STATE OF TENNESSEE
Secretary of State

REQUEST FOR PROPOSALS # 30501-15114
AMENDMENT # 1
FOR STATE RECORDS CENTER STORAGE

DATE: FEBRUARY 5, 2016

RFP # 30501-15114 IS AMENDED AS FOLLOWS:

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		January 19, 2016
2. Disability Accommodation Request Deadline	2:00 p.m.	January 22, 2016
3. Pre-response Conference	TBD	January 25, 2016
4. Notice of Intent to Respond Deadline	2:00 p.m.	January 26, 2016
5. Written "Questions & Comments" Deadline	2:00 p.m.	January 29, 2016
6. State Response to Written "Questions & Comments"		February 5, 2016
7. Response Deadline	2:00 p.m.	February 18, 2016
8. State Completion of Technical Response Evaluations		March 3, 2016
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	March 7, 2016
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	March 9, 2016
11. Vendor Site Visit	TBD	March 11, 2016
12. End of Open File Period		March 16, 2016
13. State sends contract to Contractor for signature		March 17, 2016
14. Contractor Signature Deadline	2:00 p.m.	March 24, 2016

2. **State responses to questions and comments in the table below amend and clarify this RFP.**

   Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

	QUESTION / COMMENT	STATE RESPONSE
1	Can we receive the average total services for accesses and retrievals for a given period? (3 months would be great)	<u>October to December 2015</u> Returns: 638 (Monthly Average = 213) Access: 659 (Monthly Average = 619) <u>January to December 2015</u> Returns: 4,900 (Monthly Average = 408) Access: 6228 (Monthly Average = 519)
2	What does the $7.50 removal fee include? Pull, palletization, shrink wrapping, & electronic inventory list? All of the above?	The Removal fee includes: removal from the computer system, stacking on pallets, moving to the dock, loading onto new vendor's truck, accounting process between R&R and state/new vendor, creation & submission of report to the state, and secondary verification/proof of all items pulled. Additional Fees: $2.00 Access fee per container pulled. Pallet & shrink wrapping fee $20.00 per pallet or if new vendor provides pallets $5.00 per pallet for shrink wrapping
3	**Given the volume of information required and the need for obtaining 5 references, is it possible to receive at least a week extension on the RFP?**	The State has extended the response deadline to February 18, 2016.
4	**Will they accept a Dunn & Bradstreet report from March 2015 as a credit report for A.5 in Attachment 6-2? This report only comes out annually.** **"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.)"**	The date the report was pulled must be within the last three months. It is acceptable for the last report from Dunn and Bradstreet to be generated in March 2015, but pulled and printed any time within the last three months.
5	**Please describe the anticipated needs in terms of volumes of records for your transportation, pick up and deliveries.**	Please see Exhibit A for the estimates.
6	**In Attachment 6-2 – Section C, what do the Evaluation Factor numbers mean? For example, is "1" the least important and "5" the most important?**	One (1) is the least and five (5) is the highest rating.
7	**In the contract section in vi, General requirements, what Specification/Standards and Guidelines are you referencing? Please provide the page or page numbers.** "Contractors are required to meet storage facility, storage	The guidelines that follow are in the sections: A.2.General Requirements A.3.Facility Requirements A.4.Records Management Services

QUESTION / COMMENT	STATE RESPONSE
area, and equipment requirements based on the requirements outlined in the Specification and on the now current version of the Standards and Guidelines cited in this document. Contractors **may be required** to update or upgrade storage facilities, storage areas, or associated equipment, for example, to comply with local building codes. Such mandated updates or upgrades are normally out of the control of the vendor or the State of Tennessee. This Specification contains certain mandatory requirements for upgrades or updates, for example, security updates or upgrades to computer systems."	A.5.Security A.6. Experience/Personnel
8 **In A.3.Facility Requirements, on page 8 of the original RFP, is there supposed to be an item "h?" It goes from "g" to "I."**	There is supposed to be an "h". The last two sentences of "g". "Activities conducted in other parts of the building shall not pose hazards for stored records. Under no conditions shall any part of the shared facility be used to store large quantities of highly-flammable, explosive, or corrosive materials."
9 **In A.2 General Requirements & Definitions, vii. Storage Equipment, item b** **Some records may be packed in check-size boxes. Drawings and maps may be packed in tube cartons in lengths up to 48 inches, or other containers, such as steel "flat-file" cabinets. Everything must be packed in a container.** **Who did you want to pack the boxes? The state or the vendor?** **If the vendor, would this fee go in the "Account Removal Fee" pricing box in the Cost Proposal or the "Account Removal Fee Mitigation for current contract" box?**	The State is responsible to send items packed in containers. The vendor will be responsible to report if an agency sends items loose and to pack those items in the appropriate container. Items currently stored in the records center are in containers except for several specific bulk items which will be transferred as is.
10 **In A.2 General Requirements & Definitions, vii. Storage Equipment, item e.** **Cabinets or other containers for photographic films and prints shall be constructed of non-corrosive metal or acid-free paper.** **Approximately how many photographs and**	The State currently does not have any items matching this description but may have some in the future. These items would most likely need to be stored in the Class 2 storage conditions. (Temperatures are in Fahrenheit) Microfilm: temperature 50 to 65 degrees and humidity between 30% and 42%.

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	prints need to be stored? How are they currently stored? (i.e. temperature/humidity and vault) What temperature and humidity is required by the State for these records? Does the pricing for this go in the Class 2 Vault Storage line item in the Cost Proposal?	Tape cartridge: temperature 50 to 68 degrees and humidity between 30% and 50%. Photograph: temperature 50 to 68 degrees and humidity between 30% and 42%. High Value Paper: temperature 45 to 68 degrees and humidity between 30% and 55%.
11	**In A.2 General Requirements & Definitions, vii. Storage Equipment, item h. Compact shelving, if used, shall not impede air circulation or fire protection.** **Define this type of shelving.**	Compact shelving (sometimes referred to as mobile shelving, mobile aisle shelving, roller rack shelving, or rolling stack shelving) is the shelving or storage units fitted with wheeled traction systems. Units can be closely packed when access is not required, but can be readily moved to open up an aisle to allow access. By eliminating the need for a permanently open aisle between every unit, a smaller proportion of floor space can be allocated to storage than in the case of conventional fixed shelving, or a higher capacity of storage can be met using the same footprint as fixed shelving. If utilizing this type of shelving in the storage facility, proper fire suppression systems must be in place.
12	**In A.2 General Requirements & Definitions, viii** **Pre-existing Condition of Records. Prior to being sent to the storage facilities in Storage Environments 2, records may have been stored under conditions which have caused the records to deteriorate. The purpose of storing records in the Storage Environment 2 Classes is to prevent further deterioration, or at least to slow it down to a minimal rate of deterioration over a very long span of time.** **Will the State be checking for such records and let the vendor know about them? We do not see a process for such records described in the Project Plan section for the Initial Move of the Records. Are you just seeking a response from the vendor that the vendor agrees with this statement?**	The State does not currently know of any records requiring storage in Class 2 in such condition at this time. The State is always screening and attempting to determine if any records are in deteriorating condition and what must be done to preserve or restore the records. If the State detects any the vendor will be notified in advance to determine the best storage solution. Yes, the State is looking for an affirmative response that the vendor agrees and will be able to provide the storage solution.
13	**In A.2 General Requirements & Definitions, xi. Contaminated Records, item d.** **Whenever the storage contractor**	Pickup is completed by State personnel on a daily basis. There are multiple locations throughout the metro Nashville region serviced by the State. If there is a need for the vendor to conduct those

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discovers records that are wet, mold-infested, contaminated with toxic materials, or otherwise damaged, the contractor shall notify the State and the Division of Records Management immediately. **The Contractor shall pick up records from, and deliver records to, any location designated by a State. All Classes shall offer Economy and Standard retrieval.** **Please provide all of the State addresses requiring pickup and delivery, so we can answer this question. We only saw the State's main address in the RFP.**	pickups the specific addresses shall be provided to the vendor. Locations outside the metro Nashville area will be arranged on a case by case basis and will involve special projects. See Exhibit B – Agency Locations for a list of standard locations. There will be other locations within Nashville area as needed.
14 **In A.2 General Requirements & Definitions,** xii. **Initial Move of Records, item h. As part of the initial transfer of records, the storage contractor acquiring the records shall conduct a container-level inventory comparing the inventory data set produced by the outgoing storage facility (and/or the State) to the records actually received by the new storage facility (see section 8.6.3 above). Any discrepancies between the two inventories shall be immediately reported to the State, in the form of an Exceptions List. The cost of this service shall be included in the cost of Accession.** **Please explain what is meant by the last sentence of this item.**	The price of the accession will cover the verification process of the initial transfer. The State will not pay additional fees for the verification of any containers during the initial transfer.
15 **A.4 Records Management Services**, **viii .State Access to System, item f.** **The contractor shall provide, operate and host a secure web site connected to its tracking system to track State records**	The State is requesting that the vendor have the capability to document the work process utilized for problem resolution. If the State is required to pay for any services, or wants to know what steps are being taken to locate a lost or misplaced container, the vendor shall be able to do so, with the appropriate data.

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in storage as well as records that have been delivered to Client Agencies in response to retrieval requests. The contractor shall assume all costs for the development and maintenance of its web site. As part of the fee for record storage, the contractor shall provide access to the secure web site at no additional charge to the State. **The contractor shall have the capability to fully-document its handling of all problems.** **The documentation shall include metrics for resolution time and customer satisfaction.** **In the last two sentences, is the State asking for Service Level Agreements here with reports being provided to the State?**	
16 **A.4 Records Management Services, viii .State Access to System, item h.** **The Contractor may charge a State a fee for the creation (but not for the production) of an Ad Hoc management report, which is specially produced to meet an unforeseen need. The cost of Ad Hoc management reports is listed in the bid schedule. Prior to creating this report, the contractor will submit a time estimate to the State for review and approval. All management reports shall be submitted in an electronic format that can be searched and sorted electronically (typically, a comma-delimited file--*.csv). The contractor shall send to the Division of Records Management a copy of all reports generated for each agency, at the same time the reports are sent to the agency**	There may arise a point where the State may need a custom report generated that will not fall under the standard storage management or billing reports. While this will not be a regular cost the State needs to have a price listed.

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(this requirement does not cover those reports generated directly by the users of the State). **Please clarify what information is required in Ad Hoc management report, as we provide several standard Records Management reports and it is not clear how this differs from item g. and ix (storage management) and x (billing) reports.**	
17 **A.4 Records Management Services Billing Reports, item x.** **Billing for all goods and services shall be in arrears. The contractor shall be able to generate billing reports relating to records in storage and services rendered.** **Please clarify if by arrears the State is referencing the C.5. Invoicing Requirements statement below; specifically the highlighted portion of the item.** **"The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:"**	The contractor shall submit an invoice within five business days of the first of the month.
18 **A.6. Experience/Personnel, item i.** **Within 3 business days of the State's request, a bidder shall submit proof that it meets the qualifications listed in this specification. Proof shall consist of corporate registration and/or annual reports. Failure to do so may result in a determination of**	Submit the appropriate documentation/reports that explain how the contractor meets the specifications. The issuance of the bid is the request for all bidders to comply.

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non- responsiveness and rejection of the bid. **Please list exactly what proof is needed (which corporate registration (revenue), and which annual reports). Is this required for successful bidder only?**	
19 **A.6. Experience/Personnel, item iii.** **All contractors shall maintain at each storage facility, up to date copies of the Standards, Guidelines, and Referenced Publications applicable to their Class or Classes of storage.** **Please list every Standards, Guidelines, and Referenced Publications you want the vendor to maintain. You mention numerous requirements, such as "ANSI" and various types of records in the RFP.**	Explain what standards and guidelines your organization maintains at each facility. PRISM Privacy Plus criteria contains a list of ten control objectives. The specifications listed in this bid package. ANSI standards for the types of materials stored in the Class 2 vault. NAID standards for destruction.
20 **In the Cost Proposal tables, what does "unit" equate to in the eyes of the State of Tennessee? Does it mean per box or per cubic foot?**	For box storage it is Per cubic foot
21 **For "Class 2 Vault storage," please provide your temperature and humidity requirements for each type of material, for example microfilm, tape cartridges, photographs, prints, high value paper, etc. We need this information to determine what type of vault storage is needed and to price it.**	Microfilm: temperature 50 to 65 degrees and humidity between 30% and 42%. Tape cartridge: temperature 50 to 68 degrees and humidity between 30% and 50%. Photograph: temperature 50 to 68 degrees and humidity between 30% and 42%. High Value Paper: temperature 45 to 68 degrees and humidity between 30% and 55%.
22 **In the Cost Proposal tables, please provide approximate volumes for each category of Class 2 Vault storage.**	See attached Exhibit A
23 On Page 2 of 70: In the Introduction>Statement of Procurement Purpose>iii. Volume	See attached Exhibit A.

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Requirements: *"An estimate by Class of the volume of services over the first five (5) years of the Contract is attached as Exhibit A, along with a description of the assumptions on which it is based."* Please clarify where "Exhibit A" is located.	
24 On page 20 of 70: Technical Response and Evaluation Guide (RFP Attachment 6.2) Item Ref. A-5: *" an official document or letter from an accredited credit bureau"* We do not report to Dunn & Bradstreet. Will a standard company report from a credit bureau like Experian qualify? If not, who will qualify and what are the requirements?	Yes, a standard company report from a credit bureau, like Experian, will qualify.
25 On page 28 of 70: Cost Proposal and Scoring Guide (RFP Attachment 6.3), under i. and ii*: "if records are lost, the storage contractor shall pay the costs described below per storage container or per item (if the item is not stored in a container)."* These costs are not clearly defined. Please clarify what is expected to be paid or what formula you intend to use to arrive at the amount to be paid by the storage contractor if records are either lost or damaged. In the current Contract Amendment clause E.10 from April 2013, the Contractor Liability is limited to $2 per cubic foot. Why is this not included in the contract that is part of this RFP?	The state will continue to utilize a Contractor Liability of $2.00 per cubic foot. Price will be listed in the amendment.
26 On page 28-31 of 70: Cost Proposal and Scoring Guide (RFP Attachment 6.3) under "cost item description": The items listed need further description to provide accurate classification. Will the state allow a more accurate description of each item to be defined? For example: Transportation (Delivery or pickup) Fee per location (within X mile radius)? Also, under the "Proposed Cost" grid everything is listed as "Unit". Would it be possible to define on each line what the exact unit of measure is? In some cases this could be interpreted differently – by item, by cubic foot, by mile, etc.	Provide the price per unit. The item description provided defines what the unit measure entails. For more detail on each item see Exhibit A.
27 Throughout the RFP, delivery/pickup is mentioned as being to any state office location. Will the awarded vendor be expected to pick up and deliver from/to any location within the state, for the same amount per unit charge, or will there be a mileage cap for the proposed rate? If no mileage cap, will we be allowed to propose a second transportation fee to outlying areas, such as a set per mile figure past a 50 mile	State will consider a surcharge for beyond the fifty mile radius of Nashville, see Exhibit A. See Exhibit B – Agency Locations for a list of standard locations. There will be other locations within Nashville area as needed.

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radius of Nashville?	
28 On page 31 of 70: Cost Proposal and Scoring Guide (RFP Attachment 6.3), Class 2 Vault Storage rates are included, but there are no service items listed. Since this is a separate service from Records Management, does the state expect the vendor to charge the same service rates for Class 2 Vault Storage as for Records Management? For example: Accession, retrieval, refile, etc.? As these items should be handled differently, by properly cooled/heated delivery vehicles and separate loading areas – separate service charges are recommended to keep the base charges for Records Management Services low as that is the higher volume item.	State will consider adding line items for Class 2 service. See Exhibit A
29 On Page 52 of 70 (page 14 of Contract) under viii. Section h: *"The Contractor may charge a State a fee for the creation (but not for the production) of an AdHoc management report, which is specifically produced to meet an unforeseen need. The Cost of Ad Hoc management reports are listed in the bid schedule."* This cost is not included in the Cost Proposal and Scoring Guide. Where is this to be proposed?	State will add line item for reports.
30 On page 41 of 70 (Contract page 3): xi. **Contaminated Records** b. *"Decontamination of contaminated records shall be the responsibility, and at the cost, of the custodial party at the time contamination occurs." and on page 66 of 70 (page 28 of Contract) under D.18 "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."* The industry standard contract generally provides a set liability per cubic foot. That exposure would be covered by general liability insurance, except in the case of gross negligence. In the current Contract Amendment clause E.10 from April 2013, the Contractor Liability is limited to $2 per cubic foot. Why is this not included in the contract that is part of this RFP?	The state will continue to utilize a Contractor Liability of $2.00 per cubic foot. The state will continue to utilize a Contractor Liability of $2.00 per cubic foot. Price will be listed in the amendment.
31 On page 42 of 70 (page 4 of Contract) under xi. h. *"all drivers employed for transport of records shall have a currently-valid Commercial Driver's License (CDL)" and "All other drivers operating a class of vehicle not requiring a Commercial Driver License shall hold a currently-valid Class C Driver License."* TN DOT requires that each driver be licensed according to the weight and contents of the vehicle. Our	Yes, that is acceptable. Please explain in your response.

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vehicles are legally operated under a Class D license as we do not transport passengers or hazardous materials requiring a placard. Is that acceptable?	
32 On page 44 of 70 (page 6 of contract): Under xii. q.: *"All deliveries shall be to an inside building location to be specified by the requesting State."* Will deliveries be quoted to a single inside point of distribution or should deliveries be quoted to individual end users on multiple floors within a building?	Single point of distribution per location. See Exhibit B – Agency Locations for a list of standard locations. There will be other locations within Nashville area as needed.
33 On page 45 of 70 (page 7 of Contract): Under xiv. b.: *"Contractor shall cooperate in returning the records at a rate of no less than 3,200 standard-size (1.2 cubic foot) boxes per business day".* If the receiving party cannot pick up at the retrieval rate listed above, a hardship is created in floor and dock space for the removing company. Could this be adjusted to a mutually agreed upon number of boxes by all parties including the state?	Yes, that is acceptable, as long as the transfer is completed in the required time frame. State will clarify in bid package.
34 On page 48 of 70 (page 10 of Contract) under v. Storage Environment 2 (Vault): b. *"For Storage Environment 2 Services, temperature and humidity conditions in the storage vault shall comply with ISO 11179 (cited in Exhibit C)".* Please clarify where "Exhibit C" is located.	Remove reference to Exhibit C follow storage conditions in Fahrenheit degrees as follows: Microfilm: temperature 50 to 65 degrees and humidity between 30% and 42%. Tape cartridge: temperature 50 to 68 degrees and humidity between 30% and 50%. Photograph: temperature 50 to 68 degrees and humidity between 30% and 42%. High Value Paper: temperature 45 to 68 degrees and humidity between 30% and 55%.
35 On page 49 of 70 (page 11 of Contract) Under sections iii. And iv. : *"Rush service shall be limited to delivery of records" and "Emergency service shall be limited to delivery of records".* There are options for access only in these situations on the Cost Proposal and Scoring Guide (RFP Attachment 6.3). Will these be permanently placed together or should we consider these as two (2) services with delivery added if needed and charged separately?	Two separate services as defined. Rush retrieval is for items received after the normal cut off but still needed the next day. Emergency retrieval is for items to be pulled and delivered within four (4) hours. Will add an additional line item to pricing list.
36 On page 50 of 70 (page 12 of Contract) Under section v. e. : *"Destruction methods are to meet or exceed NAID (National Association for Information Destruction) AAA certification."* If a company is not AAA NAID certified, how will it be evaluated that they meet and or exceed these standards? NAID uses independent accredited auditors for their certification process and they do not allow self-certification. It is impossible, therefore to meet the NAID	Based upon the technical proposals the state will determine if the respondent meets the requirements. The respondents should include proof of certifications in their package. If the respondent does not possess the certification listed, they should include any audits or other proof validating they meet the appropriate standards. If the State determines that there is not sufficient evidence to support meeting the listed guidelines the bid may be disqualified.

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	Certification standard if they do not undergo the audits by the ASIS-accredited security professionals NAID uses. How can a company be considered to meet the NAID certification standard if they are missing the main specification; the announced and unannounced audits by ASIS-accredited Certified Protection Professionals?	
37	On page 54 of 70 (page 16 of Contract) Under **A.5 Security** iii. : *"Contractor shall meet PRISM Privacy Plus SSAE16 or equivalent standards."* If a company is not currently PRISM Privacy Plus or SSAE16 certified by independent auditor, how will compliance be evaluated to ensure that Privacy + or SSAE16 standards are met or exceeded? Will independent audit results have to be provided to meet these criteria?	Based upon the technical proposals the state will determine if the respondent meets the requirements. The respondents should include proof of certifications in their package. If the respondent does not possess the certification listed, they should include any audits or other proof validating they meet the appropriate standards. If the State determines that there is not sufficient evidence to support meeting the listed guidelines the bid may be disqualified.
38	On page 54 of 70 (page 16 of Contract) Under **A.5 Security,** vi. : *"Class 2 shall be equipped with the following: air conditioning capacity sufficient to maintain the temperature within the range of -23°C to 35°C".* This temperature range for the vault area appears to be incorrect, please advise the correct change.	State will update to reflect 45 degrees Fahrenheit to 68 degrees Fahrenheit
39	On page 55 of 70 (page 17 of Contract) Under **A.5 Security**, ix.: *"Such records shall be maintained in a secure area until the destruction process is completed and transported to the destruction site in a secure vehicle, so as to ensure a certified beginning-to-end chain of custody."* How is that to be certified and under whose guidelines?	NAID standards
40	This question encompasses multiple sections of the RFP, but refers to the Cost Proposal and Scoring Guide (RFP Attachment 6.3) in relation to these items. There are multiple services in the contract that are bundled together as one service (see examples below): a. On page 49 of 70 (page 11 of Contract) Under **A.4 Records Management Services** – ii.b. *"Specific services covered by this payment item include: retrieving the specified records from storage at the contractor's facility, preparing them for scanning or faxing (document*	The awarded vendor will be billed according to the itemized prices provided in the cost structure.

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preparation- "doc prep"), scanning and saving the resulting images in an image file . . . . and re-filing records." *b.* On page 50 of 70 (page 12 of Contract) Under **A.4 Records Management Services** – v.g. *"The cost of destruction shall include the cost of pulling the records from storage, destroying the records, closing out the tracking record, etc."* c. On page 53 of 70 (page 15 of Contract) Under **A.4 Records Management Services** – xi.d. *"the cost of indexing scanned images shall be included in the "per image" cost of this service."* In some cases, bundling creates issues for billing/tracking systems to be sure every item is billed accordingly and the two systems are integrated. Pricing service items individually also provides an opportunity to charge only for the exact services used. For example, boxed pulled for destruction from storage would incur an access fee and a destruction charge, however boxes delivered to the dock by State for destruction would only be charged for the destruction. With the bundled rate, every box would be charged for both services even if both are not used.	
41 On page 29 of 70- Cost Proposal and Scoring Guide (RFP Attachment 6.3): Will the individual sums and evaluation costs be weighted for the cost item? For example, will the evaluation cost of a 1.0 cubic foot carton (100,000+ units in storage) carry a greater weight than a check carton (very few units)? If volume is not considered, this will not give a valid overall picture of anticipated costs.	Price per category is considered so overall total will reflect the weight of higher volumes.
42 On page 29 of 70- Cost Proposal and Scoring Guide (RFP Attachment 6.3): Delivery/pick-up items are listed as up to 10 items or over 10 items. Is this a per item charge or a flat rate for this service?	It is a price per item allowing for differences involved in the cost depending on volume.

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43 The incumbent had a no bid situation for the current contract however, the contract and current pricing is a part of public record. We are asking for a copy of the current contract and pricing with Richards and Richards.	See attached original contract and amendment to original contract. See attached Exhibit A
44 On page 25 of the actual document under section D.5 "Termination for Convenience", we are asking that there be included a caveat that the winning vendor, if paying the permanent removal fees, be allowed to recoup the total amount of the perm out fees paid to the incumbent vendor.	All redline negotiations or questions regarding section D will be addressed with the awarded vendor prior to contract signature.

3. **Delete RFP section Introduction 1.v. in its entirety and insert the following in its place** (any sentence or paragraph containing revised or new text is highlighted)**:**

   v. The State is liable to pay an account removal fee of $7.50 per cubic foot to the current vendor. The current volume at the state records center is approximately one hundred and thirty seven thousand (137,000) cubic feet. This account removal fee will be taken into consideration when evaluating the cost of potential vendors. The State will add the cost, one million twenty-seven thousand and five hundred dollars ($1,027,500.00) to the proposals as a one- time charge that may or may not be mitigated by bidders. Additional Fees: $2.00 Access fee per container pulled. Pallet & shrink wrapping fee $20.00 per pallet or if new vendor provides pallets $5.00 per pallet for shrink wrapping

4. **Delete RFP Attachment 6.6 Pro FormaSection A.3.v.b in its entirety and insert the following in its place** (any sentence or paragraph containing revised or new text is highlighted)**:**

   v. For Storage Environment 2 services, temperature and humidity conditions in the storage vault shall comply with ISO 11179 as follows.
   - Microfilm: temperature 50 to 65 degrees and humidity between 30% and 42%.
   - Tape cartridge: temperature 50 to 68 degrees and humidity between 30% and 50%.
   - Photograph: temperature 50 to 68 degrees and humidity between 30% and 42%.
   - High Value Paper: temperature 45 to 68 degrees and humidity between 30% and 55%.

5. **Delete RFP Attachment 6.6 Pro Forma Section A.5.vi in its entirety and insert the following in its place** (any sentence or paragraph containing revised or new text is highlighted)**:**

   ii. Vehicles used to transport computer backup data tape cartridges and audio or video recordings under Class 2 shall be equipped with the following: air conditioning capacity sufficient to maintain the temperature within the range of 45° F to 68° F and the relative humidity within the range of 20% to 50%, with a maximum wet bulb temperature of 79° F an automated vehicle tracking system; an intruder alarm system.

6. **Delete RFP section RFP Attachment 6.3 in its entirety and insert the following in its place** (any sentence or paragraph containing revised or new text is highlighted)**:**

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

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

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

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

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

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

The Unit Price for STORAGE shall be based on the full five (5) year initial span of the contract. Bidders shall enter the annual fee per cubic foot in the appropriate column. Notwithstanding, the records storage pricing is based on the total volume for all client agencies combined, using the quantity thresholds listed for each class, the Unit Pricing on the bid sheets is a "not to exceed" price. No "stipulations", "reservations", or "assumptions" which modify the bid are permitted. Please include all price increases in the bid according to any escalating costs.

i. For loss of records: if records are lost, the storage contractor shall pay the costs described below per storage container or per item (if the item is not stored in a container). Disappearance of records and failure to recover same, constitutes loss of records. If all of the records in a storage facility are destroyed, that also constitutes loss of records.

ii. For damage to physical records: if and when records (other than computer backup media) are damaged, the storage contractor shall pay a per-container (or, if not stored in a container, per- item) amount sufficient to cover either restoration by a professional conservator of the original records or conversion to microfilm, at the discretion of the State. If conversion to microfilm is chosen, the specifications for the microfilming work shall be those provided by the State (a sample Administrative Requirements and Microfilming Specification shall be made available upon request). In either case, the vendor of the conservation services or the vendor of the microfilming services shall be chosen by the State.

iii. The contractor may charge an exit fee ("account removal fee") for permanent withdrawal of records from storage. The permanent removal fee shall apply when records are being removed from the facility and transferred to a facility belonging to a different contractor, or permanently returned to the State.

iv. The State is liable to pay an account removal fee of $7.50 per cubic foot to the current vendor. The current volume at the state records center is approximately one hundred and thirty seven thousand (137,000) cubic feet.. The State will add the cost, one million twenty-seven thousand and five hundred dollars ($1,027,500.00) to the proposals as a one- time charge that may or may not be mitigated by bidders. Additional Fees: $2.00 Access fee per container pulled. Pallet & shrink wrapping fee $20.00 per pallet or if new vendor provides pallets $5.00 per pallet for shrink wrapping

This account removal fee will be taken into consideration when evaluating the cost of potential vendors. Please see "Account Removal Fee Mitigation for current contract" to provide assistance with removing the State's files from the current contractor. A bidder should bid $0 for the "fee mitigation" line if they do not wish to provide that service

a. The permanent removal fee shall cover all costs associated with removal: pulling the records from storage, palletizing them, shrink-wrapping the pallet, providing the inventory data specified, making loading facilities available for pickup by the State or the new storage contractor, closing out the tracking record, etc. The contractor shall not add other fees, such as retrieval, to the permanent removal fee.

7. RESPONDENT SIGNATURE:	

PRINTED NAME & TITLE:	
DATE:	

RESPONDENT LEGAL ENTITY NAME:	

Cost Item Description	**Proposed Cost**					**State Use ONLY**		
	07-01-2016 — 06-30-2017	**07-01-2017 — 06-30-2018**	**07-01-2018 — 06-30-2019**	**07-01-2019 — 06-30-2020**	**07-01-2020 — 06-30-2020**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)
File Tracking	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Check carton	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
1.0 cubic foot carton	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
2.0 cubic foot carton	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
2.5 cubic foot carton	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
3.0 cubic foot carton	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Bulk Items per cubic foot	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Accession (new boxes)	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Retrieval (access) – container	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Emergency Retrieval (access) – container	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Retrieval (access) - folder	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Emergency Retrieval (access) - folder	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Refiling (return) – container	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Refiling (return) – folder	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	

RESPONDENT LEGAL ENTITY NAME:								
Cost Item Description	**Proposed Cost**					**State Use ONLY**		
	07-01-2016 — 06-30-2017	**07-01-2017 — 06-30-2018**	**07-01-2018 — 06-30-2019**	**07-01-2019 — 06-30-2020**	**07-01-2020 — 06-30-2020**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)
Permanent Removal	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Inter-filing (box, folder, etc)	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Destruction – Paper per box	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Destruction – microfilm/microfiche	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Destruction – computer media (drives, disks, etc)	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Digital Imaging – standard	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Digital Imaging – large format	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Digital Imaging – Document Preparation	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Digital Imaging – Indexing	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Container Purchase - Check carton	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Container Purchase - 1.0 cubic foot carton	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Container Purchase - 2.0 cubic foot carton	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Container Purchase - 2.5 cubic foot carton	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Container Purchase - 3.0 cubic foot carton	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Transportation (Delivery or pickup) Fee per location	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Up to ten items (boxes or folders)	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	

RESPONDENT LEGAL ENTITY NAME:								
Cost Item Description	**Proposed Cost**					**State Use ONLY**		
	07-01-2016 — 06-30-2017	**07-01-2017 — 06-30-2018**	**07-01-2018 — 06-30-2019**	**07-01-2019 — 06-30-2020**	**07-01-2020 — 06-30-2020**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)
Over ten items (boxes or folders)	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Bulk Items	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Emergency Trip fee	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Class 2 Vault Storage	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Per cubic foot container	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Per container (data storage type)	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Per data backup tape	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Account Removal Fee					**$ / cubic ft**		1	
Account Removal Fee Mitigation for current contract (This price will be subtracted from your total cost)					**-$ / cubic ft**		1	
Ad Hoc Management Reports								
TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above)**:**								

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

RESPONDENT LEGAL ENTITY NAME:								
Cost Item Description	Proposed Cost					State Use ONLY		
	07-01-2016 — 06-30-2017	07-01-2017 — 06-30-2018	07-01-2018 — 06-30-2019	07-01-2019 — 06-30-2020	07-01-2020 — 06-30-2020	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
State Use – Solicitation Coordinator Signature, Printed Name & Date:			evaluation cost amount being evaluated			x 30 (maximum possible score)	=SCORE:	

8. **Delete RFP Attachment 6.6 Pro Forma Section A.2.xiii.b in its entirety and insert the following in its place** (any sentence or paragraph containing revised or new text is highlighted)**:**

   b. The State shall provide contractor with 30 calendar days' notice of the agency's intent to terminate a Task/Purchase Order. Likewise, the State shall provide contractor with 30 calendar days' notice of the State's intent to terminate the Contract as a whole. Following receipt of the notice of intent to terminate, contractor shall not accept any new storage orders from the agency, in the case of a Task/Purchase Order, or from the State, in the case of the Contract as a whole. Contractor shall cooperate in returning the records at a rate of no less than 3,200 standard-size (1.2 cubic foot) boxes per business day, beginning no later than five business days after the State requests the contractor to begin transferring the records, and shall continue to comply with the governing provisions of this Contract. The State shall pay contractor the rates, based on the prices bid, until all applicable records are returned to the State or State, or are transferred to the subsequent vendor. If this requirement is hardship for either or both parties the State will work with both parties to establish a timeline to accomplish the transfer within sixty (60) calendar days

9. **Delete RFP Attachment 6.6 Pro Forma Section A.4.v.e in its entirety and insert the following in its place** (any sentence or paragraph containing revised or new text is highlighted)**:**

   e. Destruction of confidential records shall be accomplished by any method guaranteed to render the materials unreadable, such as cross-cut shredding (not to exceed 5/8 inch), pulverizing, or disintegration. Contractor staff shall monitor the entire destruction process to ensure that the records are rendered unreadable. Destruction methods are to meet or exceed NAID (National Association for Information destruction) AAA certification. If the respondent does not possess the certification listed, they should include any audits or other proof validating they meet the appropriate standards. If the State determines that there is not sufficient evidence to support meeting the listed guidelines the bid may be disqualified.

10. **Delete RFP Attachment 6.6 Pro Forma Section A.5.iii in its entirety and insert the following in its place** (any sentence or paragraph containing revised or new text is highlighted)**:**

iii.Contractor shall meet PRISM Privacy Plus SSAE16 or equivalent standards. If the respondent does not possess the certification listed, they should include any audits or other proof validating they meet the appropriate standards. If the State determines that there is not sufficient evidence to support meeting the listed guidelines the bid may be disqualified.

11. **Add the following as RFP section Exhibit A (attachment) and renumber any subsequent sections as necessary:**

12. **Add the following as RFP section Exhibit B (attachment) and renumber any subsequent sections as necessary:**

13. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.

STATE OF TENNESSEE
SECRETARY OF STATE

REQUEST FOR PROPOSALS
FOR
STATE RECORDS CENTER STORAGE

RFP # 30501-15114

RFP CONTENTS

SECTIONS:

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

ATTACHMENTS:

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

1. INTRODUCTION

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

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

i. Statement of Procurement Purpose

Definition of the Term 'Records': The State of Tennessee generates paper, film, and digital records in a variety of formats. The vast majority of records to be stored are in paper format. It is possible that the state may need to store other formats or types of records. Thus, artifacts (or objects) such as geological core samples, audio and video recordings, and memorabilia might be considered records. These Requirements Contracts include the storage of computer storage media. All state agencies of the State of Tennessee are entitled to use this contract. These agencies shall be known as "Client Agencies".

ii. **Records Retention and Disposition Schedules**. Client Agencies have Records Disposition Authorizations (RDA's), retention schedules, for their records. Each Agency is expected to assign an RDA number to its records prior to shipping them to storage. While most records in government agencies have retention requirements of less than ten (10) years, no estimate of volume in relation to retention requirements is available at this time.

iii. **Volume Requirements**. The State is not able to definitively state the quantity of record storage services that it shall purchase during a given period. An estimate by Class of the volume of services over the first five (5) years of the Contract is attached as Exhibit A, along with a description of the assumptions on which it is based. The volume estimates for the purpose of bidding on this Contract are based on the cumulative totals for each type of goods or services in each Class. However, the State may use more, less, or none of the quantities listed.

iv. **Classes of Service**. There are two (2) different storage environments; The State anticipates that a given agency may simultaneously use more than one Class of storage to ensure its records are stored in appropriate environments, with retrieval services according to the agency's business needs.

a. In addition to paper records, microfilm, and computer storage media, all Classes of storage may encompass the storage of artifacts (physical objects) that are considered State records. Examples of artifacts include geological core and soil samples, biological specimens, statues, signs, and architectural models. These items may be packed in a variety of containers; in some cases, artifacts may be sent for storage without being placed in a container.

- **Storage Environment 1**: Consists of warehouse (non- climate-controlled) storage of records and associated services, such as pickup of records from agency locations; retrieval and delivery of records upon request by authorized persons; retrieval and

delivery of records by scanning, indexing and electronic transmittal; computer tracking of records in storage or circulation; re-shelving of records returned to storage; and certified document destruction.

- **Storage Environment 2:** Vault storage of records in environmentally-controlled conditions and associated services, such as pickup of records from agency locations; retrieval and delivery of records upon request by authorized persons; retrieval and delivery of records by scanning, indexing and electronic transmittal; computer tracking of records in storage or circulation; re-shelving of records returned to storage; and certified document destruction. It is expected that Class 2 storage will be used principally for records that require permanent preservation, including high- value paper records, microfilm or microfiche, audio and video recordings, and backups of electronic data (the latter consist principally of tape cartridges, but this does not exclude other types of removable data storage media).

b. The volume estimates for the purpose of bidding on these Contracts are based on the total for each type of good or service in each Class, cumulated over the initial five year span of the Contracts.

v. The State is liable to pay an account removal fee of $7.50 per cubic foot to the current vendor. The current volume at the state records center is approximately one hundred and thirty seven thousand (137,000) cubic feet. This account removal fee will be taken into consideration when evaluating the cost of potential vendors. The State will add the cost, one million twenty-seven thousand and five hundred dollars ($1,027,500.00) to the proposals as a one- time charge that may or may not be mitigated by bidders.

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

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

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

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

1.3. Nondiscrimination

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

1.4. RFP Communications

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

RFP # 30501-15114

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

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

Elizabeth Stafford
Central Procurement Office
312 Rosa L. Parks Avenue
Nashville, TN 37243
615-532-0764
Elizabeth.Stafford@tn.gov

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

a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small businesses as well as general, public information relating to this RFP (visit http://www.tn.gov/generalservices/article/godbe-general-contacts for contact information); and

b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Kevin F. Callaghan
Office of Tennessee Secretary of State
312 Rosa L. Parks Avenue, 8th Floor
Nashville, TN 37243
615-253-4566
Kevin.Callaghan@tn.gov

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

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

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

1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8).

1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: http://tn.gov/generalservices/article/request-for-proposals-rfp-opportunities.

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

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

1.5. Assistance to Respondents With a Handicap or Disability

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

1.6. Respondent Required Review & Waiver of Objections

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

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

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

1.7. Pre-Response Conference

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

The conference will be held at:
312 Rosa L. Parks Avenue, 3rd Floor
Nashville, TN 37243

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any

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

1.8. Notice of Intent to Respond

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

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

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

1.9. Response Deadline

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

2. RFP SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		January 19, 2016
2. Disability Accommodation Request Deadline	2:00 p.m.	January 22, 2016
3. Pre-response Conference	TBD	January 25, 2016
4. Notice of Intent to Respond Deadline	2:00 p.m.	January 26, 2016
5. Written "Questions & Comments" Deadline	2:00 p.m.	January 29, 2016
6. State Response to Written "Questions & Comments"		February 4, 2016
7. Response Deadline	2:00 p.m.	February 11, 2016
8. State Completion of Technical Response Evaluations		February 19, 2016
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	February 22, 2016
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	February 24, 2016
11. Vendor Site Visit	TBD	February 26, 2016
12. End of Open File Period		March 2, 2016
13. State sends contract to Contractor for signature		March 3, 2016
14. Contractor Signature Deadline	2:00 p.m.	March 9, 2016

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

3. RESPONSE REQUIREMENTS

3.1. Response Form

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

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

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

3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.

3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.

3.1.1.3. All information and documentation included in a Technical Response should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.

3.1.1.4. The State may determine a response to be non-responsive and reject it if:

a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or

b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.

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

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

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

3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.

3.1.2.3. A Respondent must sign and date the Cost Proposal.

3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. **Response Delivery**

3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP.

3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.

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

"RFP # 30501-15114 TECHNICAL RESPONSE ORIGINAL"

and FOUR (4) 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 # 30501-15114 TECHNICAL RESPONSE COPY"

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

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

"RFP # 30501-15114 COST PROPOSAL ORIGINAL"

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

"RFP # 30501-15114 COST PROPOSAL COPY"

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

3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

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

"DO NOT OPEN… RFP # 30501-15114 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"

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

"DO NOT OPEN… RFP # 30501-15114 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

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

"RFP # 30501-15114 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

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

Elizabeth Stafford
Central Procurement Office
312 Rosa L. Parks Avenue
Nashville, TN 37243
615-532-0764
Elizabeth.Stafford@tn.gov

3.3. **Response & Respondent Prohibitions**

3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.

3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.

3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.

3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.

3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction

does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).

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

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

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

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

3.4. Response Errors & Revisions

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

3.5. Response Withdrawal

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

3.6. Additional Services

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

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

3.7. Response Preparation Costs

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

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

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

4.2. RFP Cancellation

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

4.3. State Right of Rejection

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

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

4.4. Assignment & Subcontracting

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

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

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

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

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

4.5. Right to Refuse Personnel or Subcontractors

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

4.6. Insurance

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

4.7. Professional Licensure and Department of Revenue Registration

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

4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.

4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

4.8. Disclosure of Response Contents

4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.

4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after technical responses are opened.

4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.9. Contract Approval and Contract Payments

4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.

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

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

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

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

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

4.10. **Contractor Performance**

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

4.11. **Contract Amendment**

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

4.12. **Severability**

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

4.13. **Next Ranked Respondent**

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

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

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

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	**30**
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	**40**
Cost Proposal (refer to RFP Attachment 6.3.)	**30**

5.2. Evaluation Process

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

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

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

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

a. the response adequately meets RFP requirements for further evaluation;

b. the State will request clarifications or corrections for consideration prior to further evaluation; or,

c. the State will determine the response to be non-responsive to the RFP and reject it.

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

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

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

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

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

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

5.3. **Contract Award Process**

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

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

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

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

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

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

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

RFP ATTACHMENT 6.1.

RFP # 30501-15114 STATEMENT OF CERTIFICATIONS AND ASSURANCES

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

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

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

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

<u>DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT</u>

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 State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., *et. seq.*).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a sub-contractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (*e.g.*, employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit rating for the Respondent (NOTE: A credit bureau report	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		number without the full report is insufficient and will not be considered responsive.)	
	A.6.	Bidders shall have a minimum of five (5) years' experience operating a records storage facility.	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

TECHNICAL RESPONSE & EVALUATION GUIDE

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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (*i.e*., 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 *nolo contendere* to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (*e.g.*, prior experience, training, certifications, resources, program and quality management systems, *etc*.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: (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: (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: (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: (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 <u>NOT</u> 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. NOTE: In order to claim status as a Diversity Business Enterprise under this contract,

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information. (d) Workforce. Provide the percentage of the Respondent's total current employees by ethnicity and gender. 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.
	B.16.	Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts: (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract period; and (e) the contract number. NOTES: ▪ Current or prior contracts with the State are not a prerequisite and are not required for the maximum evaluation score, and the existence of such contracts with the State will not automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	Provide customer references from individuals who are not current or former State employees for projects similar to the goods or services sought under this RFP and which represent: ▪ five (5) accounts Respondent currently services that are similar in size to the State; and ▪ five (5) completed projects. References from at least five (5) 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 must 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. The Respondent will be solely 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. (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference. (b) Send a reference questionnaire and new, standard #10 envelope to each reference. (c) Instruct the reference to: (i) complete the reference questionnaire; (ii) sign and date the completed reference questionnaire; (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		references in time to include them within the sealed Technical Response). (d) Do NOT open the sealed references upon receipt. (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required. NOTES: ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under no obligation to clarify any reference information.
	B.18.	Provide a statement and any relevant details addressing whether the Respondent is any of the following: (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and 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.
SCORE *(for all Section B—Qualifications & Experience Items above)*: *(maximum possible score = 30*		
State Use – Evaluator Identification:		

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		**1**	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		**1**	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		**1**	
	C.4.	The respondent shall submit to the State for review and approval a project plan describing how the project will be carried out, transfer volumes, significant milestones, and the respective responsibilities of the existing storage facility, the State, and the new storage Contractor		**1**	
	C.5.	Prior to Award of the contract, Bidder shall provide evidence of ownership/lease agreement, confirming the bidder is entered into a secure sustainable real estate agreement for at least the initial five year term of the contract.		**1**	
	C.6.	If a facility is shared with other functions and/or another vendor, the bid package shall include a description of the other functions and/or of the other vendor.		**2**	
	C.7.	The contractor shall have a disaster recovery plan that provides for restoration of business operations. The plan shall include backup and recovery procedures for inventory data related to State records.		**4**	
	C.8.	Provide a narrative that illustrates the Respondent's compliance with the business requirements as outlined in section A.2 General Requirements Attachment 6.6		**3**	
	C.9.	Provide a narrative that illustrates the Respondent's compliance with the business requirements as outlined in section A.3 Facility Requirements		**3**	
	C.10.	Provide a narrative that illustrates the Respondent's compliance with the business requirements as outlined in		**2**	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:	

Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		section A.4 Records Management Services			
	C.11.	Provide a narrative that illustrates the Respondent's compliance with the business requirements as outlined in section A.5 Security		**3**	
	C.12.	Provide a narrative that illustrates the Respondent's compliance with the business requirements as outlined in section A.6 Experience/Personnel		**2**	
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.			**Total Raw Weighted Score:** *(sum of Raw Weighted Scores above)*		
Total Raw Weighted Score / **Maximum Possible Raw Weighted Score** *(i.e., 5 x the sum of item weights above)*			**X 40** *(maximum possible score)*	**= SCORE:**	

State Use – Evaluator Identification:

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

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

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

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

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

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

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

The Unit Price for STORAGE shall be based on the full five (5) year initial span of the contract. Bidders shall enter the annual fee per cubic foot in the appropriate column. Notwithstanding, the records storage pricing is based on the total volume for all client agencies combined, using the quantity thresholds listed for each class, the Unit Pricing on the bid sheets is a "not to exceed" price. No "stipulations", "reservations", or "assumptions" which modify the bid are permitted. Please include all price increases in the bid according to any escalating costs.

i. For loss of records: if records are lost, the storage contractor shall pay the costs described below per storage container or per item (if the item is not stored in a container). Disappearance of records and failure to recover same, constitutes loss of records. If all of the records in a storage facility are destroyed, that also constitutes loss of records.

ii. For damage to physical records: if and when records (other than computer backup media) are damaged, the storage contractor shall pay a per-container (or, if not stored in a container, per- item) amount sufficient to cover either restoration by a professional conservator of the original records or conversion to microfilm, at the discretion of the State. If conversion to microfilm is chosen, the specifications for the microfilming work shall be those provided by the State (a sample Administrative Requirements and Microfilming Specification shall be made available upon request). In either case, the vendor of the conservation services or the vendor of the microfilming services shall be chosen by the State.

iii. The contractor may charge an exit fee ("account removal fee") for permanent withdrawal of records from storage. The permanent removal fee shall apply when records are being removed from the facility and transferred to a facility belonging to a different contractor, or permanently returned to the State.

iv. The State is liable to pay an account removal fee of $7.50 per cubic foot to the current vendor. The current volume at the state records center is approximately one hundred and thirty seven thousand (137,000) cubic feet.. The State will add the cost, one million twenty-seven thousand and five hundred dollars ($1,027,500.00) to the proposals as a one- time charge that may or may not be mitigated by bidders.

This account removal fee will be taken into consideration when evaluating the cost of potential vendors. Please see "Account Removal Fee Mitigation for current contract" to provide assistance with removing the State's files from the current contractor. A bidder should bid $0 for the "fee mitigation" line if they do not wish to provide that service

a. The permanent removal fee shall cover all costs associated with removal: pulling the records from storage, palletizing them, shrink-wrapping the pallet, providing the inventory data specified, making loading facilities available for pickup by the State or the new storage contractor, closing out the tracking record, etc. The contractor shall not add other fees, such as retrieval, to the permanent removal fee.

RFP ATTACHMENT 6.3. (continued)

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

RESPONDENT LEGAL ENTITY NAME:	

Cost Item Description	**Proposed Cost**					**State Use ONLY**		
	07-01-2016 — 06-30-2017	**07-01-2017 — 06-30-2018**	**07-01-2018 — 06-30-2019**	**07-01-2019 — 06-30-2020**	**07-01-2020 — 06-30-2020**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)
File Tracking	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Check carton	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
1.0 cubic foot carton	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
2.0 cubic foot carton	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
2.5 cubic foot carton	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
3.0 cubic foot carton	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Bulk Items per cubic foot	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Accession (new boxes)	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Retrieval (access) – container	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Emergency Retrieval (access) – container	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Retrieval (access) - folder	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Emergency Retrieval (access) - folder	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Refiling (return) – container	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:								
Cost Item Description	**Proposed Cost**					**State Use ONLY**		
	07-01-2016 — 06-30-2017	**07-01-2017 — 06-30-2018**	**07-01-2018 — 06-30-2019**	**07-01-2019 — 06-30-2020**	**07-01-2020 — 06-30-2020**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)
Refiling (return) – folder	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Permanent Removal	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Inter-filing (box, folder, etc)	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Destruction – Paper per box	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Destruction – microfilm/microfiche	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Destruction – computer media (drives, disks, etc)	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Digital Imaging – standard	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Digital Imaging – large format	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Digital Imaging – Document Preparation	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Digital Imaging – Indexing	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Container Purchase - Check carton	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Container Purchase - 1.0 cubic foot carton	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Container Purchase - 2.0 cubic foot carton	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Container Purchase - 2.5 cubic foot carton	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Container Purchase - 3.0 cubic foot carton	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Transportation (Delivery or pickup) Fee per location	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Up to ten items (boxes or folders)	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:								
Cost Item Description	**Proposed Cost**					**State Use ONLY**		
	07-01-2016 — 06-30-2017	**07-01-2017 — 06-30-2018**	**07-01-2018 — 06-30-2019**	**07-01-2019 — 06-30-2020**	**07-01-2020 — 06-30-2020**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)
Over ten items (boxes or folders)	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Bulk Items	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Emergency Trip fee	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Class 2 Vault Storage	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Per cubic foot container	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Per container (data storage type)	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Per data backup tape	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**		1	
Account Removal Fee					**$ / cubic ft**		1	
Account Removal Fee Mitigation for current contract (This price will be subtracted from your total cost)					**-$ / cubic ft**		1	
TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above)**:**								

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

State Use – Solicitation Coordinator Signature, Printed Name & Date:	**evaluation cost amount being evaluated**	**x 30 (maximum possible score)**	**=SCORE:**	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:								
Cost Item Description	**Proposed Cost**					**State Use ONLY**		
	07-01-2016 — 06-30-2017	**07-01-2017 — 06-30-2018**	**07-01-2018 — 06-30-2019**	**07-01-2019 — 06-30-2020**	**07-01-2020 — 06-30-2020**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)

RFP ATTACHMENT 6.4.

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 # 30501-15114 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.

	1	2	3	4	5	
least satisfied						**most satisfied**

RFP # 30501-15114 REFERENCE QUESTIONNAIRE — PAGE 2

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

(5) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(6) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

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

(8) In what areas of goods or service delivery does/did the reference subject excel?

(9) In what areas of goods or service delivery does/did the reference subject fall short?

(10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

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

	1	2	3	4	5	
least satisfied						**most satisfied**

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

RFP # 30501-15114 REFERENCE QUESTIONNAIRE — PAGE 3

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

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

	1	2	3	4	5	
least satisfied						**most satisfied**

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

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

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

	1	2	3	4	5	
least satisfied						**most satisfied**

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

REFERENCE SIGNATURE:
(by the individual completing this request for reference information)

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

DATE: _____

RFP ATTACHMENT 6.5.

SCORE SUMMARY MATRIX

	RESPONDENT NAME		*RESPONDENT NAME*		*RESPONDENT NAME*	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 30)						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 40)						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
COST PROPOSAL (maximum: 30)	**SCORE:**		**SCORE:**		**SCORE:**	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						

Solicitation Coordinator Signature, Printed Name & Date:

RFP ATTACHMENT 6.6.

RFP # 30501-15114 *PRO FORMA* CONTRACT

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

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
SECRETARY OF STATE
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Secretary of State ("State") and Contractor Legal Entity Name ("Contractor"), is for the provision of Scope of Goods or Services Caption, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

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

A. SCOPE:

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

A.2. **General Requirements & Definitions**

vi. **General Requirements**.

a. The bidder shall list all of the locations where it initially expects to store State records.
b. The location(s) of the contractor's storage facility or facilities shall be within thirty miles of the TN Tower 312 Rosa L Parks Avenue Nashville, TN 37243.
c. Records shall not be moved to or stored in a different location without prior written approval by the Department of Records Management.

d. Storage facilities that house State records shall not be placed in a low-lying area where the State's records are at risk of flooding, either from a natural disaster (from a flood with recurrence interval of 100 years - one that has a 1% chance of occurring in any given year) or from a man-made source, such as a breached levee or dam, or a broken water-main.
e. Contractors are required to meet storage facility, storage area, and equipment requirements based on the requirements outlined in the Specification and on the now current version of the Standards and Guidelines cited in this document. Contractors **may be required** to update or upgrade storage facilities, storage areas, or associated equipment, for example, to comply with local building codes. Such mandated updates or upgrades are normally out of the control of the vendor or the State of Tennessee. This Specification contains certain mandatory requirements for upgrades or updates, for example, security updates or upgrades to computer systems.

vii. **Storage Equipment**.

a. Shelving or other storage equipment shall accommodate paper and other types of records packed in various containers.

b. Some records may be packed in check-size boxes. Drawings and maps may be packed in tube cartons in lengths up to 48 inches, or other containers, such as steel "flat-file" cabinets. Everything must be packed in a container.
c. The contractor shall provide storage containers for purchase by Client Agencies if they elect to do so. Such containers shall be stored at the contractor's facility and delivered to a State location upon request.
d. Shelving for all types of record storage shall be constructed of non-corrosive, non-combustible metal, such as steel with baked-on, non-plasticized resin lacquer, stainless steel, or anodized aluminum. Wooden shelving or metal shelving with wooden decking or other wooden components is unacceptable.
e. Cabinets or other containers for photographic films and prints shall be constructed of non-corrosive metal or acid-free paper.
f. Shelving shall be braced to prevent collapse under full load. Each shelving unit shall be industrial style shelving rated at least 50 pounds per cubic foot supported by the shelf.
g. Records shall not be stored on the floor or within two (2) inches of the floor.
h. Compact shelving, if used, shall not impede air circulation or fire protection.
i. The contractor shall provide a separate storage vault for all Storage Environment 2 services. The storage vault shall comply with general requirements for record storage areas as specified elsewhere in this RFP.
j. The State is responsible for providing appropriate storage containers. That said, the storage contractor is expected to provide guidance to the State when needed.

viii. **Pre-existing Condition of Records**. Prior to being sent to the storage facilities in Storage Environments 2, records may have been stored under conditions which have caused the records to deteriorate. The purpose of storing records in the Storage Environment 2 Classes is to prevent further deterioration, or at least to slow it down to a minimal rate of deterioration over a very long span of time.

ix. **Temporary storage** areas shall comply with all requirements for permanent storage vaults as specified in this RFP. Whenever a temporary storage area is used, the contractor shall submit to the Division of Records Management and respective State an Affirmation that the temporary storage area complies with all requirements for permanent storage vaults as specified in this RFP.

a. In an emergency, the contractor shall notify the Division of Records Management of its removal of the photographic films and prints from a storage vault to a temporary storage location not more than two (2) calendar days after the move. The Affirmation described above shall be submitted to the Division of Records Management at the time the notification of the move is delivered.
b. Absent an emergency the contractor shall notify the Division of Records Management thirty (30) calendar days prior to the move. The contractor shall provide the Affirmation described above at the time of notification.

x. **Facility Inspections.** The State reserves the right to inspect and approve the proposed storage facilities prior to award of a Contract. At its option, the State or qualified agents may perform periodic, short-notice inspections throughout the term of the Contract. Short notice is considered to be within fifteen minutes of arrival.

a. The results of such inspections shall be documented on an Evaluation Report. The contractor shall have five (5) business days to respond to an unfavorable report with a written plan for corrective action. Failure to do so may result in termination of the Contract. The cumulative results of the Facility Evaluation Reports shall be included in the annual Contractor Performance Evaluation report.
b. For all classes of service specified in this RFP, the contractor shall handle State records with the care necessary to preserve and avoid damage to them. This requirement encompasses the preservation of physical record objects and the information contained therein.
c. Handling includes any activity that puts the contractor's staff in physical contact with the records. Examples include, but are not limited to, the examination of records to collect inventory data, the transfer of records to new storage containers, the transportation of records to and from storage facilities, and the movement and storage of records and records containers while in storage.
d. The storage contractor and, where applicable, its sub-contractors are prohibited from opening any box or container of records without permission in writing from the agency to which the records belong. An agency's request for item-level retrieval of records (e.g., folders, or by faxing or by scanning and indexing), shall constitute permission to open the box or container in which those records are located.
e. While it is understood that proper storage of records in boxes or other containers requires the box or container be in good condition, no records shall be re-boxed or moved to another container without the permission, in writing, of the agency. Under no conditions will a State pay for moving records from one box or container to another without its written permission.
f. The contractor's request for authorization to re-box records shall be accompanied by a list of the boxes or containers, an explanation of the need to move the records and, upon request by the agency, photographs illustrating any damage to the box or container.
g. Should the damage to a box or container result from handling by the storage contractor or its sub-contractors, the costs of moving the records to a new box or container shall be assumed by the contractor.
h. It shall be the responsibility of the State to ensure records are properly boxed (or placed in other appropriate containers), and that these boxes or containers are in good physical condition when they are transferred to the storage facility.

xi. **Contaminated Records.** Whenever the storage contractor discovers records that are wet, mold-infested, contaminated with toxic materials, or otherwise damaged, the contractor shall notify the State and the Division of Records Management immediately.
    a. If in storage, the contaminated records shall be moved to another area within the same space or another space within the same building. The State shall be notified within one (1) business day, in writing, of the move.
    b. Decontamination of contaminated records shall be the responsibility, and at the cost, of the custodial party at the time contamination occurs.
    c. If records are rejected for storage by the contractor, the contractor shall notify the transmitting State, stating the reason and listing the rejected records. If records are

rejected upon arrival at the contractor's storage facility, they shall be returned to the State promptly. The contractor may charge for pickup and delivery of such contaminated records.

d. The Contractor shall pick up records from, and deliver records to, any location designated by a State. All Classes shall offer Economy and Standard retrieval.
e. The State will not send records be transferred to a storage contractor without being inventoried to the extent necessary to ensure the State is able to retrieve a particular set of records at will. Each record container shall be linked to the inventory by a unique identification number, which number shall be reproduced on a label affixed to the container in both eye-legible and machine-readable formats (the machine- readable format is typically a bar code).
f. Transport of records may be performed by: the contractor's own vehicles and insured staff, or a commercial bonded-courier service, or a bonded freight forwarder.
g. All vehicles used for transport of records shall comply with the Federal Motor Carrier Safety Regulations for Inspection, Repair, and Maintenance and Driving of Commercial Motor Vehicles found in 49 CFR, Part 392 and Part 392 as required by the United States Department of Transportation (US DOT) where applicable. The validity of such certificates and compliance shall be maintained and made available to the State throughout the life of these contracts.
h. Where required by the United States Department of Transportation (US DOT) and the Federal Motor Carrier Safety Regulations, all drivers employed for transport of records shall have a currently-valid Commercial Driver's License (CDL) and retain a current medical examiners certificate (Medical Card). All other drivers operating a class of vehicle not requiring a Commercial Driver License shall hold a currently-valid Class C Driver license. The validity of the license(s) shall be maintained and made available to the State throughout the life of these contracts.
i. The State reserves the right to make separate transport arrangements for all haulage of records, including performing pickups and retrievals of records using State or other resources.

xii. **Initial Move of Records.** The new storage Contractor shall submit to the State for review and approval a project plan describing how the project will be carried out, transfer volumes, significant milestones, and the respective responsibilities of the existing storage facility, the State, and the new storage Contractor. The State is responsible for ensuring this project plan is realistic and that the existing storage facility is prepared to work within its confines. The review and approval process for this project plan shall be completed prior to the beginning of the initial move. In addition, the new storage contractor shall assign a dedicated Project Manager or Coordinator to the moving project. The Project Manager shall be responsible for communicating all relevant information regarding the moving project to the State and the outgoing storage facility management, and will also be responsible for providing training, service support during the move, and documentation to the State. The cost of the initial bulk move of records to the Contractor's storage facility from an existing location shall be priced separately from the cost of routine, smaller-scale, pickups and deliveries. This is due to the large volume of records involved in such initial moves (thousands of boxes to hundreds of thousands of boxes).

a. As part of the initial move of records in bulk, the State or its existing storage facility shall provide a data set containing the inventory of records to be transferred to the new storage Contractor's facility.
b. The storage Contractor shall not accept records for which no inventory exists. Where an inventory exists, but the storage containers have no machine-readable identification (typically, bar-coded labels), it shall be the responsibility of the State to arrange and pay for labeling the containers.
c. The inventory shall include all of the information in the outgoing existing storage facility's tracking system on the State's records. For example, records in the storage facility or in transit, records temporarily out of storage (i.e., retrieved by the State but destined to be returned to storage), retention schedules (if any), and records permanently-removed from the existing storage facility, including those records destroyed by the existing storage facility. This data set shall be in a non-proprietary file format, such as comma-separated- value (*.csv) or XML.
d. The entire data set, containing all of the data for that particular State, shall be delivered to the new storage Contractor at the beginning of the transfer process.
e. Unless otherwise agreed by the State, the initial move of records in bulk shall begin not less than ten (10) business days after the State has (a) approved the project plan described above, (b) provided the contractor with the information required under section 8.6.3 above, and (c) has formally requested the pickup.
f. The new storage contractor is responsible for providing the outgoing storage facility empty pallets for the move, in sufficient time to enable the outgoing storage facility to load them with storage containers for pickup.
g. It is understood that this initial transfer of records will, in most cases, involve multiple trips, with multiple trucks. It is further understood this initial transfer of records will be spread over a period of time corresponding to the volume of records, the way they are packed, the condition of the loading docks at each end, the number of trucks that can load and unload at any given time, and other factors. Before the first pickup, the contractor shall provide the State with an estimate of the time and the resources required. The contractor shall be responsible for updating the estimate if required, and promptly communicating the revised estimate to the State.
h. As part of the initial transfer of records, the storage contractor acquiring the records shall conduct a container-level inventory comparing the inventory data set produced by the outgoing storage facility (and/or the State) to the records actually received by the new storage facility (see section 8.6.3 above). Any discrepancies between the two inventories shall be immediately reported to the State, in the form of an Exceptions List. The cost of this service shall be included in the cost of Accession.
i. Custody: The Contractor assumes custody of the records upon arrival at Contractor's facility if delivered by State personnel or upon receipt by Contractor's personnel if they are performing pickup.
j. Completeness of delivery shall be positively verified at both ends of the transaction by comparing the original request list, the pickup receipt delivered by the contractor's transporter, and the contractor's check-in list at both the contractor's loading dock and

during the shelving of the records. The contractor and the State shall both acknowledge completeness of delivery.

k. At the time of pickup of records from a State and at the time of delivery of retrieved records to a State, the contractor's transporter shall provide the State with a list of all items picked up or delivered.

l. The list of records picked up shall be based upon the actual inventory of items picked up. This requirement is intended to ensure the original pickup list matches the records actually picked up or, if does not match the list of records actually picked up, to determine what the discrepancy may be.

m. When requesting routine pickup, retrieval, or delivery services, a State shall provide the contractor with a description of the type and volume of the records (and, in the case of a retrieval, identifying information), the full and correct address of the pickup or delivery location (including, where necessary, driving directions), as well as contact information (name and phone number) for at least one (1) person at the pickup or delivery location.

n. The State reserves the right to make separate transport arrangements for all haulage of records, including performing pickups and retrievals of records using State or other resources.

o. State interaction with the contractor's tracking system may include data entry of the record inventory information by agency staff through the contractor-operated web site.

p. When picking up or delivering records, regardless of volume, the contractor shall supply all required personnel, equipment, and means of transport. All pickups shall be from an inside building location to be specified by the requesting State. Curbside pickups are not acceptable, unless specifically agreed-to by the State.

q. All deliveries shall be to an inside building location to be specified by the requesting State. Curbside deliveries are not acceptable.

r. Authorized State employees shall identify the records to be picked up at their locations and assure appropriate access by the contractor's staff, equipment and vehicles.

xiii. **Normal Business Hours.** Normal business hours for most agencies of the State of Tennessee are Monday through Friday, from 8:00 am through 5:00 p.m. (Central Time zone), excluding municipal holidays.

a. Most requests for information or for retrievals will be performed within normal business hours. However, the State reserves the right to request records on an Emergency basis, as defined below, at any time, 24 hours a day, 7 days a week, 365 days per year.

b. The Contractor will maintain staffing to handle deliveries and requests from the state at its locations to meet service requests covered in this contract.

xiv. **Permanent Withdrawal of Records.** Contractor agrees that at the termination or expiration of the contract, it will allow pick up of all records by the subsequent vendor at a mutually agreed upon date and time. Liquidated damages may be assessed if Contractor fails to provide such identified vendor access to the facility for pick up at the mutually agreed date and time. The State of Tennessee will, in its sole discretion, determine the reasonableness of any delay in the transfer of records between contractors.

a. If a State requests the permanent withdrawal of specific records from storage, storage charges shall cease no later than ten (10) business days after the records are withdrawn.

b. The State shall provide contractor with 30 calendar days' notice of the agency's intent to terminate a Task/Purchase Order. Likewise, the State shall provide contractor with 30 calendar days' notice of the State's intent to terminate the Contract as a whole. Following receipt of the notice of intent to terminate, contractor shall not accept any new storage orders from the agency, in the case of a Task/Purchase Order, or from the State, in the case of the Contract as a whole. Contractor shall cooperate in returning the records at a rate of no less than 3,200 standard-size (1.2 cubic foot) boxes per business day, beginning no later than five business days after the State requests the contractor to begin transferring the records, and shall continue to comply with the governing provisions of this Contract. The State shall pay contractor the rates, based on the prices bid, until all applicable records are returned to the State or State, or are transferred to the subsequent vendor.

c. Access to the contractor's records storage facilities shall be controlled at all times. All access points shall be secured and monitored.

d. Contract administration shall be managed by the assigned Division of Records Management procurement analyst. The Department of Records and Information Services shall manage contract compliance. Daily contract management shall be the responsibility of the User Agency records management officer.

xv. **Problem Identification, Tracking, and Resolution.** The contractor shall be obligated to identify and correct such problems as security breaches, service complaints, and computer software bugs affecting the security of the computer tracking system or the accuracy of the data.

a. The contractor shall have formal reporting and resolution procedures, including escalation procedures and clearly-defined periods of time for remediation.

A.3. Facility Requirements

i. Records storage

a. Record storage facility means one or more buildings, which include one or more records storage areas intended for long-term storage of records. The building or buildings may include areas not designated for records storage, that serve other business support functions, such as customer services (call center, dispatch, records viewing areas, etc.), technical support (information technology data centers, building or equipment maintenance, etc.), and management services (executive offices).

b. Records storage area means the area intended for long-term storage of records that is enclosed by fire barrier walls, the floor, and the ceiling.

c. The storage facility shall provide functional office space on-site where State employees or other authorized persons can review records.

d. Environmental Factors: Distance Requirements: The intent of this requirement is to minimize the risk that the State's records would become unusable or be destroyed by exposure to hazardous materials. For each item explain how the contractor facility meets the guidelines.

- Each storage facility that houses State records shall be at least 5 feet above, and 100 feet from, any 100-year flood plain areas or protected by an appropriate flood wall that conforms to local or regional building codes.

- Storage facilities that house State records shall not be located immediately next to a freight rail line or a road that is primarily used to transport hazardous materials.
- Storage facilities that house State records shall not be located immediately next to industrial, agricultural, or other facilities that emit harmful gases, smoke, dust, or other pollutants. The storage facilities shall not be located on contaminated land, such as a landfill site.

e. The storage facilities must be located within a short response time of emergency services. There is no straightforward way of defining "short response time"; the purpose of this requirement is to ensure the storage facility is able to call upon local emergency services in sufficient time to, for example, put out a fire in the storage area before all of the records are damaged or destroyed. If local emergency services are not available, or are unable to provide emergency services for the facility, such emergency services may be provided by specially-trained contractor staff, with prior written approval by the State. Roads, fire lanes and parking areas shall permit unrestricted access for emergency vehicles.

f. The records storage facility shall be designed and constructed to resist damage from natural disasters, such as earthquakes and destructive weather. The vault section of the facility shall be able to withstand: Up to 4 on the Richter local magnitude M L scale for earthquakes; a category EF2 tornado on the Enhanced Fujita Scale.

g. The storage facility shall be a standalone structure specifically designed for storing records. The records storage areas within the facility shall not be used for any purpose unrelated to records management functions, such as storage of equipment and supplies. If the record storage facility is shared with other functions (such as warehousing parts or food), 2-hour firewalls shall separate the record storage facility from other areas of the building. Activities conducted in other parts of the building shall not pose hazards for stored records. Under no conditions shall any part of the shared facility be used to store large quantities of highly-flammable, explosive, or corrosive materials.

i. If a facility is shared with other functions and/or another vendor, the bid package shall include a description of the other functions and/or of the other vendor.

j. The storage facility shall have separate staging areas for record accessioning, record retrieval, and record disposal to ensure that records being accessioned or retrieved are not intermingled with records to be disposed and accidentally destroyed. Smoking, eating, and drinking anything but water shall be prohibited in areas where records are handled or stored. Drinking may be allowed if in closeable containers.

k. The storage facility shall be equipped with loading bays and docks, pallet-handling and box-handling equipment, and automated records tracking systems for the traffic of records coming into the facility and going out of it.

l. A multi-story storage facility shall be designed or certified by a licensed fire protection engineer and civil/structural engineer to avoid catastrophic failure of the structure due to an uncontrolled fire on one of the intermediate floor levels.

m. The record storage facility shall be structurally sound. It shall also be fire-resistant– i.e., constructed of concrete or steel with structural members composed of non-combustible materials. Non-combustible means that no part of the material shall ignite or burn when exposed to fire.
n. The storage facility shall be in compliance with the International Building Code (formerly known as the Uniform Building Code) or with applicable local building codes, whichever is more restrictive. The building columns shall be at least 1-hour fire resistant. Unrated columns shall comply with applicable fire codes.
o. Boiler rooms or rooms containing equipment operating with a fuel supply (such as generator rooms) shall be separated from records storage areas by 3-hour-rated fire barrier walls with no openings directly from these rooms to the records storage areas. Such areas shall be vented directly to the outside to a location where fumes shall not be drawn back into the facility.
p. A floor load limit shall be established for the records storage area by a licensed structural engineer. The limit shall take into consideration the height and type of the shelving or storage equipment, the width of the aisles, the configuration of the space, etc.
q. Piping (with the exception of fire protection sprinkler piping and storm water roof drainage piping) shall not be run through records storage areas unless supplemental measures such as gutters or shields are used to prevent water leaks and the piping assembly is inspected for potential leaks regularly.
r. The storage facility's power supply shall be sufficient to maintain, at all times (including during power outages), limited emergency equipment.
s. Records storage areas shall not be continually-exposed to artificial or natural light.

ii. **Fire Protection Requirements.** For all Classes of storage service specified in this RFP, the bidder's storage facility shall comply with the following fire protection requirements: The fire resistive rating of the roof shall be a minimum of 1/2 hour.

iii. **Environmental Control Requirements.** For all Classes of storage service specified in this RFP, the bidder's storage facility shall comply with the environmental control requirements listed below.

a. Records stored at the facility shall be protected from pollutants, fungal growth, infestation of insects or vermin, microbiological attack, and chemical or physical damage.

b. Hazardous materials, including records on cellulose nitrate film, shall not be stored in areas that house State records. Nitrate motion picture film and nitrate sheet film may be stored in separate areas that meet the requirements of NFPA 40 or NFPA 42.

c. Records contaminated by hazardous materials, such as radioactive isotopes or toxins, infiltrated by insects, or exhibiting active mold growth shall be stored in separate areas having separate air handling systems from other records. Decontamination of such records shall be the responsibility of the custodial party at the time contamination occurs.

iv. **Integrated Pest Management Program.** To eliminate damage to records and/or loss of information due to insects, rodents, mold and other pests that are attracted to organic materials under specific environmental conditions, the facility shall have an Integrated Pest Management (IPM) program as defined in the United States Food Protection Act of 1996. **Prevention.** IPM is a preventive maintenance process that seeks to identify and eliminate potential pest access, shelter, and nourishment. It also continually monitors for pests themselves, so that small infestations do not become large ones. **Least-toxic methods**. IPM aims to minimize both pesticide use and risk through alternate control techniques and by favoring compounds, formulations, and application methods that present the lowest potential hazard to humans and the environment. **Systems approach.** The IPM pest control contract shall be effectively coordinated with all other relevant programs that operate in and around a building, including plans and procedures involving design and construction, repairs and alterations, cleaning, waste management, food service, and other activities.

v. **Storage Environment 2 (Vault):** The storage vault shall have a Class 125 four-hour rating based on actual testing by an independent testing laboratory using UL-72 "Tests for Fire Resistance of Record Protection Equipment" and ASTM E119 "Standard Test Methods for Fire Tests of Building Construction and Materials".

a. The storage vault shall be equipped with automatic fire detection and suppression systems that operate 24 hours per day, 365 days per year. Fire detection and suppression systems shall comply with NFPA (Fire) 72.
b. For Storage Environment 2 services, temperature and humidity conditions in the storage vault shall comply with ISO 11179 (cited in Exhibit C), as follows. Temperature shall be maintained at 68 degrees Fahrenheit, with a 24-hour variation not to exceed 2 degrees Fahrenheit. Humidity shall be maintained at 40% relative humidity, with a 24-hour variation not to exceed 3% RH. The storage vault shall be insulated to prevent interior condensation.
c. Temperature and humidity conditions shall be monitored using appropriate devices that are fully tested and verified weekly using a separate device. Temperature and humidity monitoring devices shall include an alarm system to notify the contractor if the storage conditions deviate from normal by more than 10%. When requested by the State, the contractor shall provide records that verify maintenance and necessary recalibration of monitoring devices. The storage vault environmental control system shall have 100% redundancy.

A.4 Records Management Services

i. **Access and Return Service:** The State will have personnel pickup and return boxes to the facility in State vehicles as the standard operating procedure. The Contractor fees will reflect box access and returns based on this practice. The Contractor shall also provide pricing for providing pickup and delivery service for cases when the State requires these services.

ii. **Standard pickup and delivery service** means that a pickup or delivery request for records stored in facilities submitted to the contractor by 11:00 a.m. shall be fulfilled no later than 5:00 p.m. on the next business day. Standard pickup and delivery service shall be scheduled during normal business hours as defined above. Both classes of storage shall offer Standard

retrieval. Standard pickup and delivery service applies to shipments of fewer than 100 boxes of any size. Pickup, delivery instructions and time spans for larger shipments shall be set between the contractor and the State.

a. Where standard retrieval and delivery service is to be performed by faxing or scanning, the number of images included in any one retrieval request shall be limited to five thousand (5,000) images from a maximum of 10 folders and the corresponding index data. The definition of an image is one (1) side of a sheet of paper. A sheet of paper with information on both sides shall be considered two (2) images. It is assumed that most requests will be for scanning rather than faxing.

b. Payment for faxing or scanning includes all costs associated with faxing or scanning the records. Specific services covered by this payment item include: retrieving the specified records from storage at the contractor's facility, preparing them for scanning or faxing (document preparation-"doc prep"), scanning and saving the resulting images in an image file comprised of one or more multi-page documents to be labeled as designated by the State, indexing, quality control of both images and index, transmission by electronic means, and re-filing the records.

iii. **Rush retrieval and delivery service** means that a request for records stored at contractor's facilities submitted by a State in the State of Tennessee before 1:00 p.m. on a given business day shall be fulfilled no later than 4:00 p.m. on the same business day. A rush request submitted by a State in the State of Tennessee between 1:00 p.m. and 5:00 p.m. on a given business day shall be fulfilled no later than 11:00 a.m. on the next business day.

a. Rush retrieval and delivery service shall be scheduled during normal business hours as defined above. Rush service shall be limited to delivery of records. All pickup of records shall be scheduled for economy or standard service. Rush retrieval and delivery service applies to shipments of fewer than 10 boxes of any size. Retrieval and delivery instructions for larger shipments shall be set between the contractor and the State.

iv. **Emergency retrieval and delivery of records** may be requested at any time, 24 hours a day, 7 days a week, 365 days per year. The Contractor and State will create the specific process for generating an emergency retrieval order.

a. Emergency retrieval and delivery service means that a request for records stored at contractor's facilities shall be fulfilled no later than four (4) clock hours after a request submitted by a State in the State of Tennessee is received by the contractor.

b. Emergency service shall be limited to delivery of records. All pickup of records shall be scheduled for economy or standard service. Emergency retrieval and delivery service applies to shipments of fewer than 10 boxes of any size.

v. **Document Destruction:** Destruction is the action taken to permanently remove records from the contractor's storage facility and provide for their destruction. The term "records" may refer to materials other than paper, such magnetic tape cartridges or cassettes. The contractor shall provide certified secure destruction of all records. The Certificate of Final Destruction shall be provided to the State within 30 business days of the actual destruction date.

a. Under no circumstances shall the contractor destroy any State records without a written instruction from an authorized official in the transmitting agency or, in the case of a

defunct agency, an authorized State official in the successor agency. As used in this context, "written instruction" means an original letter on agency letterhead signed by an authorized agency official. The State may arrange a work order system to upload destruction requests as well. The contractor will provide a work order for signature.

b. The contractor shall provide a Certificate of Final Destruction that conclusively identifies the records that were destroyed. The contractor shall submit a draft of the Certificate of Destruction to the State for review and approval prior to the first destruction and prior to making any changes in the approved version.

c. The Certificate of Destruction shall itemize the records destroyed, and indicate the method, date, and time of destruction, and shall include a "scan report" of all boxes destroyed. It shall include the printed name, title and signature of an authorized representative of the contractor who personally witnessed the destruction and formally attests to its completion and to the chain of custody having been maintained throughout the process.

d. State officials or their authorized representatives shall be allowed to witness the destruction process if they so choose. State is required to notify vendor in writing at the time of the request for destruction if there are to be witnesses.

e. Destruction of confidential records shall be accomplished by any method guaranteed to render the materials unreadable, such as cross-cut shredding (not to exceed 5/8 inch), pulverizing, or disintegration. Contractor staff shall monitor the entire destruction process to ensure that the records are rendered unreadable. Destruction methods are to meet or exceed NAID (National Association for Information destruction) AAA certification.

f. Destruction of computer backup data tapes and other electronic storage media shall comply with the requirements of National Institute of Standards and Technology (NIST) Special Publication SP 800-88 "Guidelines for Media Sanitization".

g. Cost of Destruction. The cost of destruction shall include the cost of pulling the records from storage, destroying the records, closing out the tracking record, etc.

vi. **Business Continuity:** The contractor shall have a disaster recovery plan that provides for restoration of business operations. The plan shall include backup and recovery procedures for inventory data related to State records.

a. In the event the Contractor is unable to continue business operations, for example as a result of insolvency, foreclosure, or bankruptcy, the Contractor shall, within one (1) business day, so notify the State and the State or Agencies.

b. The parties shall then develop a plan to: Ensure the on-going security and safety of the Client Agencies' records in storage, provide on-going access to the Client Agencies' records in storage, facilitate, if necessary, the eventual removal of the Client Agencies' records to another storage facility.

vii. **Inventory Database:** The contractor shall maintain a database of inventory information for all State records in storage. Each item in storage shall be individually-identified by a number which shall be unique to the storage contractor's facility or facilities. Typically, this is accomplished by bar-coded labels affixed to the items.

a. The inventory database shall be used to identify State records in the contractor's custody; to track their locations in storage, in transit, or while checked out to Client

Agencies; to track requests for State records; and to indicate which records have been destroyed or otherwise permanently removed from storage as directed by the State.

b. The contractor shall be able to conclusively determine the current location (in storage, returned to agency, in transit, destroyed, permanently removed, etc.) of a given State record. The inventory database shall be updated at least once-daily.
c. At a minimum, the inventory database shall include the following information for each container or other item: the name of the transmitting State, the name of the division, bureau, or other agency unit (where indicated), the container or item number (or other unique identifier),a description of the records (if provided by the State), the date the records were sent to storage, the date when the records were retrieved, if applicable, the date when retrieved records were returned to storage, if applicable, each stage of handling of an item (whether box of paper records, tape cartridge, artifacts, etc.), with, for each stage, date and time, location, and identity of person or persons handling, the disposition date and instructions (if specified by the transmitting State), The container or medium type, and the current location and status of the container or other item, Special security requirements or access restrictions (if specified by the transmitting State).
d. Inventory and retention information for specific containers or other items shall be provided by Client Agencies, or their authorized designees, at the time the records are transferred to storage.
e. In the case of an initial transfer of a large volume of records currently stored elsewhere and tracked under a system operated either by a State or another commercial records center, the cost, if any, of transferring this data will be covered by “Accession”.
f. For smaller volumes of records sent to storage in subsequent transfers, in most cases the State (or its contractor) shall perform this work. Should the State be unable to perform this task, the cost of this data entry shall be included under “Accession” as described above.
g. With respect to day-to-day accessioning of new records, the contractor shall enter inventory information into the database at the earliest opportunity but not later than 4:00 p.m. on the next business day after receipt of the records. For the initial bulk move, this requirement shall apply to each truckload received.
h. The contractor shall have the ability to read bar code symbolizes other than its own. This requirement is to correlate accession data from boxes stored elsewhere, where those boxes have been inventoried and have been given a unique box ID number.
i. The contractor shall retain the inventory database in an accessible electronic format for a minimum of 6 years following termination of the Contract. The contractor may discard the inventory data after 6 years. Whenever inventory data are discarded, it shall be in such a manner as to ensure the confidentiality of the data is preserved and that the data are irrecoverable (this requirement includes all backups).
j. Following termination of the Contract, the contractor shall transfer the inventory data to the State in a machine-readable format approved by the State (typically, a comma-delimited file--*.csv or XML file). This inventory data shall include all activity data associated with the records in storage (such as retrievals, disposals, etc.).

viii. State Access to System: The contractor shall provide, operate and host a secure web site connected to its tracking system to track State records in storage as well as records that have been delivered to Client Agencies in response to retrieval requests. The contractor shall assume all costs for the development and maintenance of its web site. As part of the fee for record storage, the contractor shall provide access to the secure web site at no additional charge to the State.

a. The web site shall use secure protocols for all data communication between Client Agencies and the inventory database, provide for strong access control (multiple users within an agency having different degrees of access) and include robust identity management. Robust identity management includes authorization, provisioning/de-provisioning and management of identities.
b. Authorized State employees shall have access to the secure web site for purposes of data entry (inputting index data for new records going to off-site storage and using the resulting data to print bar code labels that shall identify the records in the shipment), searching for information about State records in storage, for placing retrieval requests for such records, and for viewing, downloading, and/or printing reports, in accordance with the access permissions defined by the State.
c. Client Agencies shall be able to designate authorized users of the secure web site and to assign specific permissions to such users. The permissions shall determine which users are authorized to enter or edit inventory information about agency records, to request pickup or retrieval of agency records, review work orders and invoices, and otherwise access information about agency records in storage. There shall be no limit to the maximum number of authorized users (Note: Some large Client Agencies may have several dozen authorized users).
d. Tracking fields, such as those used by the storage facility to establish the location of records in storage may be viewable by a State, but shall not be editable by a State.
e. Client Agencies shall be responsible for providing the contractor with an accurate, up-to-date list of authorized agency users. At a minimum, this list shall be verified in writing by the agency once a year.
f. The contractor shall have the capability to fully-document its handling of all problems. The documentation shall include metrics for resolution time and customer satisfaction.
g. The contractor shall provide each State with periodic management reports for record storage and related services and for billing of services rendered. Standard reports shall be directly available to authorized agency users from the contractor's web site. These reports shall be available at no cost to the State.
h. The Contractor may charge a State a fee for the creation (but not for the production) of an Ad Hoc management report, which is specially produced to meet an unforeseen need. The cost of Ad Hoc management reports is listed in the bid schedule. Prior to creating this report, the contractor will submit a time estimate to the State for review and approval. All management reports shall be submitted in an electronic format that can be searched and sorted electronically (typically, a comma-delimited file--*.csv). The contractor shall send to the Division of Records Management a copy of all reports generated for each agency, at the same time the reports are sent to the agency (this requirement does not cover those reports generated directly by the users of the State).

ix. **Storage Management Reports**. The contractor shall be able to generate management reports relating to records in storage and services rendered. Such reports shall include, but are not necessarily limited to: Lists of records in storage by State or by all Client Agencies, Lists of records sent to storage during a specified span of dates by State or by all Client Agencies, Lists of containers or folders not found, or not in account, Lists of records checked out to specific Client Agencies during a specified span of dates, Lists of records checked out to specific Client Agencies during a specified span of dates and not returned, Lists of records returned to storage from specific Client Agencies for re-filing during a specified span of dates, Lists of records from specific Client Agencies that are eligible for destruction based on State-specified retention information, Lists of records from specific Client Agencies destroyed during a specified span of dates, Lists of unsuccessful searches and/or retrieval requests, Lists of records from specific Client Agencies permanently withdrawn from storage during a specified span of dates.

x. **Billing Reports.** Billing for all goods and services shall be in arrears. The contractor shall be able to generate billing reports relating to records in storage and services rendered.

xi. **Electronic Retrieval.** In addition to physical delivery, the contractor shall provide electronic systems to satisfy retrieval requests submitted by the State. Such systems include: fax, scanning (which includes scanning, indexing, and electronic transmittal), and data upload.

a. At the time a request is made, the State shall provide the contractor with the information required to conclusively identify the records to be retrieved. Retrieval of records by electronic means generally requires greater specificity in identifying records than does retrieval of the physical records. Failure by a State to provide the required information may result in the contractor being unable to retrieve the records. In such case, no penalty shall attach to the contractor's failure to perform the retrieval.
b. Following transmission of faxed or scanned images, or of uploaded data, the contractor shall obtain from the State confirmation the records have been completely, accurately, and legibly copied and transmitted. The State shall send the contractor the confirmation by email or by fax.
c. Indexing data ("metadata") for scanned images shall be incorporated in the file header.
d. The cost of indexing scanned images shall be included in the "per image" cost of this service.
e. The number of characters required to index a scanned record is not knowable at this time, as this service has not been used by the State, and also because of the wide variety of record types. The level of indexing detail shall be the minimum necessary for the State to uniquely identify the records and associate them with its retrieval request; it is not intended to serve as a substitute for full- scale indexing into a Content Management System.

xii. **Electronic Transmission**. Scanned images and the associated index data shall be delivered electronically by email, by Secure File Transfer Protocol (SFTP), or through a Virtual Private Network (VPN) connection, or recorded on some form of removable storage device for physical delivery. Backup data sets shall be uploaded by Secure File Transfer Protocol (SFTP).

xiii. **Scanning parameters.** Typical parameters for most records are 300 pixels per inch (PPI) x 300 PPI. Client Agencies requiring scanning parameters other than these are responsible for providing them to the contractor.

xiv. **Quality control of scanned images.** The contractor shall quality control all scanned images in accordance with the requirements of ANSI/AIIM MS44 "Recommended Practice for Quality Control of Image Scanners".

xv. The sampling rates shall be developed in agreement with the State, based on ANSI/AIIM TR34 "Sampling Procedures for Inspection by Attributes of Images in Electronic Image Management (EIM) & Micrographics Systems".

xvi. **File format.** The file format of scanned images shall be determined by the State prior to start of scanning services. Common file formats used by Client Agencies include Tagged Image File Format (*.TIF 6.0), and some version of the Portable Document Format (*.PDF), such as PDF/A (ISO 19005-1), PDF (ISO 32000- 1), or PDF/E (ISO 24517-1).

xvii. The contractor shall ensure the original records to be scanned are properly inventoried, and create a system of audit trails covering the entire scanning and indexing project. All persons performing any part of the electronic retrieval operation shall be closely supervised to ensure handling of the records is limited to that absolutely required for the operation.

A.5 Security

i. Following any incident involving loss of, or damage to the records, or of release of records or information to unauthorized parties, the contractor shall take all reasonable steps required by the State to determine the cause of the incident, and, within three (3) business days, communicate its determination to the State.

ii. The bidder shall have internal control procedures used to prevent and detect human errors resulting in records being delivered to the wrong place, incorrectly shelved, or destroyed by mistake.

iii. Contractor shall meet PRISM Privacy Plus SSAE16 or equivalent standards.

iv. Employees involved in record pickup and delivery service shall have company photo identification. Records shall be attended and kept in secure conditions throughout the transport process. Completeness of delivery shall be positively verified at both ends of the transaction by comparing the original request list and the contractor's check-in list at the storage facility.

v. Vehicles transporting State records shall be enclosed and locked down. The records contained in the vehicle shall not be visible from outside of the vehicle. Containers shall not be left unattended at any time. Records shall not be left in vehicles outside of business hours. Containers shall be secured to preclude damage as a result of shifting during transport. Records shall be safeguarded in the event of a motor vehicle accident.

vi. Vehicles used to transport computer backup data tape cartridges and audio or video recordings under Class 2 shall be equipped with the following: air conditioning capacity sufficient to maintain the temperature within the range of -23° C to 35° C and the relative humidity within the range of 20% to 50%, with a maximum wet bulb temperature of 26° C; an automated vehicle tracking system; an intruder alarm system.

vii. The contractor shall prevent the unauthorized removal or disclosure of records and/or copies of records, or the information contained therein, by staff under their supervision. The contractor shall ensure that its installed systems are secure to prevent the unauthorized access to, creation, addition, alteration, deletion, or deterioration of any record or original document, except for computer-enhancement routines used to

improve the legibility of scanned documents. The computer-enhancement routines shall be reviewed and approved by the State prior to use.

viii. All copies of the digital images and index data residing on any contractor equipment shall be completely and irreversibly destroyed upon notification by the State that it has received and verified the digital images and index data. This requirement includes all system backups.

ix. The Contractor shall establish strict control procedures to safeguard confidential State records throughout the destruction process. Such records shall be maintained in a secure area until the destruction process is completed and transported to the destruction site in a secure vehicle, so as to ensure a certified beginning-to-end chain of custody.

x. The Contractor shall establish a "records destruction hold" system to ensure that specified records are not destroyed until written authorization is received from an authorized State official.

xi. Each records storage facility shall be equipped with an intrusion detection and notification system that meets the requirements of UL 1076 to protect against unlawful entry and to monitor designated interior storage spaces.

xii. The facility intrusion detection and notification system shall have a central station service or other automatic means of notifying the law enforcement agency or private security firm that serves the location of the storage facility.

xiii. The facility intrusion detection and notification system shall be operated and monitored 24 hours per day, 365 days per year, and it shall be fully tested at least 4 times per year.

xiv. A security check of the storage facility shall be conducted daily. A daily security check consists of a complete walkthrough by the Facility Manager or his/her immediate Deputy, using a checklist of security items, the proper functioning of which is to be verified. The results of this daily security check shall be maintained in a log to be inspected by the State of Tennessee and, upon request, by the State.

xv. The contractor shall report to the Division of Records Management the time, location, and cause of any alarm conditions in storage facilities that house State records.

xvi. Closed-circuit cameras shall monitor all access points to the facility (including, but not limited to, docks, main doors, reception, man-trap, parking lot and interior vault spaces).

xvii. For access to the Class 2 vault a log shall be kept identifying which persons have had access to this area when highly-confidential records are present. The log shall indicate who has had access, when they entered the area, the anticipated duration of the visit, and when they left it.

xviii. The log shall be retained for the life of the contract plus one (1) year. Upon request, an electronic copy of the log file, in a format that can be searched and sorted electronically, shall be provided to the State.

xix. **Scanning and indexing of records**. With respect to the requirement in scanning and indexing of records the entire scanning and indexing operation shall be subject to the special security controls described below. These are intended to ensure that no unauthorized person gains access to the records or to the information contained in these records.

a. The security requirements in this section may be superseded over the life span of this Contract. In such case, the security requirements listed herein shall be superseded by those in force at the time. Supersession shall be invoked in either or both of the following methods.
b. In the first method, the contractor shall contact the State annually, in July, and obtain a confirmation in writing that the current security requirements remain in effect, or that new security requirements have taken effect and, if the latter, what these new security requirements consist of.
c. In the second method, the State will notify the contractor that new security requirements have taken effect and what these new security requirements consist of. If new security requirements are in effect, the contractor shall have ninety (90) days to upgrade its operation accordingly. Failure to upgrade may result in cancellation of the Contract.

xx. Any costs incurred by upgrading the security requirements shall be borne by the contractor.

xxi. The scanning and indexing of records shall be conducted within the storage facility where the records are stored. The intent of this requirement is to reduce the security risks entailed by transporting the records to another location for scanning and indexing.

xxii. All activities associated with this scanning and indexing operation shall be performed in a dedicated and secured area, to which only the persons screened as described above shall have access.

xxiii. When records belonging to this particular program and State are located in the dedicated and secured scanning and indexing area, the contractor shall conduct no scanning and indexing operations in this area for non- highly-confidential records, nor shall the contractor locate any non-highly-confidential records in this area.

xxiv. At the end of the daily scanning and indexing operation, all of the records shall be re-boxed ("clean desk" procedure: physical records and computer systems are secured when not in use for an extended period of time, including lunch) and secured in a storage area to which only the persons screened shall have access.

xxv. The digital images and index data of the records shall be encrypted by the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key and such confidential process or key that might enable decryption has not been breached. To avoid a breach of the confidential process or key, these decryption tools shall be stored on a device or at a location separate from the data they are used to encrypt or decrypt. The digital images and index data of the records shall be encrypted in motion and at rest, using a process which complies with industry standards as specified by the Office of Information Resources.

xxvi. The contractor shall implement security subsystems and procedures for system administration and file access that cannot be disabled or circumvented, except for the properly authorized functions of a systems manager. The systems manager or manager having authority to perform these functions shall be subject to the same screening requirements as the staff performing the scanning and indexing of highly-confidential records.

xxvii. The digital images and index data of the highly-confidential records shall be stored on a computer system that is highly-secure, is not directly-connected to the Internet, and which is logically-separated, with access control, to ensure no commingling of the State's digital images and index data with digital images and index data from other clients of the contractor.

xxviii. The contractor shall ensure that data transfer of the scanned images from a secure server can take place only with the involvement of approved staff. No digital images and index data of records shall be transmitted to the State by unsecured means. At the option of the State, the contractor may set up a secure dedicated connection to the agency's document management system (for example, site-to-site VPN), such that the digital images and index data are input directly into the agency's document management system.

xxix. All scanning and indexing operations involving records shall be recorded on a video surveillance system in high definition color format. The surveillance cameras shall be located so as to clearly identify each and every person present in the secure area, and further to reasonably identify the actions performed by those persons. The video recordings shall be provided to the State upon request.

A.6. Experience/Personnel

i. Within 3 business days of the State's request, a bidder shall submit proof that it meets the qualifications listed in this specification. Proof shall consist of corporate registration and/or annual reports. Failure to do so may result in a determination of non- responsiveness and rejection of the bid.

ii. Bidders shall maintain levels of staffing commensurate with the requirements of the services covered in this contract.

iii. All contractors shall maintain at each storage facility, up to date copies of the Standards, Guidelines, and Referenced Publications applicable to their Class or Classes of storage.

iv. Personnel Requirements.

a. Any manager in sole charge of the proposed facility or facilities shall have at least three (3) years of experience in records center operations, of which at least 2 years shall be in a management. The contractor shall notify the State of Tennessee Department of Records Management within ten (10) business days whenever a facility manager is replaced.

b. The storage facility shall provide insured personnel for pickup, delivery, or other record transport services, which shall be pre-approved by the State. No services are to be sub- contracted without prior State approval.

c. Bonded courier transport services and freight forwarder transport services are considered sub-contracting.

d. The bidder shall provide its personnel, including subcontractor personnel (if any), with on-going training and up-to-date written instructions for day-to-day operations, policies, and procedures. This training shall include the State's policies

regarding confidentiality and non-disclosure of records, including any amendments thereto that may be required by the provisions of these Contracts. Copies of the State policies shall be provided to contractors at start of contract. It shall be the responsibility of the State to provide the Contractor with updates of the said policies. Providing the actual training, instructions, and, where necessary, copies of the State's policies to Contractor staff is the responsibility of the Contractor.

v. Background Checks. The Contractor shall conduct background checks to determine to whether the employees the Contractor proposes to use to perform scanning and indexing work under the Contract are acceptable. The Contractor shall reasonably cooperate with the State in this regard.

A.7. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty general offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

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

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

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

A.8. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2016 ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Written Dollar Amount ($Number) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum

quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

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

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

Cost Item Description	**Cost**				
	07-01-2016 — 06-30-2017	**07-01-2017 — 06-30-2018**	**07-01-2018 — 06-30-2019**	**07-01-2019 — 06-30-2020**	**07-01-2020 — 06-30-2020**
File Tracking	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**
Check carton	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**
1.0 cubic foot carton	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**
2.0 cubic foot carton	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**
2.5 cubic foot carton	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**
3.0 cubic foot carton	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**
Bulk Items per cubic foot	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**
Accession (new boxes)	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**
Retrieval (access) – container	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**
Emergency Retrieval (access) – container	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**
Retrieval (access) - folder	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**
Emergency Retrieval (access) - folder	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**

Cost Item Description	Cost				
	07-01-2016 — 06-30-2017	07-01-2017 — 06-30-2018	07-01-2018 — 06-30-2019	07-01-2019 — 06-30-2020	07-01-2020 — 06-30-2020
Refiling (return) – container	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT
Refiling (return) – folder	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT
Permanent Removal	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT
Inter-filing (box, folder, etc)	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT
Destruction – Paper per box	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT
Destruction – microfilm/microfiche	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT
Destruction – computer media (drives, disks, etc)	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT
Digital Imaging – standard	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT
Digital Imaging – large format	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT
Digital Imaging – Document Preparation	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT
Digital Imaging – Indexing	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT
Container Purchase - Check carton	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT
Container Purchase - 1.0 cubic foot carton	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT
Container Purchase - 2.0 cubic foot carton	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT
Container Purchase - 2.5 cubic foot carton	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT
Container Purchase - 3.0 cubic foot carton	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT
Transportation (Delivery or pickup) Fee per location	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT
Up to ten items (boxes or folders)	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT
Over ten items (boxes or folders)	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT	$ / UNIT

Cost Item Description	Cost				
	07-01-2016 — 06-30-2017	07-01-2017 — 06-30-2018	07-01-2018 — 06-30-2019	07-01-2019 — 06-30-2020	07-01-2020 — 06-30-2020
Bulk Items	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**
Emergency Trip fee	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**
Class 2 Vault Storage	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**
Per cubic foot container	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**
Per container (data storage type)	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**
Per data backup tape	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**	**$ / UNIT**
Account Removal Fee					**$ / cubic ft**

a. The contractor will be paid monthly.
b. The contractor shall maintain all records related to Contract activity in an accessible electronic format for a minimum of 6 years following termination of the Contract.

c. In order to ensure uniformity in billing for storage, please follow the billing chart provided. The following formula of container or object sizing shall be used. No other method shall be used for billing of physical records storage.
d. For the most part, office records will be packed in Standard storage boxes. A standard one cubic foot storage box measures 10”x15”x12”. Drawings may be rolled and packed in “map tubes” or stored in flat files. Some office records may be packed in “Banker boxes” of varying types (with or without drawer) and sizes.

xvi. Any costs incurred by upgrading the security requirements shall be borne by the contractor.

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

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

State Agency Billing Address

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

(1) Invoice number (assigned by the Contractor);
(2) Invoice date;

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

b. Contractor's invoices shall:

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

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

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

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

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

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

a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the

Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

State Contact Name & Title
State 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 State officials.

D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all

conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"),the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

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

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

D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment Reference, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current,

written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.

D.16 Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position,

time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.

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

D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

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

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

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

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

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

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

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

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's

performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.

D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.

D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

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

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.

Add Appropriate and Contingently Required Special Terms & Conditions (refer to instructions for details)

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

STATE AGENCY NAME:

NAME & TITLE **DATE**

ATTACHMENT REFERENCE

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