.gov

3.3. Response & Respondent Prohibitions

- 3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the Authorized Entities, at their 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 Authorized Entities or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Rebate Proposal. If a response restricts the rights of the Authorized Entities or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Rebate Proposal, the Authorized Entities, at their 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 Authorized Entities may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.4. A Rebate Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The Authorized Entities will reject any Rebate Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the Authorized Entities 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 Authorized Entities determines that a Respondent has provided such incorrect information, the Authorized Entities will deem the Response non-responsive and reject it.
- 3.3.6. A Respondent must not submit more than one Technical Response and one Rebate Proposal in response to this RFP, except as expressly requested by the Authorized Entities in this RFP. If a

Respondent submits more than one Technical Response or more than one Rebate Proposal, the Authorized Entities 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 Authorized Entities shall not consider a response from an individual who is, or within the past six (6) months has been, an Authorized Entities employee. For purposes of this RFP:
 - 3.3.8.1. An individual shall be deemed an Authorized Entities 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 Authorized Entities 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, an Authorized Entities 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 Authorized Entities.

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 Authorized Entities, at their 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 Rebate Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

<p>NOTICE: If a Respondent fails to submit a Rebate Proposal exactly as required, the Authorized Entities may deem the response non-responsive and reject it.</p>
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3.7. **Response Preparation Costs**

The Authorized Entities 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 Authorized Entities, at their sole discretion, may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the Authorized Entities 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 Authorized Entities will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.9). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

The Authorized Entities reserve the right, at their sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. Authorized Entities Right of Rejection

4.3.1. Subject to applicable laws and regulations, the Authorized Entities reserve the right to reject, at their sole discretion, any and all responses.

4.3.2. The Authorized Entities 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 Authorized Entities reserve the right to waive, at their sole discretion, minor variances from full compliance with this RFP. If the Authorized Entities waive variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the Authorized Entities 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 Authorized Entities. The Authorized Entities reserve the right to refuse approval, at their 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 Authorized Entities unless the Authorized Entities expressly disapprove 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 Authorized Entities and with the Authorized Entities' prior, written approval.

4.4.5. Notwithstanding any Authorized Entities 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 Authorized Entities reserve the right to refuse, at their 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 Authorized Entities will document in writing the reason(s) for any rejection of personnel.

4.6. Insurance

From time-to-time, the Authorized Entities may require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the Authorized Entities 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 Authorized Entities 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 Authorized Entities 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 Authorized Entities 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: <http://www.tn.gov/revenue/contactus.shtml>.

4.8. Disclosure of Response Contents

- 4.8.1. All materials submitted to the Authorized Entities in response to this RFP shall become the property of the Authorized Entities. 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 Authorized Entities 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 Authorized Entities and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. Authorized Entities obligations pursuant to a contract award shall commence only after the contract is signed by the Authorized Entities

agency head and the Contractor and after the Contract is approved by all other Authorized Entities 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 Authorized Entities 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 Authorized Entities 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 Authorized Entities 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 Authorized Entities. The Authorized Entities 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 Authorized Entities 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 Authorized Entities will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the Authorized Entities 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 Authorized Entities 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 Authorized Entities agency head and the Contractor and must be approved by other Authorized Entities 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 Authorized Entities have 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

Authorized Entities 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 Authorized Entities reserve the right to initiate negotiations with the next ranked Respondent should the Authorized Entities cease doing business with any Respondent selected via this RFP process.

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The Authorized Entities 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 Authorized Entities to be responsive.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	10
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	30
Rebate Proposal (refer to RFP Attachment 6.3., Section A, Section B, Section C)	60

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 Authorized Entities 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 Authorized Entities 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 Authorized Entities reserve the right, at their 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 Authorized Entities. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the Authorized Entities.

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 Authorized Entities will request clarifications or corrections for consideration prior to further evaluation; or,
- c. the Authorized Entities 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. The Solicitation Coordinator will invite the top FOUR (4) 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.).
 - 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 Authorized Entities 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 Authorized Entities 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 Authorized Entities opens the procurement files for public inspection.
- 5.2.1.6. Before Rebate 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 Rebate Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2. **Rebate Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Rebate Proposal of each Respondent deemed by the Authorized Entities to be responsive and responsible and calculate and record each Rebate Proposal score in accordance with the RFP Attachment 6.3., Rebate Proposal & Scoring Guide.
- 5.2.3. Clarifications and Negotiations: The Authorized Entities reserve 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 Authorized Entities reserve 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 Authorized Entities 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 Authorized Entities' specifications or requirements. The Authorized Entities may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the Authorized Entities 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 Authorized Entities may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The Authorized Entities reserve 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 Authorized Entities, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the Authorized Entities 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 Authorized Entities determine that it is unable to successfully negotiate a contract with the apparent best evaluated Respondent, the Authorized Entities reserve the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

5.2.4. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Rebate 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 Authorized Entities 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 Authorized Entities 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 Authorized Entities may determine that the Respondent is non-responsive to this RFP and reject the response.

- 5.3.5. Notwithstanding the foregoing, the Authorized Entities may, at their 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 Authorized Entities' 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 Authorized Entities determines that a response is non-responsive and rejects it after opening Rebate Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Rebate Proposal to determine (or re-determine) the apparent best-evaluated response.

RFP # 32101-15115 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 Rebate Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Rebate 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 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 Authorized Entities no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Rebate 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 Authorized Entities 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 Authorized Entities, and the Authorized Entities reserve the right to cancel any award.	
	A.3.	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 number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	A.4.	The Respondent shall only offer Commercial Cards issued by Visa or MasterCard.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A—Mandatory Requirement Items	Pass/Fail
<i>Authorized Entities Use – Solicitation Coordinator Signature, Printed Name & 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 Authorized Entities 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 Authorized Entities 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.

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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B—General Qualifications & Experience Items
		<p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor’s Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent’s total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the Authorized Entities or has completed any contracts with the Authorized Entities 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"> (a) the name, title, telephone number and e-mail address of the Authorized Entities contact knowledgeable about the contract; (b) the procuring Authorized Entities agency name; (c) a brief description of the contract’s scope of services; (d) the contract period; and (e) the contract number. <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Current or prior contracts with the Authorized Entities 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 Authorized Entities will <u>not</u> automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the Authorized Entities regarding all contracts noted.
	B.17.	<p>Provide customer references from individuals who are <u>not</u> current or former Authorized Entities employees for projects similar to the goods or services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> ▪ two (2) accounts Respondent currently services that are similar in size to the Authorized Entities; <u>and</u> ▪ three (3) completed projects. <p>References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which <u>must</u> be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below.</p> <ul style="list-style-type: none"> (a) Add the Respondent’s name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference. (b) Send a reference questionnaire and new, standard #10 envelope to each reference. (c) Instruct the reference to: <ul style="list-style-type: none"> (i) complete the reference questionnaire; (ii) sign and date the completed reference questionnaire; (iii) seal the completed, signed, and dated reference questionnaire within the envelope

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B—General Qualifications & Experience Items
		<p>provided;</p> <p>(iv) sign his or her name in ink across the sealed portion of the envelope; and</p> <p>(v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).</p> <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> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ The Authorized Entities will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The Authorized Entities will not review more than the number of required references indicated above. ▪ While the Authorized Entities will base their reference check on the contents of the sealed reference envelopes included in the Technical Response package, the Authorized Entities reserve the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The Authorized Entities are under <u>no</u> obligation to clarify any reference information.
	B.18.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <p>has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>
		<p>SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = RFP § 5.1. NUMBER)</p>
<p><i>Authorized Entities Use – Evaluator Identification:</i></p>		

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 Authorized Entities 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 Authorized Entities’ requirements and project schedule.		5	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the Authorized Entities’ project schedule.		5	
	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 Authorized Entities’ project schedule.		5	
	C.4.	Describe how the Respondent has provided products and services that are the same or similar to those products and services requested in this RFP within the last three (3) years for three large similar clients.		10	
	C.5.	Which area(s) of the specifications will the Respondent be able to exceed Authorized Entity expectations? Explain how these areas are superior to other options.		5	
	C.6.	Company Background: Describe the Respondent’s history of lawsuits, charges, and criminal investigations.		5	
	C.7.	Card Delivery: Describe the timeline and process for delivery of plastic cards, from the start of the card request receipt to the delivery to the Authorized Entity. Please include the turnaround time for the issuance of emergency and non-emergency card replacement. Further, describe what issues or specific card requests would lead to delays in orders and how this would alter the normal timeline and process.		5	
	C.8.	Card Printing: Describe the process for developing customized cards ready for use if specific customization is requested by the Authorized Entity.		5	
	C.9.	Insurance. Describe the ability to provide liability waiver, travel and other insurance related to Commercial Card use.		5	
	C.10.	Customer Service Hotline: Describe the Respondent’s ability to provide a 24-hour toll free telephone number for Cardholders to access Customer Service internationally or regionally. Indicate whether the Respondent’s customer service representatives are available to take calls 24 hours a day and the services they provide. If calls are answered on an automated answering system, describe the system and		5	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C—Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		services provided.			
	C.11.	Merchant or Supplier Enrollment: Describe the Respondent's offerings for merchant or supplier enrollment, recruitment, and support programs (e.g., training).		5	
	C.12.	Dispute Resolution: Describe the procedure and average timeline for resolving billing complaints or disputes.		10	
	C.13.	Training: Describe the Respondent's offerings for training and user instruction.		5	
	C.14.	Implementation Plan: Describe the Respondent's implementation plan, including activities, training, resources, scheduling, minimum requirements and expected involvement of key staff and of the company.		10	
	C.15.	Implementation Team: Describe the typical size of the Respondent's implementation team for a new contract. Indicate what titles implementation team members hold within the bank and what teams or divisions they belong to within the bank. Further, indicate the technical resources assigned to implementation and for what duration they are assigned. In the event of unavoidable staff turnover, discuss the process and timeline for staff replacement. Provide resumes for all proposed staff.		15	
	C.16.	Card Processing: Indicate whether the Respondent issues cards, acquires acceptance points and processes the credit card transactions in-house or if any of these services outsourced.		10	
	C.17.	Commercial Card: Describe all the types of card programs the Respondent offers and the additional functionality the Respondent provides in the programs.		20	
	C.18.	One Card: Describe the Respondent's ability to provide a single Commercial Card for Purchasing Card and Travel Card. Indicate if the Respondent is also able to provide Fleet/Fuel Card as part of a single card solution. Further, indicate how the Respondent handled usage restrictions, including restricting MCC codes by card type and individual. If the Respondent has offered a single card solution, describe successful implementation at other similar large clients. Describe the size of the large clients and scope of the offering, including the number of cards issued by card type.		15	
	C.19.	Purchasing Card: Describe the Respondent's Purchasing Card and any key features or functionality.		10	
	C.20.	Travel Card: Describe the Respondent's Travel Card programs and the benefit of each program. Further, describe the Respondent's ability to provide three forms of Travel Card liability (100% Authorized Entity /State Liability Travel Card; Joint and Several Authorized Entity/State Liability Card; Individual Liability Travel Card). For each liability type: <ul style="list-style-type: none"> a. Detail all Travel Card insurance coverage. b. Specify what automated travel expense processing tools are offered. c. Specify standard processing duration for credit card applications (pull request) including sending the card to the Authorized User. d. Specify the timeframe and process of a card replacement (lost/stolen cards), specifically for card replacements outside of the United States. 		10	

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.21.	Ghost/Virtual Account: Describe the Respondent's ability to provide Ghost or Virtual Accounts and any key features or functionality.		5	
	C.22.	Emergency Card: Describe the Respondent's Emergency Card and any key features or functionality.		5	
	C.23.	ePayables: Describe the Respondent's ePayables solutions and any added services the Respondent offers with this solution. Indicate whether the Respondent provides a supplier portal to view activity across multiple customers.		5	
	C.24.	Optional Cards: Describe the Respondent's optional cards and any key features or functionality. The optional cards can include, but are not limited to, Departmental Card, Event Card, and Fleet/Fuel Card.		10	
	C.25.	Liability: Describe the liability options the Respondent offers on all Commercial Cards and by card type. Indicate the Individual Liability and Joint and Several Liability Commercial Cards that are offered.		10	
	C.26.	Usage Restrictions: Describe the Respondent's ability to restrict card usage to specific supplier categories and to specific suppliers. Indicate whether this restriction can be done at the individual card level. Further, indicate whether these restrictions can be implemented geographically and any other restrictions the Respondent is able to impose.		10	
	C.27.	Card Application: Describe the standard processing duration for credit card applications (pull request) including sending the card to the user. Indicate the delivery timeframe for a non-urgent and urgent application.		10	
	C.28.	Card Application: Describe the process for approving credit card applications. Indicate whether applications are subject to credit checks and how credit checks are conducted. If applicable, indicate the usual rejection ratio for credit checks and the alternatives the Respondent offers in case of negative credit checks.		10	
	C.29.	Technology Platform: Describe the Respondent's internet-based platform. Indicate the process for submitting an application online and any other features or data the cardholder is able to access (e.g., previous monthly account statements, real time transaction data, etc.). Indicate whether cardholders can use this tool for adjusting data like changes in bank accounts, address, communication data, personal data, or to close accounts. Indicate the ability of the platform to integrate into the Authorized Entities' ERP system. Describe the ERP systems the Respondent has implemented and which ERP systems the Respondent can implement with. Include an example of integrating a platform into Accounts Payable systems. Further, describe the Respondent's solutions for reconciliation, standard and ad hoc reporting, and data extraction (to import into the Authorized Entity's ERP system).		20	
	C.30.	Data: Describe the Respondent's ability to provide Level III data. Include the percentage of the Respondent's merchants that provide Level III data. Further, describe the process for the Respondent to enable suppliers to provide Level III data if required.		10	

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.31.	Reporting: Describe the Respondent’s ability to track and report activities separately on the Purchasing Card, Travel Card, and if applicable, the Fleet Fuel Card, and the One Card solution. Indicate the level of data available, the report formats, and report accessibility for each card type.		5	
	C.32.	Reporting: Describe the Respondent’s process for providing accurate, complete and timely reports and statements; ensuring correct statements are issued; and providing the level of detail requested.		5	
	C.33.	Performance Indicators: Describe what performance indicators or metrics the Respondent tracks. Indicate whether the Respondent has an internal metric goal or commitment they are willing to commit to contractually as a Service Level Agreement.		5	
	C.34.	Fraud/Theft/Loss Resolution: Describe the process and average timeline for resolving issues of fraud, theft or card loss. Indicate the liability in the case of fraud, theft, or card loss. Indicate whether the Respondent has a system to detect fraud, theft or loss.		10	
	C.35.	Data Security: Describe the security procedures in place to ensure the safeguarding of cardholder information, including sensitive information such as cardholder name, account number, contact information, social security information, etc. Describe the policy and process in the event of a data breach, including the timeline to notify the Authorized Entities and the services the Respondent offers to the affected cardholders.		15	
	C.36.	Business Contingency Process and Disaster Recovery Plan: Describe the Respondent’s business contingency processes. Describe the back-up options provided for the card program, customer service and processing system to ensure ongoing service during the loss of electrical power or during any disaster. Describe the Respondent’s technology disaster recovery plan. Indicate whether there are redundancies built into the data capture/data management systems.		10	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>				Total Raw Weighted Score:	
				<i>(sum of Raw Weighted Scores above)</i>	
Total Raw Weighted Score <hr/> Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>			X 30	= SCORE:	
				<i>(maximum possible score)</i>	
<i>Authorized Entities Use – Evaluator Identification:</i>					
<i>Authorized Entities Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

REBATE PROPOSAL & SCORING GUIDE

NOTICE: THIS REBATE PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

REBATE PROPOSAL SCHEDULE—The Rebate Proposal shall remain valid for at least 120 days subsequent to the date of the Rebate 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.

The Proposer must not leave any Dollar Volume Rebate percentage cell blank; if the Proposer leaves any required Dollar Volume Rebate percentage cell blank, the Authorized Entities may disqualify the Proposer. The Proposer must not leave any Expedient Payment Rebate percentage cell blank; if the Proposer leaves any required Dollar Volume Rebate percentage cell blank, the Authorized Entities may disqualify the Proposer.

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 Authorized Entities are 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 Rebate 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:	

RFP ATTACHMENT 6.3, SECTION A, DOLLAR VOLUME REBATE

After every three (3) month period (“Quarter”), the Contractor shall calculate the rebate amount and remit such to each Authorized Entity within fifteen (15) business days of the end of the Quarter. The rebate amount is the total net charges for the Quarter for the Authorized Entity (inclusive of Large Ticket Transactions) multiplied by the applicable Dollar Volume Rebate Percentage. The applicable Dollar Volume Rebate Percentage is set each Quarter based on the *annualized* spend level, including both standard and Large Ticket Transactions, from all Authorized Entities under the contract. For example, if net charges from all Authorized Entities under the Contract in a given Quarter is annualized to \$21,000,000.00, the Dollar Volume Rebate Percentage would be that from the second row of the table below (Net Charge Volume of \$20,000,000.01 to a Net Charge Volume of \$70,000,000.00).

INSTRUCTIONS: Insert your proposed Dollar Volume Rebate percentages below. The Proposer must not leave any Dollar Volume Rebate percentage cell blank; if the Proposer leaves any required Dollar Volume Rebate percentage cell blank, the Authorized Entities may disqualify the Proposer.

RESPONDENT LEGAL ENTITY NAME:			
Quarterly Net Charge Volume Annualized	Proposed Rebate %	Evaluation Factor	Evaluation Rebate (rebate % x factor)

RESPONDENT LEGAL ENTITY NAME:			
Quarterly Net Charge Volume Annualized	Proposed Rebate %	Evaluation Factor	Evaluation Rebate (rebate % x factor)
From a Net Charge Volume of \$0.01 to a Net Charge Volume of \$20,000,000.00 (e.g., 1.83%)	% / Dollar Volume	0	
From a Net Charge Volume of \$20,000,000.01 to a Net Charge Volume of \$70,000,000.00 (e.g., 1.83%)	% / Dollar Volume	1	
From a Net Charge Volume of \$70,000,000.01 to a Net Charge Volume of \$120,000,000.00 (e.g., 1.83%)	% / Dollar Volume	4	
From a Net Charge Volume of \$120,000,000.01 to a Net Charge Volume of \$140,000,000.00 (e.g., 1.83%)	% / Dollar Volume	8	
From a Net Charge Volume of \$140,000,000.01 to a Net Charge Volume of \$160,000,000.00 (e.g., 1.83%)	% / Dollar Volume	8	
From a Net Charge Volume of \$160,000,000.01 to a Net Charge Volume of \$180,000,000.00 (e.g., 1.83%)	% / Dollar Volume	8	
From a Net Charge Volume of \$180,000,000.01 to a Net Charge Volume of \$200,000,000.00 (e.g., 1.83%)	% / Dollar Volume	6	
From a Net Charge Volume of \$200,000,000.01 to a Net Charge Volume of \$225,000,000.00 (e.g., 1.83%)	% / Dollar Volume	4	
From a Net Charge Volume of \$225,000,000.01 to a Net Charge Volume of \$250,000,000.00 (e.g., 1.83%)	% / Dollar Volume	4	
From a Net Charge Volume of \$250,000,000.01 to a Net Charge Volume of \$300,000,000.00 (e.g., 1.83%)	% / Dollar Volume	2	
From a Net Charge Volume of \$300,000,000.01 to a Net Charge Volume of \$350,000,000.00 (e.g., 1.83%)	% / Dollar Volume	1	
From a Net Charge Volume of \$350,000,000.01 to a Net Charge Volume of \$400,000,000.00 (e.g., 1.83%)	% / Dollar Volume	1	
From a Net Charge Volume of \$400,000,000.01 to a Net Charge Volume of \$450,000,000.00 (e.g., 1.83%)	% / Dollar Volume	1	
From a Net Charge Volume of \$450,000,000.01 to a Net Charge Volume of \$500,000,000.00 (e.g., 1.83%)	% / Dollar Volume	1	
From a Net Charge Volume exceeding \$500,000,000.00 (e.g., 1.83%)	% / Dollar Volume	1	
EVALUATION REBATE AMOUNT (sum of evaluation costs above):			

RESPONDENT LEGAL ENTITY NAME:			
Quarterly Net Charge Volume Annualized	Proposed Rebate %	Evaluation Factor	Evaluation Rebate (rebate % x factor)
The Solicitation Coordinator will use this sum and the formula below to calculate the Dollar Volume Rebate Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
$\frac{\text{evaluation rebate amount being evaluated}}{\text{highest evaluation rebate amount from all proposals}}$		$\times 50$ <p>(maximum section score)</p>	= SCORE:
<p><i>Authorized Entities Use – Solicitation Coordinator Signature, Printed Name & Date:</i></p>			

RFP ATTACHMENT 6.3, SECTION B, EXPEDIENT PAYMENT REBATE

In addition to Dollar Volume Rebates required in RFP Attachment 6.3, Section A., the Contractor shall offer Expedient Payment Rebates to Authorized Entities. The Contractor shall propose Expedient Payment Rebates at the intervals of 1 business day, 5 business days, 7 business days, 15 business days and 25 business days after receipt of the statements. The rebate amount is the total net charges (inclusive of standard and Large Ticket Transactions) on each individual Authorized Entity's Master Account Billing Statement multiplied by the applicable Expedient Payment Rebate Percentage.

Insert your proposed rebate percentage for Expedient Payments below. The Proposer must not leave any Expedient Payment Rebate percentage cell blank; if the Proposer leaves any required Dollar Volume Rebate percentage cell blank, the Authorized Entities may disqualify the Proposer.

RESPONDENT LEGAL ENTITY NAME:			
Expedient Payment Rebate Description	Proposed Rebate %	Evaluation Factor	Evaluation Rebate (rebate % x factor)
Master Account Billing Statement paid-in-full within 1 business day of statement received date	% / Dollar Volume	1	
Master Account Billing Statement paid-in-full within 2 to 5 business days of statement received date	% / Dollar Volume	1	
Master Account Billing Statement paid-in-full within 6 to 7 business days of statement received date	% / Dollar Volume	1	
Master Account Billing Statement paid-in-full within 8 to 15 business days of statement received date	% / Dollar Volume	1	
Master Account Billing Statement paid-in-full within 16 to 25 business days of statement received date	% / Dollar Volume	1	
SECTION B EVALUATION REBATE AMOUNT (sum of evaluation rebates above): The Solicitation Coordinator will use this sum and the formula below to calculate the Expedient Payment Rebate Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
$\frac{\text{evaluation rebate amount being evaluated}}{\text{highest evaluation rebate amount from all proposals}}$		$\times 7$ (maximum section score)	= SCORE:
Authorized Entities Use – Solicitation Coordinator Signature, Printed Name & Date:			

RFP ATTACHMENT 6.3, SECTION C, SIGNING BONUS

In addition to Dollar Volume Rebates required in RFP Attachment 6.3, Section A. and Expedient Payment Rebates in RFP Attachment 6.3, Section B, the Contractor shall offer a one-time Signing Bonus. The Signing Bonus is contingent on achievement of Year One total net charges set below. The period associated with the Year One total net charges will begin the month after the date of the first live (non-test) transaction of the card program. At the end of the first 12 months following the first live (non-test) transaction, the one-time Signing Bonus may at the Contractor's election, be reduced by a pro-rated portion of the bonus based on the percentage of spend activity shortfall.

RESPONDENT LEGAL ENTITY NAME:			
Year One Total Net Charges	Proposed Signing Bonus	Evaluation Factor	Evaluation Bonus (bonus x factor)
\$100,000,000.00	\$	1	
<p align="center">SECTION C EVALUATION BONUS AMOUNT (sum of evaluation Bonus above):</p> <p>The Solicitation Coordinator will use this sum and the formula below to calculate the Signing Bonus Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.</p>			
<p>evaluation bonus amount being evaluated</p> <hr/> <p>highest evaluation bonus amount from <u>all</u> proposals</p>		<p align="center">x 3 (maximum section score)</p>	<p>= SCORE:</p>
<p><i>Authorized Entities Use – Solicitation Coordinator Signature, Printed Name & Date:</i></p>			

RFP ATTACHMENT 6.4, SECTION D, Performance Incentive

In addition to Dollar Volume Rebates required in RFP Attachment 6.3, Section A., Expedient Payment Rebates in RFP Attachment 6.3, Section B., and Signing Bonus required in RFP Attachment 6.3. Section C., the Contractor shall offer a Performance Incentive. The Performance Incentive is a one-time rebate contingent upon achievement of the Performance Incentive Threshold set below. The Performance Incentive Threshold set below is defined as the annual total net charges, including both standard and Large Ticket Transactions, from all Authorized Entities under the Contract. The Performance Incentive is a one-time payment, applicable to any 12 month period following the first live (non-test) transaction under the Contract.

The Performance Incentive will *not* be evaluated in determining the Contract Award.

RESPONDENT LEGAL ENTITY NAME:	
Performance Incentive Threshold	Performance Incentive
\$250,000,000.00	\$
\$500,000,000.00	\$

Authorized Entities Use – Solicitation Coordinator Signature, Printed Name & Date:

RFP ATTACHMENT 6.4, SECTION E, Card Customization and Replacement Fees

In addition to Dollar Volume Rebates required in RFP Attachment 6.3, Section A., Expedient Payment Rebates in RFP Attachment 6.3, Section B., Signing Bonus required in RFP Attachment 6.3. Section C., and Performance Incentive required in RFP Attachment 6.4. Section D, the Contractor shall list any card customization or replacement fees, if any (see RFP Attachment 6.6 *Pro Forma* Contract Section A.3.n. – Card Format/Design, and RFP Attachment 6.6 *Pro Forma* Contract Section A.5 – Card Program Requirements).

The Card Customization and Replacement Fees will *not* be evaluated in determining the Contract Award.

RESPONDENT LEGAL ENTITY NAME:	
Card Customization or Replacement Description	Fee
	\$
	\$
	\$
	\$
	\$
	\$
<i>Authorized Entities Use – Solicitation Coordinator Signature, Printed Name & Date:</i>	

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the 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 # 32101-15115 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?

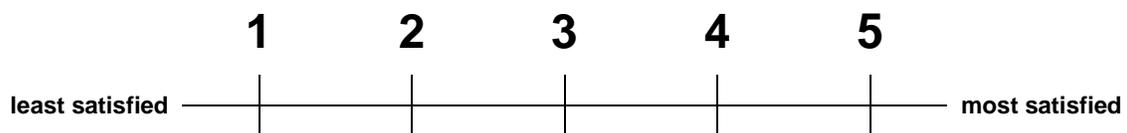
(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

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.



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.

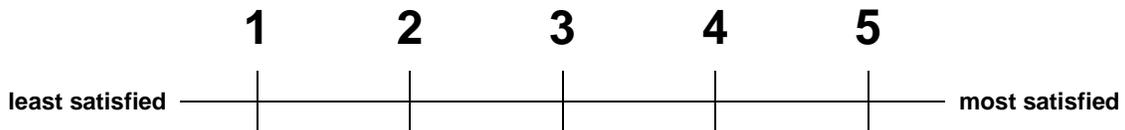
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?

- (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?

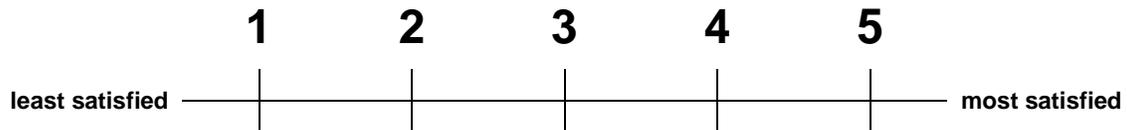
Please respond by circling the appropriate number on the scale below.



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

- (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?

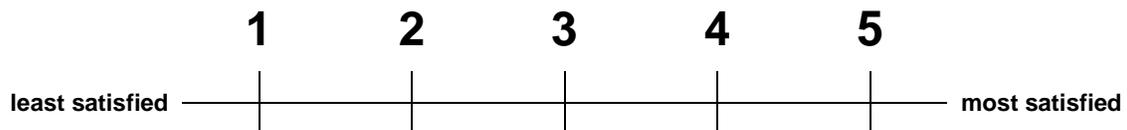
Please respond by circling the appropriate number on the scale below.



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>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 10)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 30)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
REBATE PROPOSAL (maximum: 60)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						

Solicitation Coordinator Signature, Printed Name & Date:

RFP # 32101-15115 *PRO FORMA* CONTRACT

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

**CONTRACT
BETWEEN
THE STATE OF TENNESSEE,
THE TENNESSEE BOARD OF REGENTS,
THE UNIVERSITY OF TENNESSEE,
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, The Tennessee Board of Regents and The University of Tennessee, each of which is individually and collectively referred to as the "Authorized Entities" and Contractor Legal Entity Name, hereinafter referred to as the "Contractor," is for the provision of Commercial Card Services, as further defined in the "SCOPE OF SERVICES."

The Contractor is a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.
Contractor Place of Incorporation or Organization: Location
Contractor Edison Registration ID # Number

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

A.2. Summary of Services

The Authorized Entities are undertaking a collaborative effort to seek the services of a Contractor to provide Commercial Card Services for State Agencies, Tennessee Board of Regents, University of Tennessee, local governments, and any other entity authorized by the laws of the State of Tennessee to participate in statewide contracts, hereinafter referred to as "Authorized Institutions".

Through the collaborative effort, the Authorized Entities are seeking to expand their usage of and spend on Commercial Cards. Exhibit 1 below summarizes historical Authorized Entity spend for pCard, Travel and ePayables.

NOTE: Historical spend is for reference only and should not be used as an indicator of Commercial Card spend going forward.

**Exhibit 1
Summary Statewide Spend
\$, SFY 2015**

	pCard Spend	Travel Spend	ePayable Spend
State	\$ 35,112,197	Not Broken Out	Not Broken Out
University of Tennessee	\$ 42,642,118	\$ 4,893,255	\$ 21,048,408
Tennessee Board of Regents	\$ 25,323,030	\$ 2,511,907	Not Broken Out
TOTAL	\$ 103,077,345	\$ 7,405,162	\$ 21,048,408

A.3. General Requirements

a. The Contractor shall provide services to all participating Authorized Institutions. Authorized Institutions may be added to the Commercial Card program by written notice to the Contractor, at the option of the Authorized Entities. Upon receipt of the written notice, the Contractor shall establish a master account number for the newly added Authorized Institution and provide that number to the Authorized Institution. The Contractor shall organize all Commercial Cards for an Authorized Institution under the Authorized Institution's master account number.

The requirements and quantities listed herein may vary by Authorized Institution. Each Authorized Institution reserves the right to expand, revise, add, delete, adjust, or otherwise modify the Contract in response to requirements of Authorized Users and implement changes with written agreement by the Contractor.

- b. The Contractor shall issue Commercial Cards to all Authorized Institutions who successfully complete Commercial Card applications by paper or online submission. The Contractor shall issue the Commercial Cards per Authorized Institution's requirements. At the option of the Authorized Institution, the Contractor shall accept group applications or an application for as few as one (1) person at a time. The Contractor shall not perform individual credit checks on Cardholders, nor shall Commercial Card activity show up on Cardholders' personal credit histories.
- c. The Contractor shall offer the following cards or accounts:
 - i. Purchasing Card. Referenced in A.4.a
 - ii. Central Purchasing Account (CPA). Referenced in A.4.b
 - iii. 100% Authorized Institution /State Liability Travel Card. Referenced in A.4.c.i
 - iv. Joint and Several Authorized Institution/State Liability Travel Card. Referenced in A.4.c.ii
 - v. Individual Liability Travel Card A.4.c.iii
 - vi. Central Travel Account (CTA). Referenced in A.4.d
 - vii. Ghost Account or Virtual Card Accounts. Referenced in A.4.e
 - viii. Emergency Card. Referenced in A.4.f
 - ix. ePayables Solution. Referenced in A.4.g
 - x. Departmental Card. Referenced in A.4.i
 - xi. Event Card. Referenced in A.4.j

The Authorized Institution may request the following cards or accounts:

- xii. Fleet/Fuel Card. Referenced in A.4.h
- d. The Contractor shall provide a VISA or MasterCard branded card designed for the Commercial Card Program. The card must be accepted at a wide variety of merchants that accept credit cards. The Contractor shall specify the number and type of merchants that accept the card. The Contractor's Commercial Card Program shall not allow cash advances unless otherwise specified by the Authorized Institution.
- e. All physical cards shall include a magnetic stripe and be EMV/Chip and PIN-enabled.
- f. Implementation Plan. The Contractor shall provide a plan that includes a detailed timeline for the transition of services to the newly selected Contractor for each Authorized Institution. The timeline shall detail the task description, the office of primary responsibility, the estimated time of completion, the Contractor position overseeing each task, and any additional notes. An example format of the implementation plan is provided in Contract Attachment # 3.

The Contractor's Implementation Plan shall allow sufficient time for the Authorized Institution to transition to the Contractor's Commercial Cards before the expiration of the old Commercial Cards and shall include training for administrators.

- g. Training. At the start of the Contract, the Contractor shall develop and implement an in-person training program for administrators. The Authorized Institution may request the Contractor assist in developing training for Authorized Users. Authorized Institutions may request that the Contractor provide trainings via webinar or make trainings available electronically at no additional cost to the Authorized Institution. The Contractor shall provide regular, on-going trainings at a frequency agreed upon by the Authorized Institution and Contractor.

Training topics include, but are not limited to:

- i. Usage of the Commercial Card
 - ii. Reporting functionality of the program
 - iii. How to maximize employee usage
 - iv. Updates to technology
 - v. Updates on Commercial Card rules and regulations that affect the Authorized Institution
 - vi. Updates on changes within the financial institution that affect the Authorized Institution
 - vii. Use of the reconciliation tool
- h. Card Controls and Restrictions. The Contractor shall provide customizable card controls which include, but are not limited to, single transaction dollar limits, cycle dollar limits, and temporary limits. The Contractor shall provide such controls on an individual Cardholder basis as well as on an Authorized Institution-wide basis. Unless an Authorized Institution requests the capability of cash advances, the Contractor shall prohibit cash advances from banks or automated teller machines.
- i. Standard Industry Classifications (SIC) or Merchant Category Codes (MCC) Restrictions. Based upon SIC's or card association MCC's and as instructed by the Authorized Institution, the Contractor shall establish charge authorization procedures to ensure certain transactions are denied. The Contractor shall be capable of providing such restrictions on an individual Cardholder basis as well as on an Authorized Institution-wide basis.
- j. Disputed and Fraudulent Charges.

The Contractor shall monitor, identify and alert the Authorized Institution of potentially fraudulent transactions within the following timeframes:

SECTION TO BE COMPLETED BY MUTUAL AGREEMENT BETWEEN THE AUTHORIZED INSTITUTION AND CONTRACTOR.

The Contractor shall maintain problem resolution procedures for disputed charges. Disputed items, fraudulent charges, and other forms of charges in which the Cardholder has communicated to the Contractor, via telephone or written communication (including email or the Contractor's web-based platform), were not authorized shall be credited to the Cardholder's account until resolved by the Contractor and the merchant. All disputed charges, and or fraudulent charges reported by the Cardholder shall be reported back to the Authorized Institution Commercial Card Program Manager.

Disputed and Fraudulent Charge reports shall include Cardholder name and account number, dollar amount of any dispute or suspected error, reference number and a description of the dispute or error disputed date, posted date, and the current status of the resolution in process. Disputed billings are categorized as, but not necessarily limited to, failure to receive goods or services charged, fraud, forgery, and altered charges.

- k. Customer Service and Toll-Free Hotline. The Contractor shall provide a toll-free telephone help line with US-based customer service agents to assist the Authorized Institution and its Cardholders with the program and any related problems. The help line shall be answered by a live operator and shall be available for all issued cards at no cost to the Authorized Institution or its Cardholders 24 hours a day, 365 days a year.
- l. Policies and Procedures. The Authorized Institution will develop its own policies and procedures for the issuance, security and operational matters related to the Commercial Card program. The Contractor shall assist the Authorized Institution when asked with development, implementation, modification or enhancement of these policies and procedures.

m. Internal Revenue Services (IRS) Requirements. The Contractor shall comply with all applicable IRS requirements and provide information required for reporting by the Authorized Entities in the performance of this Contract. The Contractor shall report all taxable transactions to the Internal Revenue Services (IRS) as per IRS requirements.

n. Card Format/Design.

The Contractor shall provide fully customizable physical cards meeting the specification(s) of the Authorized Institutions. The cards may include any of the design elements listed below:

- i. The name of the Authorized Institution and the Authorized Institution's seal or logo displayed on the face of the card.
- ii. The name of the Authorized User to whom the card is issued displayed on the face of the card in embossed lettering.
- iii. The name of the department under which the card is issued with the accompanying account number.
- iv. The credit card number displayed on the face of the card. Upon Contract award the Contractor and the Authorized Institution shall agree on a numbering sequence for the credit card number that will be on the face of the card.
- v. The Contractor's toll-free "help" telephone number displayed on the back of the card.
- vi. The phrase "For Official Use Only – Tax Exempt" and the tax exempt number displayed on the face of the card. However, no Tax ID number shall be displayed.

Each physical card issued shall not contain any reference to Automatic Teller Machine (ATM) machine usage, or display other wording, design or card formats unless agreed to between the Contractor and the Authorized Institution. Upon written request by the Authorized Institution, the Contractor will provide generic cards with no reference to the Authorized Institution.

o. Delivery.

The Contractor shall meet the delivery timeframes agreed to with the Authorized Institution. The Contractor shall offer standard and expedited delivery timeframes.

p. Program Optimization

At no additional cost to the Authorized Institution, the Contractor shall provide program optimization consulting services. The Contractor's consulting services shall provide recommendations to enhance program performance and maximize card use, including but not limited to:

- a. Identifying growth and expansion opportunities for the Authorized Institution's existing Commercial Card Program
- b. Reducing costs by decreasing the number of purchase orders and check payments issued;
- c. Increasing rebates through more frequent Commercial Card use; and,
- d. Optimizing electronic transactions through the Authorized Institution's ERP system.

At the Authorized Institution's request, the Contractor shall initiate marketing campaigns to sub-groups within Authorized Institution or vendors doing business with the Authorized Institution to raise program awareness and encourage Commercial Card use. Marketing campaigns shall occur via telephone, e-mail, U.S. mail, and other methods requested by the Authorized Institution.

A.4. Transition Plan

Before the expiration or termination of the Contract resulting from this solicitation, the Contractor agrees to work with any incoming vendors to assist in the transition of the Commercial Card program, including the migration of historical data captured during the life of the Contract.

A.5. Card Program Requirements

a. Purchasing Card

The Contractor shall provide a Purchasing Card upon request by an Authorized Institution. The Authorized Institution will be liable for all charges made to the Purchasing Card, except for charges made to a Cardholder's Card after the Authorized Institution has notified the Contractor of said Cardholder's termination of employment and has directed the Contractor to cancel the Cardholder's Card.

b. Central Purchasing Account (CPA)

The Authorized Institution may request the Contractor to establish a Central Purchasing Account (CPA) relationship with any entity that provides goods or services to the Authorized Institution. In the event that a CPA capability is established, all transactions initiated by such entity by virtue of such capability shall in all respects be treated as though the transaction was initiated through the use of a Commercial Card.

c. The Contractor shall provide three forms of Travel Card liability:

i. 100% Authorized Institution /State Liability Travel Card

The Contractor shall provide a Travel Card intended as a method of payment for travel expenses. This product may be used to make travel arrangements, or by the Cardholder at the point of sale.

The provisions of Authorized Institution /State Liability Travel Cards shall apply only to Travel Cards which the Authorized Institution has designated are to be billed to Cardholders on Authorized Institution /State Liability Accounts. The Individual shall receive all statements; however, the Authorized Institution retains card liability. Further, the Contractor shall:

- a. Offer Travel Card services for all countries and currencies mentioned in Contract Attachment #5, additional countries may be added in the future.
- b. Provide a monthly billing cycle and a minimum payment term of 30 days.
- c. Follow Authorized Entity specifications regarding which credit card applications are subject to credit checks, Follow Authorized Entity specified credit limits and the procedures for increasing and decreasing the credit limit.
- d. Provide, at a minimum, but not limited to Travel Card insurance coverage specified in Contract Attachment 6.
- e. Provide card replacements (lost/stolen cards) within 24 hours.

ii. Joint and Several Authorized Institution/State Liability Card

The Contractor shall provide a Travel Card intended as a method of payment for travel expenses. This product may be used to make travel arrangements, or by the Cardholder at the point of sale.

The provisions of Joint and Several Authorized Institution/State Liability Cards shall apply only to Travel Cards which the Authorized Institution and the individual Cardholder are jointly and severally liable for payment of all transactions initiated on such individual Cardholder's Account.

Both the Authorized Institution and Individual shall receive all statements. Further, the Contractor shall:

- a. Provide Travel Card services for all countries and currencies mentioned in Contract Attachment #5, additional countries may be added in the future.
- b. Provide a monthly billing cycle and a minimum payment term of 30 days.
- c. Follow Authorized Entity specifications regarding which credit card applications are subject to credit checks,

- d. Follow Authorized Entity specified credit limits and the procedures for increasing and decreasing the credit limit.
- e. Provide, at a minimum, Travel Card insurance coverage specified in Contract Attachment 6.
- f. Provide card replacements (lost/stolen cards) within 24 hours.

iii. Individual Liability Travel Card

The Contractor shall provide a Travel Card intended as a method of payment for travel expenses. This product may be used to make travel arrangements, or by the Cardholder at the point of sale.

The provisions of Individual Liability Travel Cards shall apply only to Travel Cards which the Authorized Institution has designated that the Cardholders are to have Individual Liability for all amounts incurred therewith. The Individual shall receive all statements and shall be liable for all charges made on the Account. Further, the Contractor shall:

- a. Provide Travel Card services for all countries and currencies mentioned in *Pro Forma* Attachment #5.
- b. Provide a monthly billing cycle and a minimum payment term of 30 days.
- c. Follow Authorized Entity specifications regarding which credit card applications are subject to credit checks,
- d. Follow Authorized Entity specified credit limits and the procedures for increasing and decreasing the credit limit.
- e. Provide, at a minimum, Travel Card insurance coverage specified in Contract Attachment 6.
- f. Provide card replacements (lost/stolen cards) within 24 hours.

d. Central Travel Account (CTA)

The Contractor shall provide a Central Travel Account upon request by an Authorized Institution. The Contractor shall provide the Authorized Institution with an electronic monthly statement for the Authorized Institution's Central Travel Account. A Central Travel Account can be used for the payment of travel expenses incurred by Cardholders permitted or authorized by the Authorized Institution to use the account.

The Authorized Institution will be liable for all charges made to the Central Travel Account, except for charges made to a Cardholder's Card after the Authorized Institution has notified the Contractor of said Cardholder's termination of employment and has directed the Contractor to cancel the Cardholder's Card. The full Central Travel Account balance will be due and payable on the due date set forth on the Central Travel Account statement.

e. Ghost Account or Virtual Card Account

The Contractor shall open accounts known as Ghost Accounts or Virtual Card Accounts as requested by the Authorized Institution in the name of the Authorized Institution's employees or departments. Ghost accounts may be used by multiple persons within the Authorized Institution for the making of purchases from specific designated merchant vendors.

Upon the opening of each Ghost Account, the Contractor shall provide the Authorized Institution with the account number for the account. With respect to Ghost Account charges, the Contractor shall provide the Authorized Institution with an electronic monthly statement that contains all data fields specified by the Authorized Institution.

The Authorized Institution will designate an administrator to administer and monitor entitlement to and usage of the Ghost Account program. The Authorized Institution will

inform the Contractor of any change of the Ghost Account administrator or Authorized Users of the Ghost Account.

f. Emergency Card

The Contractor shall provide the Authorized User with Emergency Cards for use in the event of a state declared emergency. The Authorized Institution and the Contractor will establish agreed-upon procedures for the use of Emergency Cards. The Contractor shall provide the Authorized User contact individuals, titles, addresses, phone numbers, fax numbers and e-mail addresses of those individuals who can activate and perform maintenance on emergency cards 24 hours a day, 365 days a year.

g. ePayables Solution

The Contractor shall provide the Authorized User with an ePayables Solution. The ePayables Solution will provide the Authorized User with an alternative electronic payment method to pay its Payees. The payment method shall provide the capability to securely transmit invoice information approved for payment to the Contractor. The Contractor shall, in turn, use the credit card technology to make funds available to the Payees enrolled in this program. The Contractor shall then bill the Authorized Institution for the funds disbursed.

The Contractor shall initiate enrollment campaigns at the Authorized Institution's request to add additional Payees to the ePayables program at no additional cost to the Authorized Institution. The Contractor shall solicit enrollment of potential Payees via telephone, e-mail, U.S. mail, and other methods requested by the Authorized Institution.

h. Fleet/Fuel Card

The Contractor may offer Fleet/Fuel Cards to the Authorized Institution. If offered, the Fleet/Fuel Cards shall be:

- i. Accepted by all major oil companies operating nationally
- ii. Accessible via a PIN number or driver ID number.
- iii. Equipped with tax exemption management for all federal and state taxes involved for all fuel transactions while providing for purchase controls.
- iv. Equipped with electronic access to order new cards, add or delete drivers and vehicles, update driver and vehicle information, modify PIN/ID numbers, and update organizational information (names, addresses, etc.).
- v. Able to provide Level III data, at no additional cost, with the following electronic information in a format acceptable to the Authorized Institutions:
 - a. Purchase Date and Time
 - b. Account Number
 - c. Vehicle ID
 - d. Odometer reading
 - e. MCC, SIC, or Contractor-created code acceptable to the Authorized Institutions
 - f. Merchant Site Unique Identifier
 - g. Merchant Name
 - h. Merchant Street Address
 - i. Merchant City, State, Zip
 - j. Number of Units (i.e., gallons)
 - k. Total Purchase Cost
 - l. Cost Per Gallon
 - m. Driver Identification Number
 - n. Fuel Grade
 - o. Service Type
 - p. Sales Tax (if applicable)

- q. Line Item Detail (for non-fuel purchases). This detail shall include, at a minimum, reasonably complete descriptions, quantities, and units of measure.
- r. Discount Amount

Fleet/Fuel Cards, if offered under the Contract, usage is entirely at the discretion of the Authorized Institution.

i. Departmental Card

The Contractor shall offer Departmental Cards. The Authorized Institution may request Departmental Cards from the Contractor in writing by paper or electronic application. The Departmental Cards shall have the same functionality as Purchasing Cards, but shall not have employee names on them.

The use of Departmental cards shall be supervised by an employee designated in writing by the Authorized Institution as a Departmental Card Manager. The Authorized Institution shall notify the Contractor in writing by paper or electronic application, whenever the Authorized Institution desires to change the Departmental Card Manager.

The Authorized Institution will provide special procedures that it will actively enforce with its Cardholders to ensure the safeguarding and security of Departmental Cards and any information pertaining to such cards. The Authorized Institution and Contractor reserve the right to amend or establish additional requirements from time to time.

Charges to the Departmental Card are billed to the Authorized Institution. The Authorized Institution shall notify the Contractor whenever the Authorized Institution desires to close, suspend, or cancel a Departmental Card.

j. Event Card

The Contractor shall offer Event Cards. The Authorized Institution may request Event Cards from the Contractor in writing by paper or electronic application. The Event Cards shall have the same functionality as Purchasing Cards, but shall not have employee names on them.

The use of Event cards shall be supervised by an employee designated in writing by the Authorized Institution as an Event Card Manager. The Authorized Institution shall notify the Contractor in writing by paper or electronic application, whenever the Authorized Institution desires to change the Event Card Manager.

The Authorized Institution will provide special procedures that it will actively enforce with its Cardholders to ensure the safeguarding and security of Event Cards and any information pertaining to such cards. The Authorized Institution and Contractor reserve the right to amend or establish additional requirements from time to time.

Charges to the Event Card are billed to the Authorized Institution. The Authorized Institution shall notify the Contractor whenever the Authorized Institution desires to close, suspend, or cancel an Event Card.

A.6. Technology Requirements

- a. The Contractor must provide an online web-based platform for the management of the Commercial Card program and for allocation of charges. Other platforms may be offered in addition to, but not instead of the web-based platform.
- b. The web-based platform shall allow designated administrators at each Authorized Institution to:

- i. Request new cards
- ii. Request replacement cards
- iii. Cancel cards
- iv. Suspend cards
- v. Change individual transaction limits
- vi. Change credit limits
- vii. Create Authorized Users
- viii. Change Cardholder profiles
- ix. Reset passwords
- x. Open / Close MCC codes
- xi. Change General Ledger information
- xii. Provide automated and manual email capabilities
- xiii. View all transactions by Cardholder and/or departmental unit, including Level I, II, and III data
- xiv. View declined authorization
- xv. Change organizational structures
- xvi. Assign Cardholders to specific user groups
- xvii. Route transactions electronically from Cardholder to approver for final approvals
- xviii. Create custom reports for general administration
- xix. Track transaction activity for audit purposes,
- xx. Extract transactions to import into the Authorized Institution's ERP system
- xxi. Perform other routine management tasks.

c. The web-based platform shall have the following functions for allocation methodology:

- i. Allow transactions to be allocated to a multi-segmented general ledger.
- ii. Allow for hierarchical approvals, if requested by the Authorized Institution. For example, charges may be allocated by one Authorized User and then approved for sign-off by another Authorized User (manager sign-off).
- iii. Allow transactions to be allocated to one or more budget accounts. The default allocation may be to one budget account from the general ledger, but functionality must be provided to allow for percentage based or dollar amount based allocations to multiple budget accounts selected from the general ledger.
- iv. Allow for the documentation of at least three possible choices regarding sales tax status. This documentation is regardless of any sales tax information passed with the transaction from the vendor. The three possible choices must include status equivalent to the following: "Sales Tax Paid", "Non-taxable", and "Subject to Use Tax". This information shall be available in the reporting system.
- v. Allow for additional documentation of notes. The Authorized User performing the allocation shall be able to insert notes with each allocation.

d. The reporting system available within the web-based platform shall offer the download and creation of reports directly from the platform in at least the following formats: Microsoft Excel, PDF, and delimited text. The web-based platform shall meet all other requirements detailed in Section A.6: Data Reporting Systems and Requirements.

e. The platform shall allow for the creation of customizable, multi-segmented general ledgers.

- i. The choice of general ledger segments may vary by Authorized Institution. For example, an Authorized Entity may choose to have a three-part general ledger consisting of a fund, org, and account. Another Authorized Institution may choose to have a four-part general ledger consisting of an index, account, activity, and program. Therefore, the creation of the general ledger must be customizable.
- ii. Upon request by an Authorized Institution, the system shall have the ability to maintain the general ledger information for new codes added or old codes deleted or terminated.
- iii. Upon request by an Authorized Institution, the system shall have the ability to restrict or allow for general ledger elements to be manually typed by an

Authorized User. The system shall have the ability for Authorized Institutions to create a customizable list of allowed elements that the Authorized User may choose from during the allocation process.

- f. The Contractor shall provide the Authorized Institution with electronic statements in a searchable format agreed upon by the Contractor and the Authorized Institution.

A.7. Data Reporting Systems and Requirements

- a. The Contractor shall provide a web-based online program management and reporting solution hosted by the Contractor. The reporting solution shall comply with each Authorized Institution's applicable security policies and standards, and the security standards detailed in Section A.7, including but not limited to:
 - i. PCI DSS and "State of Tennessee Enterprise Information Security Policies", as amended from time to time.
 - ii. Any applicable federal or state laws or requirements, including but not limited to the Red Flags Rule, the Gramm-Leach-Bliley Act ("GLBA"), the Health Information Portability and Accountability Act ("HIPAA"), and the Family Educational Rights and Privacy Act ("FERPA") of 1974 (20 U.S.C.1232g).
- b. The Contractor shall provide access at a statewide (corporate) level as well as the Authorized Institution master account and individual Cardholder levels.
- c. The Contractor shall control access to its reporting solution as required by each Authorized Institution's applicable security policies and standards, as referenced in A.6.a and A.7.
- d. For the Commercial Card Program, the reporting solution must allow, at a minimum, for the creation of new accounts, maintenance of current accounts, termination of accounts, and the generation of standard reports which shall include, but not be limited to: User Access reports, Taxes Paid reports, Declined transactions reports, Fraudulent Transactions report, Disputed Transaction report.
- e. For Corporate Travel Card Services, the solution must allow, at a minimum, for the creation of a current listing of all Travel Cardholders and regular collections reports indicating Travel Cardholders past due.
- f. The Contractor shall provide any reports that are not available via the solution that are reasonably necessary for the Authorized Institution to effectively operate and manage all card programs to include, but not be limited to: Trend Analysis Reporting on various factors effecting the Commercial Card Program to improve program performance. Delivery methods and timeframes for such reports shall be mutually agreed upon by the Authorized Institution and the Contractor.
- g. The Contractor's web-based online program management and reporting solution shall provide the Authorized Institution with the capability to create on demand reports for ad hoc reporting.
- h. Training and assistance with the Contractor's web-based online program management and reporting solution must be provided as mutually agreed upon by the Authorized Institution and the Contractor.
- i. The Contractor shall provide a dynamic management, information, and reporting system. This system must allow for the distribution of costs by cost center and account type, permit the distribution and approval of charges through a web or local area network, provide electronic statements, and allow for the smooth transfer of accounting information to each Authorized Institution's accounting network. Information systems must be ERP Compatible and information should be integrated into the Authorized Institution's ERP system or Authorized Institutions' ERP system, which include Oracle PeopleSoft, SAP, and Ellucian/Banner.

- j. The Contractor shall provide and adhere to a comprehensive evaluation system throughout the duration of the Contractor's performance. The evaluation system shall utilize a variety of levels and techniques of quality and performance measurements and assessments. This evaluation methodology is subject to the approval of the Authorized Institution.
- k. The Contractor shall provide a Cardholder master file with the following elements:
 - i. Account name
 - ii. Account address
 - iii. Account number
 - iv. Alpha/numeric accounting code (22 characters minimum)
 - v. Per transaction limit
 - vi. Daily spending limit
 - vii. Average transaction per month
 - viii. Average transaction cost
 - ix. Monthly cycle limit
 - x. Approved MCC codes
 - xi. Expiration date
 - xii. Approving authority/official
 - xiii. Additional fields as may be requested

The Contractor shall also develop a method/code(s) by which to identify the specific retailer. In addition, the Contractor must provide Authorized Institutions with procedures to interpret the codes.

I. Reports

- i. The Contractor shall develop reports. Authorized Institutions shall specify which reports and master lists are to be distributed, at what levels, on what media, and frequency.
- ii. The Contractor shall transmit reports electronically, by EDI, and upon request may transmit by hard copy
- iii. The Contractor must identify and sort reports by individual Cardholder and Authorized Institution accounts throughout the reporting system.
- iv. The Contractor must send reports electronically to designated individuals within the timeframe determined through agreement by the Contractor and the Authorized Institution.
- v. The Contractor shall report on the following at the request of the Authorized Institution.
 - 1. Cardholder Activity: Itemizes Cardholder transaction, Cardholder name, and location
 - 2. Supervisory Summary: Reveals transactions for all Cardholders who report to a specific supervisor
 - 3. Office or Unit Activity: Cardholder transactions for specific sub-groups within Authorized Institutions
 - 4. Merchant Activity: Itemizes purchases made by type of merchant
 - 5. Cardholder Change: Changes to Cardholder accounts
 - 6. Lost/Stolen Cards: Enumerates lost or stolen card information
 - 7. Disputed Transactions: Details status of disputed transactions
 - 8. Declined Transactions: Explains transactions where use of the card was declined and the reasons for
 - 9. Ad Hoc or Customized: Manipulates program data for special reporting
 - 10. Sales Tax: Lists sales tax charged
 - 11. Minority Vendor Report: Reporting List of Sales totals by minority vendor name

12. 1099 & Use Tax Report: Reporting of Information for Use Tax preparation

- m. Data Level Reporting: The Contractor shall provide for and report the highest level of data activity that the merchants are reporting to the Contractor bank in this Commercial Card Program. The Authorized Institutions would prefer to be provided with Level I, II, and III Data whenever possible and Contractor shall work with vendors to encourage them to adopt Level III Data reporting capability.
- n. Mail Lists and Promotional Material: Selling mail lists containing the names of Cardholders or any other information relating to Authorized Institutions that have requested cards is prohibited. The insertion of materials will generally be restricted to material(s) pertaining to the Commercial Card Program. Promotional materials may be permitted but shall be reviewed and approved by the Authorized Institution prior to insertion.
- o. Data Protection: Contractor must provide and maintain an appropriate information security program to prevent the unauthorized disclosure, misuse, alteration, or destruction of confidential information. Contractor must maintain immediate and continual communication with the Authorized Institutions regarding any security program changes (including, but not limited to cards, account numbers, passwords, personal identification numbers, transactions, etc.

A.8. Data Privacy and Security

- a. The Contractor shall ensure that all transactions are compliant with the most current version of PCI DSS or its successor. The Contractor shall maintain and ensure data integrity, Authorized User confidentiality, and ensure that security provisions are maintained throughout the length of this Contract.

The Authorized Institutions will provide current Data Breach Notification Procedures and contact information for the personnel that are to be notified of any compromise or breach. This information will be updated as applicable.
- b. Red Flags and Identify Theft

The Service Provider shall have policies and procedures in place to detect relevant Red Flags that may arise in the performance of the Contractor's activities under the Contract, or review the Authorized Institution's Red Flags identity theft program and report any Red Flags to Authorized Institution.
- c. Data Privacy

Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information complies with all applicable federal and state privacy and data protection laws, including without limitation, the Gramm-Leach-Bliley Act ("GLBA"); the Health Information Portability and Accountability Act ("HIPAA"); the Family Educational Rights and Privacy Act ("FERPA") of 1974 (20 U.S.C.1232g), the FTC's Red Flag Rules and any applicable federal or state laws, as amended ,together with regulations promulgated thereunder .
- d. Data Security

Contractor represents and warrants that Contractor will maintain compliance with the SSAE 16 standard, and shall undertake any audits and risk assessments Contractor deems necessary to maintain compliance with SSAE16.
- e. Incident Response.
The Contractor shall report any compromise or breach of network security involving State of Tennessee transactional data in accordance with *Tennessee Code Annotated*, Section 47-18-2107. In the event of a Security Incident, the Contractor shall:

- i. Provide Authorized Institution with the name and contact information for an employee of Contractor who shall serve as the Authorized Institution's primary security contact and shall be available to assist the Authorized Institution twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Incident;
- ii. Notify Authorized Institution of a Security Incident as soon as practicable, but no later than forty-eight (48) hours after Contractor becomes aware of it, except where disclosure is prohibited by law; and
- iii. Notify Authorized Institution of any such Security Incident by telephone and e-mail, with a copy by e-mail to Contractor's primary business contact at the Authorized Institution.

Contractor shall use best efforts to immediately mitigate or resolve any Security Incident, at Contractor's expense and in accordance with applicable privacy rights, laws, regulations and standards. Contractor shall reimburse Authorized Institution for actual costs incurred by Authorized Institution in responding to, and mitigating damages caused by, any Security Incident, including all costs of notice and/or remediation incurred under all applicable laws as a result of the Security Incident.

f. Return of Personal Information.

At any time during the term of this Agreement, at the Authorized Institution's written request or upon the termination or expiration of this Agreement, Contractor shall return to the Authorized Institution all copies, whether in written, electronic or other form or media, of Confidential, Highly-Sensitive, or Personal Information in its possession, or at the Authorized Institution's direction, securely dispose of all such copies.

A.9. Alternate Site and Systems. The Contractor shall establish and maintain an alternative processing arrangement adequate to resume immediately the card services provided under this agreement, in the event the Contractor's primary operation site or equipment is unavailable.

A.10. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty general offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

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

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

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

A.11. Inspection and Acceptance. The Authorized Institutions shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the Authorized Institutions determines that the goods or services are Defective, the Authorized Institutions shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no

additional cost to the Authorized Institutions. If after a period of thirty (30) days following delivery of goods or performance of services the Authorized Institutions does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the Authorized Institutions.

B. TERM OF CONTRACT:

- B.1. This Contract shall be effective on DATE (“Effective Date”) and extend for a period of sixty (60) months after the Effective Date (“Term”). The Authorized Institutions shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of eighty-four (84) months.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Authorized Institution Payment Card Program.

- a. Payment of Authorized Institution Card Charges. The Authorized Institution agrees to pay the Contractor the total net charges for which the Authorized Institution is liable as set forth in the Contract, subject to applicable law. Total net charges includes all charges less formally disputed transactions.

The Authorized Institution shall pay the Contractor on either a weekly, monthly or other basis mutually agreed upon in writing by the Contractor and the Authorized Institution within thirty (30) days prior to the use of Payment Cards authorized pursuant to this Contract. The payment schedule may be changed at any time as agreed to by both the Contractor and the Authorized Institution. All amounts due with respect to participation in the program shall be paid by the Authorized Institution and shall be paid to Contractor by means of Automated Clearing House (“ACH”) transaction or other electronic means agreeable to the Authorized Institution and Contractor.

- b. Dollar Volume Rebate. After every three (3) month period (“Quarter”), the Contractor shall calculate the rebate amount and remit such to each Authorized Institution within fifteen (15) business days of the end of the Quarter. The rebate amount is the total net charges for the Quarter for all Authorized Institutions (inclusive of Large Ticket Transactions) multiplied by the applicable Dollar Volume Rebate Percentage. The applicable Dollar Rebate Percentage is set each Quarter based on the annualized spend level, including both standard and Large Ticket Transactions, from all Authorized Institutions under the Contract.

The applicable Dollar Volume Rebate Percentages follow:

Quarterly Net Charge Volume Annualized	Proposed Rebate %
From a Net Charge Volume of \$0.01 to a Net Charge Volume of \$20,000,000.00 (e.g., 1.83%)	X.XX%
From a Net Charge Volume of \$20,000,000.01 to a Net Charge Volume of \$70,000,000.00 (e.g., 1.83%)	X.XX%
From a Net Charge Volume of \$70,000,000.01 to a Net Charge Volume of \$120,000,000.00 (e.g., 1.83%)	X.XX%
From a Net Charge Volume of \$120,000,000.01 to a Net Charge Volume of \$140,000,000.00 (e.g., 1.83%)	X.XX%
From a Net Charge Volume of \$140,000,000.01 to a Net Charge Volume of \$160,000,000.00 (e.g., 1.83%)	X.XX%
From a Net Charge Volume of \$160,000,000.01 to a Net Charge Volume of \$180,000,000.00 (e.g., 1.83%)	X.XX%

Quarterly Net Charge Volume Annualized	Proposed Rebate %
From a Net Charge Volume of \$180,000,000.01 to a Net Charge Volume of \$200,000,000.00 (e.g., 1.83%)	X.XX%
From a Net Charge Volume of \$200,000,000.01 to a Net Charge Volume of \$225,000,000.00 (e.g., 1.83%)	X.XX%
From a Net Charge Volume of \$225,000,000.01 to a Net Charge Volume of \$250,000,000.00 (e.g., 1.83%)	X.XX%
From a Net Charge Volume of \$250,000,000.01 to a Net Charge Volume of \$300,000,000.00 (e.g., 1.83%)	X.XX%
From a Net Charge Volume of \$300,000,000.01 to a Net Charge Volume of \$350,000,000.00 (e.g., 1.83%)	X.XX%
From a Net Charge Volume of \$350,000,000.01 to a Net Charge Volume of \$400,000,000.00 (e.g., 1.83%)	X.XX%
From a Net Charge Volume of \$400,000,000.01 to a Net Charge Volume of \$450,000,000.00 (e.g., 1.83%)	X.XX%
From a Net Charge Volume of \$450,000,000.01 to a Net Charge Volume of \$500,000,000.00 (e.g., 1.83%)	X.XX%
From a Net Charge Volume exceeding \$500,000,000.00 (e.g., 1.83%)	X.XX%

The Authorized Institution will review the Contractor's rebate calculations and Net Charge Volume amounts upon receipt. Adjustments, if any that are necessary will be agreed on by the Authorized Institution and the Contractor and the Contractor shall adjust the subsequent dollar volume rebate payment accordingly. In the event of disagreements on adjustments, the Authorized Institution's calculations shall prevail pending formal dispute resolution in accordance with the terms of the Contract.

- c. Expedient Payment Rebate. After every three (3) month period ("Quarter"), the Contractor shall calculate the rebate amount and remit such to each Authorized Institution within fifteen (15) business days of the end of the Quarter. The rebate amount is the total net charges (inclusive of standard and Large Ticket Transactions) on each individual Authorized Institution's Master Account Billing Statement multiplied by the applicable Expedient Payment Rebate Percentage.

The applicable Expedient Payment Rebate Percentages follow:

Expedient Payment Rebate Description	Proposed Rebate %
Master Account Billing Statement paid-in-full within 1 business day of statement received date	X.XX%
Master Account Billing Statement paid-in-full within 2 to 5 business days of statement received date	X.XX%
Master Account Billing Statement paid-in-full within 6 to 7 business days of statement received date	X.XX%
Master Account Billing Statement paid-in-full within 8 to 15 business days of statement received date	X.XX%
Master Account Billing Statement paid-in-full within 16 to 25 business days of statement received date	X.XX%

The Authorized Institution will review the Contractor's rebate calculations and amounts upon receipt. Adjustments, if any that are necessary will be agreed on by the Authorized Institution and the Contractor and the Contractor shall adjust the subsequent expedient payment rebate payment accordingly.

- d. Signing Bonus. Within fifteen (15) business days of the beginning of the Contract term, the Contractor shall remit the Signing Bonus.

The applicable Signing Bonus is:

Year One Total Net Charges	Signing Bonus
\$100,000,000.00	\$XXX,XXX.XX

The Signing Bonus is contingent on achievement of Year One total net charges set above for all Authorized Institutions. The period associated with the Year One total net charges will begin the month after the date of the first live (non-test) transaction of the card program. At the end of the first twelve (12) months following the first live (non-test) transaction, the one-time Signing Bonus, if any, may at the Contractor's election, be reduced by a pro-rated portion of the bonus based on the percentage of spend activity shortfall.

- e. Performance Incentive. If the Performance Incentive Threshold – defined as the annualized total net charges, including both standard and Large Ticket Transactions, from all Authorized Institutions under the Contract – is reached, the Contractor shall remit the Performance Incentive within fifteen (15) business days. The Performance Incentive is a one-time payment, applicable to any 12 months period following the first live (non-test) transaction under the Contract.

The applicable Performance Incentive is:

Performance Incentive Threshold	Performance Incentive
\$250,000,000.00	\$XXX,XXX.XX
\$500,000,000.00	\$XXX,XXX.XX

- f. The Authorized Institution will maintain a demand account in good standing (“the Account”) with a financial institution and account number as the Authorized Institution may determine, to be communicated to the Contractor in writing. Unless otherwise directed by the Authorized Institution all rebate payments herein under shall be made to the financial institution at the account number specified. All other credits or transfers shall be unauthorized transfers. The Authorized Institution shall take all action necessary to ensure that the Contractor has the right to credit the Account under the terms of this Contract.
- g. Billing and Account Statements. The Contractor shall provide monthly Master Account Billing Statements for each Authorized Institution's master account number documenting the total net charges. The Contractor shall provide all Master Account Billing Statements to the Authorized Institution Payment Card Program Manager within three (3) business days of each statement close date (i.e., last date on the statement). The delivery method for the Master Account Billing Statements must be agreed to by the Authorized Institution. The Contractor shall provide monthly individual cardholder account statements documenting all card transactions. These statements must be available via mail and the Contractor's web-based program management and reporting solution. The frequency of statements may be changed at any time as agreed to by both the Contractor and the Authorized Institution.

C.3. Prerequisite Documentation. The Contractor shall not invoice the Authorized Institution under this Contract until the Authorized Institution has received the following documentation properly completed.

- a. If the agreed upon payment method in Section C.1.a. is by means of ACH, the Contractor shall complete, sign, and present to the Authorized Institution an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the Authorized Institution. By doing so, the Contractor acknowledges and agrees that, once said form is received by the Authorized Institution, all payments to the Contractor, under this or any other contract the Contractor has with the Authorized Institution shall be made by Automated Clearing House (ACH).
- b. The Contractor shall complete, sign, and present to the Authorized Institution a "Substitute W-9 Form" provided by the Authorized Institution. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. MANDATORY TERMS AND CONDITIONS:

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

The Authorized Institution:

Authorized Institutions Contact Name & Title
 Authorized Institutions Agency Name
 Address
 Email Address
 Telephone # Number
 FAX # Number

The Contractor:

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

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable Authorized Institution officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of Authorized Institution or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Authorized Institutions reserve the right to terminate this Contract upon written notice to the Contractor. The Authorized Institutions' exercise of its right to terminate this Contract shall not constitute a breach of Contract by the Authorized Institutions. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the Authorized Institutions terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the Authorized Institutions and for all satisfactory and authorized services completed as of the termination date. Should the Authorized Institutions exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the Authorized Institutions any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The Authorized Institutions may terminate this Contract for convenience without cause and for any reason. The Authorized Institutions shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the Authorized Institutions or for satisfactory, authorized services completed as of the termination date. In no event shall the Authorized Institutions be liable to the Contractor for compensation for

any goods neither requested nor accepted by the Authorized Institutions or for any services neither requested by the Authorized Institutions nor satisfactorily performed by the Contractor. In no event shall the Authorized Institutions' exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the Authorized Institutions for any damages or claims arising under this Contract.

- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the Authorized Institutions shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the Authorized Institutions for damages sustained by virtue of any Breach Condition and the Authorized Institutions may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the Authorized Institutions. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The Authorized Institutions reserve the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

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

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the Authorized Institutions a completed and signed copy of the document at *Pro Forma* Attachment 1, semi-annually during the Term. If the Contractor is a party to more than one contract with the Authorized Institutions, the Contractor may submit one attestation that applies to all contracts with the Authorized Institutions. All Contractor attestations shall be maintained by the Contractor and made available to Authorized Institutions officials upon request.

- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to Authorized Institutions officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the Authorized Institutions.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the Authorized Institutions as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the Authorized Institutions and hold it harmless for any costs to the Authorized Institutions arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

- D.17. Limitation of Authorized Institutions' Liability. The Authorized Institutions shall have no liability except as specifically provided in this Contract. In no event will the Authorized Institutions be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The Authorized Institutions' total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the Authorized Institutions as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the Authorized Institutions to enforce the terms of this Contract.

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

- D.20. HIPAA Compliance. The Authorized Institutions and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the Authorized Institutions that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the Authorized Institutions, including cooperation and coordination with Authorized Institutions privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The Authorized Institutions and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the Authorized Institutions and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

- d. The Contractor will indemnify the Authorized Institutions and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the Authorized Institutions because of the violation.

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

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

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

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

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

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that

the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the Authorized Institutions of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the Authorized Institutions within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the Authorized Institutions may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the Authorized Institutions any fees other than those provided for in this Contract as the result of a Force Majeure Event.

- D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes *Pro Forma* Attachments 1, 2, 3, and 4, and Exhibit 1;
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the Authorized Entities solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.

E. SPECIAL TERMS AND CONDITIONS:

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

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

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

- E.3. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the Authorized Institutions. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

- E.4. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the Authorized Institutions (“PII”). For the purposes of this Contract, “PII” includes “Nonpublic Personal Information” as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time (“GLBA”) and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information (“Privacy Laws”). Contractor agrees it shall not do or omit to do anything which would cause the Authorized Institutions to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify Authorized Institutions: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The Authorized Institutions reserve the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the Authorized Institutions to enable the Authorized Institutions to verify and/or procure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the Authorized Institutions' direction at any time in their sole discretion, whichever is earlier, Contractor shall immediately return to the Authorized Institutions any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the Authorized Institutions any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor (“Unauthorized Disclosure”) that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the Authorized Institutions, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in

this Section are not exclusive and are in addition to any claims or remedies available to the Authorized Institutions under this Contract or otherwise available at law.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE BOARD OF REGENTS

NAME & TITLE

DATE

UNIVERSITY OF TENNESSEE

NAME & TITLE

DATE

STATE OF TENNESSEE

NAME & TITLE

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

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

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

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

(Fill out only by selected Contractor)

SAMPLE LETTER OF DIVERSITY COMMITMENT

(Company Letterhead/Logo)

(Address)

(Date)

(Salutation),

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

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

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

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

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

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

Further, we commit to:

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

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

Regards,

(Company authority – signature and title)

(Fill out only by selected Contractor)

TRANSITION TIMELINE

Task Number	Task Description	Office of Primary Responsibility	Estimated Time (days)	Remarks
1.01	Establish contact with all current participating Authorized Entities	New Contractor		
1.02	Identify required data elements (e.g. which fields are required and prioritize those fields), then set up processing platform in order to communicate with incumbent vendor	New Contractor		
1.03	Forward required data to incumbent vendor	New Contractor		
1.04	Review requests, build and validate conversion file in accordance with the New Contractor's request	New Contractor		
1.05	Submit conversion file to Program Technical Contractor	New Contractor		
1.06	Review Project and determine feasibility/capability of conversion file.	New Contractor		Concurrent days
1.07	Create a test conversion file initially for one Authorized Entity (selected by Authorized Entities)	New Contractor		Concurrent days
1.08	Ops Check them forward test conversion file to new offeror	New Contractor		Concurrent days
1.09	Review, re-test, and implement test conversion file	New Contractor		
1.10	Complete the conversion of all Authorized Entity files	New Contractor		
1.11	Prep for implementation of all conversion files	New Contractor		
1.12	Coordinate implementation of Transition Plan	New Contractor and Authorized Entities		

Note: The above transition time line plan for transitioning from current contractor if current contractor is not re-selected as the contractor. Offerors may elect to develop their own transition plan including as a minimum the steps above and may produce the plan in a different format (e.g. Microsoft Project).

- b. If a second monthly review occurs with minimal or no improvement in the problem areas, the Contractor will be placed on probation, and shall have one (1) additional month to improve its overall service score.
- c. If a third monthly review with below-threshold score occurs within the combined three (3) month probationary period, the Contractor shall give a three percent (3%) rebate on the month's revenue back to each Authorized Institution, which has provided revenue to the Contractor.
- d. If a fourth below-threshold score occurs within the three (3) months following the combined three (3) month probationary period, the Contractor shall provide a five percent (5%) rebate on the month's revenue back to each Authorized Institution that has provided revenue to the Contractor, and the contract may be terminated by the Authorized Institutions.

(Fill out only by selected Contractor)

The List of Countries where Travel Card is Accepted is listed below. Please note the Authorized Institution may update this list at any time.

1. Afghanistan
2. Albania
3. Algeria
4. American Samoa
5. Andorra
6. Angola
7. Anguilla
8. Antigua & Barbuda
9. Argentina
10. Armenia
11. Aruba
12. Australia
13. Austria
14. Azerbaijan
15. Bahamas, The
16. Bahrain
17. Bangladesh
18. Barbados
19. Belarus
20. Belgium
21. Belize
22. Benin
23. Bermuda
24. Bhutan
25. Bolivia
26. Bosnia & Herzegovina
27. Botswana
28. Brazil
29. British Virgin Is.
30. Brunei
31. Bulgaria
32. Burkina Faso
33. Burma
34. Burundi
35. Cambodia
36. Cameroon
37. Canada
38. Cape Verde
39. Cayman Islands
40. Central African Rep.
41. Chad
42. Chile
43. China
44. Colombia
45. Comoros
46. Congo, Dem. Rep.
47. Congo, Repub. of the
48. Cook Islands
49. Costa Rica
50. Cote d'Ivoire
51. Croatia
52. Cyprus
53. Czech Republic
54. Denmark

55. Djibouti
56. Dominica
57. Dominican Republic
58. East Timor
59. Ecuador
60. Egypt
61. El Salvador
62. Equatorial Guinea
63. Eritrea
64. Estonia
65. Ethiopia
66. Faroe Islands
67. Fiji
68. Finland
69. France
70. French Guiana
71. French Polynesia
72. Gabon
73. Gambia, The
74. Gaza Strip
75. Georgia
76. Germany
77. Ghana
78. Gibraltar
79. Greece
80. Greenland
81. Grenada
82. Guadeloupe
83. Guam
84. Guatemala
85. Guernsey
86. Guinea
87. Guinea-Bissau
88. Guyana
89. Haiti
90. Honduras
91. Hong Kong
92. Hungary
93. Iceland
94. India
95. Indonesia
96. Iran
97. Iraq
98. Ireland
99. Isle of Man
100. Israel
101. Italy
102. Jamaica
103. Japan
104. Jersey
105. Jordan
106. Kazakhstan
107. Kenya
108. Kiribati
109. Korea, North
110. Korea, South
111. Kuwait
112. Kyrgyzstan
113. Laos
114. Latvia
115. Lebanon

116. Lesotho
117. Liberia
118. Libya
119. Liechtenstein
120. Lithuania
121. Luxembourg
122. Macau
123. Macedonia
124. Madagascar
125. Malawi
126. Malaysia
127. Maldives
128. Mali
129. Malta
130. Marshall Islands
131. Martinique
132. Mauritania
133. Mauritius
134. Mayotte
135. Mexico
136. Micronesia, Fed. St.
137. Moldova
138. Monaco
139. Mongolia
140. Montserrat
141. Morocco
142. Mozambique
143. Namibia
144. Nauru
145. Nepal
146. Netherlands
147. Netherlands Antilles
148. New Caledonia
149. New Zealand
150. Nicaragua
151. Niger
152. Nigeria
153. N. Mariana Islands
154. Norway
155. Oman
156. Pakistan
157. Palau
158. Panama
159. Papua New Guinea
160. Paraguay
161. Peru
162. Philippines
163. Poland
164. Portugal
165. Puerto Rico
166. Qatar
167. Reunion
168. Romania
169. Russia
170. Rwanda
171. Saint Helena
172. Saint Kitts & Nevis
173. Saint Lucia
174. St Pierre & Miquelon
175. Saint Vincent and the Grenadines
176. Samoa

177. San Marino
178. Sao Tome & Principe
179. Saudi Arabia
180. Senegal
181. Serbia
182. Seychelles
183. Sierra Leone
184. Singapore
185. Slovakia
186. Slovenia
187. Solomon Islands
188. Somalia
189. South Africa
190. Spain
191. Sri Lanka
192. Sudan
193. Suriname
194. Swaziland
195. Sweden
196. Switzerland
197. Syria
198. Taiwan
199. Tajikistan
200. Tanzania
201. Thailand
202. Togo
203. Tonga
204. Trinidad & Tobago
205. Tunisia
206. Turkey
207. Turkmenistan
208. Turks & Caicos Is
209. Tuvalu
210. Uganda
211. Ukraine
212. United Arab Emirates
213. United Kingdom
214. United States
215. Uruguay
216. Uzbekistan
217. Vanuatu
218. Venezuela
219. Vietnam
220. Virgin Islands
221. Wallis and Futuna
222. West Bank
223. Western Sahara
224. Yemen
225. Zambia
226. Zimbabwe

MINIMUM TRAVEL CARD INSURANCE COVERAGE

\$350,000 Automatic Travel Accident Insurance

The coverage is provided to the cardholder, his/her spouse, his/her dependent children, and any Authorized User whose fare has been purchased with a covered account. These individuals will automatically be insured against an accidental injury that is the sole cause of loss of life, limb, sight, speech or hearing while riding as a passenger in, entering or exiting any licensed Common Carrier, provided the entire cost of the passenger fare(s), less redeemable certificates, vouchers or coupons, has been charged to the Travel Card.

If the entire cost of the Common Carrier passenger fare(s) is charged to your account prior to your departure for the airport, terminal or station, coverage is also provided while riding as a passenger in, entering or exiting any Public Conveyance, but only while traveling directly to the airport, terminal or station, immediately preceding departure of the Common Carrier. Coverage ends on the following:

- When you alight from any Public Conveyance after departing from the airport, terminal or station immediately after arrival on the Common Carrier if you travel from the airport, terminal or station on a Public Conveyance; or
- When you depart from the airport, terminal or station immediately after arrival on the Common Carrier if you travel from the airport, terminal or station using other than a Public Conveyance.

This coverage is provided at no additional cost.

\$1,500 Common Carrier Baggage Insurance

The coverage is provided to the cardholder and his/her dependents for permanently lost, stolen, or damaged baggage or personal articles while checked with or carried on a common carrier, when the entire common carrier fare is charged to the Contractor Travel Card.

Coverage for checked baggage and carried on items is up to the maximum benefit amount per occurrence per covered person. If an item is permanently lost, damaged or stolen, it will be repaired or replaced at no additional charge, or the cardholder will be reimbursed up to the maximum benefit amount per item and the maximum benefit amount per occurrence for all eligible items at the insurer's option.

This coverage is excess or secondary to the Common Carrier's liability. Common Carrier Baggage coverage will, after all indemnity from the Common Carrier has been exhausted, be responsible only for the amount not covered by such other indemnity. Coverage is limited to the maximum benefit amount per occurrence, regardless of the number of articles involved. Coverage is not available in states where prohibited.

Auto Rental Collision Damage Waiver (Auto Rental CDW)

This coverage provides the Authorized Institution's cardholders with primary Auto Rental CDW when a cardholder rents a vehicle for business purposes for 45 consecutive days or less and initiates and pays for the entire rental transaction with the Contractor's Travel Card. Coverage will be provided for up to the cash value of rental vehicles. The cardholder, as the primary renter of the vehicle, and any additional drivers permitted by the auto rental agreement are covered.