



**STATE OF TENNESSEE
Central Procurement Office**

**REQUEST FOR QUALIFICATIONS
FOR
ALTERNATIVE WORKPLACE SOLUTIONS PROJECT**

RFQ # 32101-15110

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1. INTRODUCTION

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

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

1.1. Statement of Procurement Purpose

The State of Tennessee is looking to implement an Alternative Workplace Solutions within Tennessee State Government. This is to be a restricted statewide contract under the authority of the Customer Focused Government Office of the Department of Finance and Accounts. This statewide contract will primarily cover general government offices as well as Higher Education Institutions’ administrative departments. The State desires a consultative partner to assist with and educate about the development and implementation of an AWS solution.

The resulting contract of this RFQ process will have two Phases. Phase I includes the data gathering, analytics, business justification, review of policies and templates, and rollout strategy of the AWS project. At the end of Phase I, the Professional Services Consultant will provide the State with a Comprehensive Project Management Plan (CPMP). This Plan should be fully comprehensive and transferrable to another consultant if required. Phase I also includes helping the State with the implementation of three pilot projects already in place. This includes analysis and revisions of tools and templates based on the findings of the pilots. Phase II is the full, enterprise-wide, implementation of the CPMP. See RFQ Attachment J for Pilot Project Information.

1.2. Notice of Intent to Respond

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

2. RFQ SCHEDULE OF EVENTS

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

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
1.	RFQ Issued		7/22/2015
2.	Disability Accommodation Request Deadline	2:00 p.m.	7/27/2015
3.	Notice of Intent to Respond Deadline	2:00 p.m.	7/29/2015
4.	Written "Questions & Comments" Deadline	2:00 p.m.	8/5/2015
5.	State response to written "Questions & Comments"		8/14/2015
6.	RFQ Technical Response Deadline	2:00 p.m.	8/31/2015
7.	State Notice of Qualified Respondents Released		9/11/2015
8.	State Schedules respondent Oral Presentations (ONLY for Qualified Respondents)		9/14/2015
9.	Respondent Oral Presentations	8:00 a.m. - 4:30 p.m.	9/22/2015
10.	RFQ Cost Proposal Deadline (ONLY for Qualified Respondents)	2:00 p.m.	9/30/2015
11.	RFQ Negotiations		10/1/2015-10/5/2015
12.	State Evaluation Notice Released		10/6/2015
13.	Solicitation Files Opened for Public Inspection		10/7/2015
14.	Respondent Contract Signature Deadline	2:00 p.m.	10/16/2015
15.	Anticipated Contract Start Date (anticipated date for contract to be fully executed and vendor to begin work)		12/1/2015

3. RESPONSE REQUIREMENTS

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

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

3.2. **Response Delivery Location**

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

Amber O'Connell
 312 Rosa L. Parks Avenue
 3rd Floor, WRS Tennessee Tower

Nashville, TN 37243
 615-253-7817
 Amber.OConnell@tn.gov

3.3. Response Format

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

3.3.2.1. Technical Response

Five (5) original Technical Response paper document clearly labeled:

“RFQ # 32101-15110 TECHNICAL RESPONSE ORIGINAL”

and Seven (7) copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

“RFQ #32101-15110 TECHNICAL RESPONSE COPY”

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

3.3.2.2. Cost Proposal: ***For Qualified Respondents only***

One (1) original Cost Proposal paper document labeled:

“RFQ # 32101-15110 COST PROPOSAL ORIGINAL”

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

“RFQ # 32101-15110 COST PROPOSAL COPY”

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

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

- 3.4.1. Restrict the rights of the State or otherwise qualify the response to this RFQ;
- 3.4.2. Include, for consideration in this procurement process or subsequent contract negotiations, incorrect information that the Respondent knew or should have known was materially incorrect;
- 3.4.3. Include more than one response, per Respondent, to this RFQ;
- 3.4.4. Include any information concerning costs (in specific dollars or numbers) associated with the Technical Response;
- 3.4.5. Include the respondent's own contract terms and conditions (unless specifically requested by the RFQ); or
- 3.4.6. Include the respondent as a prime contractor while also permitting one or more other respondents to offer the respondent as a subcontractor in their own responses.

3.4.7. Provide an oral presentation not to exceed 1.5 hours in length including time for questions. A topic outline will be provided with the oral presentation invitation.

3.5. Response Errors & Revisions

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

3.6. Response Withdrawal

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

3.7. Response Preparation Costs

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

4. GENERAL INFORMATION & REQUIREMENTS

4.1. Communications

- 4.1.1. Respondents shall reference RFQ **32101-15110** in all communications relating to this solicitation, and direct any such communications to the following person designated as the Solicitation Coordinator:

Amber O'Connell
 312 Rosa L. Parks Avenue
 3rd Floor, WRS Tennessee Tower
 Nashville, TN 37243
 615-253-7817
Amber.OConnell@tn.gov

The State will convey all official responses and communications related to this RFQ to the potential respondents from whom the State has received a Notice of Intent to Respond (refer to RFQ Section 1.3.).

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

Helen Crowley
 312 Rosa L. Parks Avenue
 3rd Floor, WRS Tennessee Tower
 Nashville, TN 37243
 615-741-3836
Helen.Crowley@tn.gov

4.2. Nondiscrimination

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

4.3. **Conflict of Interest**

- 4.3.1. The State may not consider a proposal from an individual who is, or within the past six (6) months has been, a State employee. For these purposes,
- 4.3.1.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
- 4.3.1.2. A contract with or a proposal from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
- 4.3.1.3. A contract with or a proposal from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.
- 4.3.2. This RFQ is also subject to *Tennessee Code Annotated*, Section 12-4-101.

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

- 4.4.1. Each potential respondent must carefully review this RFQ, including but not limited to, attachments, the RFQ Attachment H, *pro forma* Contract, and any amendments for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 4.4.2. Any potential respondent having questions and comments concerning this RFQ must provide such in writing to the State no later than the written "Questions & Comments Deadline" detailed in RFQ § 2, Schedule of Events.
- 4.4.3. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the written "Questions & Comments Deadline."

4.5. **Disclosure of Response Contents**

- 4.5.1. All materials submitted to the State in response to this solicitation become property of the State of Tennessee. Selection for award does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full contents and associated documents submitted in response to this request will become open to public inspection. Refer to RFQ § 2, Schedule of Events.
- 4.5.2. The RFQ responses will be available for public inspection only after the completion of evaluation of the RFQ or any resulting solicitation which this RFQ becomes a part of, whichever is later.

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

- 4.6.1. All persons, agencies, firms or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as part of a response to this RFQ, shall be properly licensed to render such opinions.
- 4.6.2. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Respondent to submit evidence of proper licensure.

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

4.7. **RFQ Amendments & Cancellation**

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

4.8. **State Right of Rejection**

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

4.9. **Assignment & Subcontracting**

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

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

4.10. **Next Ranked Respondent**

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

5. **PROCUREMENT PROCESS & CONTRACT AWARD**

- 5.1. The complete vendor selection will be a two-part process: (1) Qualification of Technical Responses; and (2) Evaluation of Cost Proposals. Any contract award is subject to successful contract negotiation.
- 5.2. Qualification of Technical Responses: Technical Responses will be short-listed for further evaluation, analysis or negotiation if they are apparently responsive, responsible, and within the competitive range. A Technical Response will be deemed within the competitive range based on the following criterion:

The Technical Response must be ranked in the top 3 after the Technical Response score is totaled and put in ordinal ranking (1 - the best evaluated ranking).

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

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

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

The State will invite those who passed the Phase II evaluation to give oral presentations to the State. The qualitative assessment of each Respondent will include the information derived from the oral presentations.

- 5.2.1. The Solicitation Coordinator will invite each Qualified Respondent to make an oral presentation.
- 5.2.1.1. The oral presentations are mandatory. The Solicitation Coordinator will schedule Respondent presentations during the period indicated by the RFQ Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent presentation schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFQ Section 2, Schedule of Events.
- 5.2.1.2. Respondent presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.
- 5.2.1.3. Oral presentations provide an opportunity for Respondents to explain and clarify their responses. Respondents must not materially alter their responses and presentations will be limited to addressing the items detailed in RFQ Attachments B & C., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed during oral presentations.

- 5.2.1.4. The State will maintain an accurate record of each Respondent's oral presentation session. The record of the Respondent's oral presentation shall be available for review when the State opens the procurement files for public inspection.
- 5.2.1.5. Proposal Evaluation Team members will independently evaluate each oral presentation in accordance with the RFQ Attachment D, Technical Response & Evaluation Guide, Oral Presentations.
- 5.2.1.6. The Solicitation Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFP Attachment D, Technical Response & Evaluation Guide, Oral Presentations, and record that number as the score for Respondent's Technical Response section.
- 5.3. Cost Proposals: If included as part of this solicitation then only Qualified Respondents, that are responsive and responsible and in the competitive range, will continue onto Part Two, Cost Proposal evaluation. The Cost Proposal containing the lowest cost will receive the maximum number of points per each section. See RFQ Attachment E, Cost Proposal & Evaluation Guide.
- 5.4. Clarifications and Negotiations: The State reserves the right to award a contract on the basis of initial responses received; therefore, each response should contain the respondent's best terms from a technical and cost standpoint. However, the State reserves the right to conduct clarifications or negotiations with respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.
- 5.4.1. Clarifications: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification round(s). Each clarification sought by the State may be unique to an individual respondent.
- 5.4.2. Negotiations: The State may elect to negotiate with Qualified Respondents, within the competitive range, by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds
- 5.4.2.1. Cost Negotiations: All responsive respondents within the competitive range will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual respondent pricing. During target price negotiations, respondents are not obligated to meet or beat target prices, but will not be allowed to increase prices.
- 5.4.2.2. If the State determines costs and contract finalization discussions and negotiations are not productive, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.
- 5.5. Evaluation Guide
- The State will consider qualifications, experience, technical approach, and cost (if applicable) in the evaluation of responses and award points in each of the categories detailed below. The maximum evaluation points possible for each category are detailed below.

Evaluation Category	Maximum Points Possible
Mandatory Requirements (refer to RFQ Attachment A)	Pass/Fail
General Qualifications, Experience, Technical Qualifications, Experience & Approach (refer to RFQ Attachment B)	20
Technical Qualifications, Experience & Approach (refer to RFQ Attachment C)	40
Oral Presentation (refer to RFQ Attachment D)	10
Cost Proposal (Refer to RFQ Attachment E)	30

5.6 Contract Award

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

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

- 5.6.5. The Respondent identified as offering the apparent best-evaluated must sign a contract drawn by the State pursuant to this RFQ. The contract shall be substantially the same as the RFQ Attachment H, *pro forma* contract. The Respondent must sign said contract no later than the Respondent Contract Signature Deadline detailed in RFQ § 2, Schedule of Events. If the Respondent fails to provide the signed contract by the deadline, the State may determine the Respondent is non-responsive to this RFQ and reject the response.
- 5.6.6. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluation or negatively impact the competitive nature of the RFQ and vendor selection process.
- 5.6.7. If the State determines that a response is nonresponsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

ATTACHMENT A**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Technical Response must be delivered to the State no later than the Technical Response Deadline specified in the RFQ § 2, Schedule of Events.	
		The Technical Response must not contain cost or pricing information of any type.	
		The Technical Response must not contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must not submit alternate responses.	
		A Respondent must not submit multiple responses in different forms (as a prime and a subcontractor).	
	A.1.	Provide the Statement of Certifications and Assurances (RFQ Attachment F) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFQ and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall perform work under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	A. 6.	<p>Provide a valid, Certificate of Insurance that is verified and dated within the last six (6) months and which details <u>all</u> of the following:</p> <p>(a) Insurance Company</p> <p>(b) Respondent's Name and Address as the Insured</p> <p>(c) Policy Number</p> <p>(d) The following minimum insurance coverage:</p> <p>(i) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or One Million Dollars (\$1,000,000) per occurrence for employers' liability;</p> <p>(ii) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate;</p> <p>(e) The following information applicable to each type of insurance coverage:</p> <p>(i) Coverage Description,</p> <p>(ii) Exceptions and Exclusions,</p> <p>(iii) Policy Effective Date,</p> <p>(iv) Policy Expiration Date, and</p> <p>(v) Limit(s) of Liability.</p>	
	A.7	Confirm that you have experience in and are able to provide an Alternative Workplace Strategy Solution for General Government	
State Use – RFQ Coordinator Signature, Printed Name & Date:			

ATTACHMENT B**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

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

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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information:</p> <ul style="list-style-type: none"> (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors. <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five-year period. If so, provide the following information for all current and completed contracts:</p> <ul style="list-style-type: none"> (a) the name, title, telephone number and e-mail address of the State contact responsible for the contract at issue; (b) the name of the procuring State agency; (c) a brief description of the contract's specification for goods or scope of services; (d) the contract term; and (e) the contract number. <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts responsive to Section B.16 of this RFQ.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.17.	<p>Provide customer references from individuals who are <u>not</u> current or former State employees for projects similar to the goods or services sought under this RFQ and which represent:</p> <ul style="list-style-type: none"> ▪ two (2) accounts Respondent currently services that are similar in size to the State, <u>and</u> ▪ three (3) completed projects. <p>References from at least three (3) different individuals are required to satisfy the requirements above, e.g., and individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which <u>must</u> be used and completed, is provided at RFQ Attachment G. References that are not completed as required may be deemed nonresponsive and may not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires, follow the process below:</p> <ol style="list-style-type: none"> (a) Add the Respondent's name to the standard reference questionnaire at Attachment G and make a copy for each reference. (b) Send a reference questionnaire along with a new, standard #10 envelope to each reference. (c) Instruct the reference to: <ol style="list-style-type: none"> (i) complete the reference questionnaire; (ii) sign <u>and</u> date the completed, reference questionnaire; (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response). (d) <u>Do NOT open the sealed references upon receipt.</u> (e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required. <p>NOTES:</p> <ul style="list-style-type: none"> ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under <u>no</u> obligation to clarify any reference information.
	B.18.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <ol style="list-style-type: none"> (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <ul style="list-style-type: none"> ▪ has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.
<p>SCORE (for <u>all</u> Section B— Qualifications & Experience Items above): (maximum possible score = 20)</p>		
<p><i>State Use – Evaluator Identification:</i></p>		

ATTACHMENT C**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		1	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the delivery of goods or scope of services, accomplish required objectives, and meet the State's project schedule.		1	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure delivery of specified goods or completion of the scope of services, and accomplish required objectives within the State's project schedule.		1	
	C.4.	Provide a narrative how the Respondent's Comprehensive Project Management Plan (CPMP) is transferrable into the Phase II and implementation for another vendor to handle if needed.		1	
	C.5	Provide an example of a prior project of similar scope, and validation of that work. Please include any issues encountered and lessons learned from that experience.		1	
	C.6	Please list what aspects of the Scope of Services the Respondent will be able to provide in-house, without subcontracting.		1	
	C.7	Provide an example of prior employee training samples, and communication tools that you have used to enhance change management.		1	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>					Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>
Total Raw Weighted Score					
$\frac{\text{Maximum Possible Raw Weighted Score}}{\text{Maximum Possible Raw Weighted Score}} \times 40 = \text{SCORE:}$ <i>(i.e., 5 x the sum of item weights above)</i> <i>(maximum possible score)</i>					
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

RFQ ATTACHMENT D

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:			
Oral Presentation Items	Item Score	Evaluation Factor	Raw Weighted Score
D.1. Relate prior experience with AWS, specifically about policy development, training, change management, records management, information systems integration, and process implementation.	1	1	
D.2. Introduce team and work structure and roles and responsibilities of each. Relate previous project team experience in working together.	1	1	
D.3. Describe your strategy for providing this solution and services to the State	1	1	
Total Raw Weighted Score (<i>sum of Raw Weighted Scores above</i>): The Solicitation Coordinator will use this sum and the formula below to calculate the score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
total raw weighted score			
maximum possible raw weighted score <i>(i.e., 5 x the sum of item weights above)</i>	X 10 <i>(maximum section score)</i>	= SCORE:	
<i>State Use – Evaluator Identification:</i>			
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

ATTACHMENT E

Cost Proposal & Evaluation Guide

For Qualified Respondents Only

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

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

The fee for the deliverable of the CPMP will be in addition to the monthly fees paid to the Professional Services Consultant.

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

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

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

RESPONDENT SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
RESPONDENT LEGAL ENTITY NAME:			
Line item of cost Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
AWS Process Consulting during Phase I (Sections A.4 and A.5 of the <i>pro forma contract</i>)	\$ / Month	12	
Delivery of CPMP (Section A.6 of the <i>pro forma contract</i>)	\$	1	

RESPONDENT LEGAL ENTITY NAME:			
Line item of cost Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
AWS Process Consulting during Phase II (Sections A.7-A.10 of the <i>pro forma contract</i>)	\$ _____ / Hour	7800	
<p align="center">EVALUATION COST AMOUNT (sum of evaluation costs above):</p> <p>The RFQ Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.</p>			
<p>lowest evaluation cost amount from <u>all</u> responses</p> <p>_____</p> <p>evaluation cost amount being evaluated</p>		<p>x 30 (maximum section score)</p>	<p>= SCORE:</p>
<p><i>State Use – RFQ Coordinator Signature, Printed Name & Date:</i></p>			

ATTACHMENT F**STATEMENT OF CERTIFICATIONS AND ASSURANCES**

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

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

1. The Respondent will comply with all of the provisions and requirements of the RFQ.
2. The Respondent will provide all specified goods or services as required by the contract awarded pursuant to this RFQ.
3. The Respondent accepts and agrees to all terms and conditions set out in the contract awarded pursuant to this RFQ.
4. The Respondent awarded the Contract resulting from this RFQ shall accept the State Purchasing Card ("P-Card") as a form of payment at no cost to the State.
5. The Respondent acknowledges and agrees that a contract resulting from the RFQ shall incorporate, by reference, all Response responses as a part of the contract.
6. The Respondent will comply, as applicable, with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
7. To the best of the undersigned's knowledge, information or belief, the information detailed within the Response to the RFQ is accurate.
8. The Response submitted to the RFQ was independently prepared, without collusion, and under penalty of perjury.
9. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with the request or any potential resulting contract.
10. The Response submitted in response to the RFQ shall remain valid for at least 120 days subsequent to the date of the Response opening and thereafter in accordance with any contract pursuant to the RFQ.

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

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

SIGNATURE & DATE:

PRINTED NAME & TITLE:

LEGAL ENTITY NAME:

FEIN or SSN:

REFERENCE QUESTIONNAIRE

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

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

RFQ # 32101-15110 REFERENCE QUESTIONNAIRE

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

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

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

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

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

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

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) What goods or services do/did the vendor provide to your company or organization?

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

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

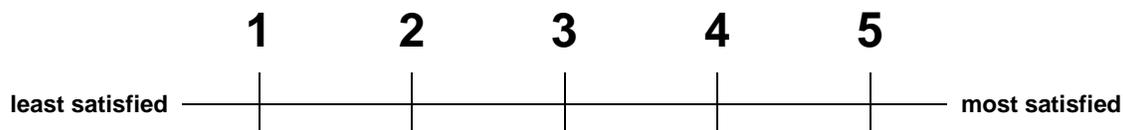
1	2	3	4	5	
least satisfied					most satisfied

RFP # 32101-15110 PROPOSAL REFERENCE QUESTIONNAIRE — PAGE 2

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

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

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



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

RFP # 32101-15110 PROPOSAL REFERENCE QUESTIONNAIRE — PAGE 3

- (11) Considering the staff assigned by the vendor 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 vendor 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:

ATTACHMENT H

RFQ # 32101-15110 PRO FORMA CONTRACT

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

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
CENTRAL PROCUREMENT OFFICE
AND
Professional Services Consultant NAME

This Contract, by and between the State of Tennessee, Central Procurement Office ("State") and **Contractor Legal Entity Name** ("Professional Services Consultant"), is for the provision of Alternative Workplace Solutions, as further defined in the "SCOPE." State and Professional Services Consultant may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

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

A. SCOPE:

A.1. The Professional Services Consultant 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. Definitions.

The following terms used in this Contract have the meanings provided below:

- a. "Phase I" of the Alternate Workplace Solutions Project involves Sections A.3 Data Gathering & Assessment, A.4 Analytics and Developing a Business Case, A.5 Developing a Strategy and Implementation Plan, and working through Pilot Programs already in place.
- b. "Phase II" of the Alternate Workplace Solutions Project involves the full implementation and continuing assessment of the project.

A.3 State Agency Use. The purpose of this contract is to establish a source or sources of supply for all state agencies.

A.4. Data Gathering & Assessment – The Professional Services Consultant shall perform a robust analysis of the current State Policy Portfolio by researching and gathering information through a discovery process. Through this process the Professional Services Consultant should develop an awareness of issues and practices that impede space alternative workplace methods. Prior to State approval all deliverables will be considered in Draft format and should be considered Confidential and Deliberative. The following are examples of items that the Professional Services Consultant will provide:

- What policies, procedures, processes, business practices, and legislation relating to an alternative workplace solution the State already has in place and recommendations for change
- Analysis of Agency workforce to determine qualifying positions for AWS
- Employee Position Analysis
- What useable metrics the State currently has and recommendations for change
- Travel/Parking/Traffic patterns to help determine if satellite campuses would be effective
- Workplace Performance
- Readiness assessment for Change Management.
- Analysis of culture, work patterns, and future trends in workplace organizations
- Building limitations
- Real Estate Space Profiling, and
- Space Analysis and Utilization

The Professional Services Consultant will provide all relevant information in detail through a consistent Report to the State. The information gathered should be accurate and sufficient to create a tailored strategy that will be developed for the CPMP (Comprehensive Project Management Plan) for this project. The State will provide the Professional Services Consultant with the most accurate facility inventory available. See Attachment 2.

A.5. Analytics & Developing a Business Case

The Professional Services Consultant will provide a Business Case for each agency and campus. This Business Case should include but is not limited to the following topics:

- Readiness assessment
- A review of the investment needed vs. the possible savings
- Estimated implementation timeframe
- Ideas on metrics for productivity
- Project Charter to set the goals and expectations
- Education and Communication guidelines about the process for individual agencies

A.6. Developing a Strategy & Implementation Plan - The Professional Services Consultant shall develop a Comprehensive Project Management Plan (CPMP) to implement the best practices recommended through the Business Case. The Professional Services Consultant will provide this CPMP to the State no later than 30 days after the Business Case has been completed. All deliverables and changes under this contract will require State approval prior to execution. Prior to State approval all deliverables will be considered in Draft format and should be considered Confidential and Deliberative. This CPMP should include tools, templates, standards, Adjacency Mapping, recommendations on developing centralized IT solution areas, recommendations for digitization of records, and provide general recommendations based on experience, best practices, and industry standards.

The State requires that the Professional Services Consultant follow a systematic approach to the implementation of the mutually agreed upon plan to ensure that a comprehensive and expandable solution is implemented.

The Professional Services Consultant should address all the Deliverables from this section in its project plan but can organize and plan for the accomplishment of the work based on its experience with projects of similar scale and scope. The State shall review the proposed CPMP and upon the State's written acceptance of the project management approach, the Professional Services Consultant shall be required to follow the approved project management approach outlined in the CPMP. The CPMP will contain defined acceptance criteria for each phase of the project. It is anticipated that the CPMP may change throughout the life of this contract. Modifications and updates to the CPMP will not require an amendment so long as they do not materially change the Scope of Services outlined in this contract.

The Professional Services Consultant shall define the overall project management approach for the project and should describe, in general terms, the roles and authorities of project team members from both the State staff and the Professional Services Consultant staff. The project management approach should be based on the Professional Services Consultant's best practices and experience, and should be fully described in the section of the CPMP. The Professional Services Consultant shall meet all project management requirements and resulting deliverables defined in this Section. Each subsection within the Contract requirements provides a narrative on the requirements. The Professional Services Consultant shall notify the State upon the completion of each Phase or at any time upon the request of the State.

6.1. Pilot Projects

The State currently has three pilots in place for the Alternate Workplace Strategies process. The Professional Services Consultant will assist with the pilot projects and complete rapid and continual testing during Phase I.

6.2. Change Management

- a. Work Culture – The Professional Services Consultant will utilize the plan set forth in the CPMP to create a change in the work culture that will adapt easily to the implemented alternative workplace solution. The CPMP will include a communication plan and employee engagement activities.
- b. Training – The Professional Services Consultant will evaluate what training is currently have in place and develop further training mechanisms in which will be used to provide training to appropriate Department Representatives, Supervisors, and Employees to increase success of the alternative workplace strategies and for further use.

6.3. Human Resources

- a. HR Policies, Procedures, and Processes - The Professional Services Consultant will include in the CPMP a project deliverable that evaluates the current Policies, Procedures, and Processes, and improves or creates new documents that will be used by the Agencies when implementing the alternative workplace solution. The Professional Services Consultant may organize and complete these deliverables using best practices in the industry. However, the Professional Services Consultant must include a draft and a recommended review process in their recommendation of Policies, Procedures, and Processes.
- b. Performance Evaluations – For each agency the Professional Services Consultant will include in the CPMP a project deliverable that evaluates any applicable Performance Evaluations, and improves or creates new documents that will be used by the Agencies when implementing the alternative workplace solution. The Professional Services Consultant must begin by evaluating current performance plans and use a uniform evaluation cycle as set forth by the Tennessee Department of Human Resources. The State, to the best of its ability, will provide the Professional Services Consultant with an outline of all relevant and current performance plans that may be used by the Professional Services Consultant for development of revised Performance Evaluations.
- c. Communication Plan – The Professional Services Consultant will include in the CPMP a Communication Plan for each agency to all applicable employees outlining the implementation of the alternative workplace solution. The Communication Plan should include, but is not limited to:
 - a. Tactical Strategy
 - b. Delivery Channels
 - c. Key Messages
 - d. Employee Engagement
 - e. Surveys
 - f. Supervisor and Employee Training
 - g. Templates and Toolkits for the State's use

Prior to release of any of the aforementioned deliverables under this section all appropriate approvals must be received, including but not limited to the Tennessee Department of Human Resources.

6.4. Technology

- a. System - The Professional Services Consultant should have the ability to manage this contract using a technology solution that provides (but not limited to) customer service interactions, tracking and management of project timelines, space utilization, workplace

performance, benchmarking metrics, and occupancy detail. The proposed technology solution should have the capability to interface with the State's ARCHIBUS and ERP system or have an applicable work around. The solution should also have the ability to track performance and fulfill any reporting functions that the State reasonably requests. This should include a centralized database.

- b. Data - If the State elects to use a Professional Services Consultant -provided technology solution, the Professional Services Consultant must work with the State to transfer any collected data desired by the State to the State in a format acceptable to the State, at its sole discretion.
 - c. Record Management – For each agency the Professional Services Consultant will assist the State to reduce the amount of space used for hard copy storage by implementing technology solutions to create a more efficient and effective Record Management program. The Professional Services Consultant will recommend policies and procedures for Records Management that complies with all State and Federal guidelines. The policies and procedures recommended must include, but not limited to, organization, cleanup, maintenance, retention, and data migration when applicable.
- 6.5. Real Estate- The Professional Services Consultant will be working with the State and other State consultants researching what the State already has in place, and making recommendations for improvement. The Professional Services Consultant and the State will coordinate with the State Building Commission as needed and appropriate.
- a. Workplace Design - The Professional Services Consultant will work with the State to coordinate the project design consultant in developing a program of requirements, block/stack diagrams, preliminary space plans, design intent drawings, and construction documents, including furniture, finishes and equipment.

The Professional Services Consultant will review and comment on all submissions for the intent of portfolio management of the alternative workplace strategies, including POR's, preliminary space plans, design development documents and construction documents (CDs), including final engineering and all furnishings and equipment information. An evaluation of constructability is to be included in comments. The Professional Services Consultant will facilitate/coordinate final review and approval/acceptance by customer agency and Leasing CO. The Professional Services Consultant will also coordinate interaction between the project design consultant and the customer agency representatives during the design process.

The Professional Services Consultant will develop specific recommendations for the interior design program by working with the State and the project design consultant. The interior design program may include furniture, finishes, graphics, way finding, signage, etc.

- b. Relocation Services/ Move Management - The Professional Services Consultant will work with other State consultants and help prepare move budgets for specific agency moves and identify move-related expenses for which the customer agency must provide funding. These items include, but are not limited to, equipment preparation, cabling, data/telecommunications systems and equipment, disassembly and reassembly of furniture and shelving, new furniture, fixtures and equipment procurements, installations and testing. The Professional Services Consultant will work with other State consultants and help track actual expenses against budget estimates and prepare periodic status reports.

The Professional Services Consultant will work with other State consultants and help identify, integrate and schedule completion time frames for all specific customer agency

move preparation activities (e.g., furniture installation and equipment preparation). The Professional Services Consultant will provide organization and support services such as supervision of movers and coordination with building engineer's/manager's office on move timing and reservation of elevators and loading dock, as needed for smooth occupancy of space.

The Professional Services Consultant will work with other State consultants and help conduct and document a physical audit of all existing furnishings and/or facilities. This includes development of an inventory of furnishings and equipment, noting reusability of the product. As-built drawings indicating furnishings locations may be required. The Professional Services Consultant will work with other State consultants and help prepare necessary paperwork to dispose of excess furniture and equipment. The Professional Services Consultant will work with other State consultants and help arrange for proper disposal of excess furniture and equipment. This may involve contact with other agencies who might want the surplus items.

The Professional Services Consultant will work with other State consultants and help prepare moving services scope of work and specifications to include special requirements, i.e., rigging, packing assistance, security issues. The Professional Services Consultant will work with other State consultants and help prepare a damage list and ensure that only services within the scope of work are provided. The Professional Services Consultant will work with other State consultants and help finalize any property damage claims.

- c. Post-Move Services - The Professional Services Consultant will perform post-occupancy evaluation to determine positive and negative performance aspects, lessons learned and adequacy of the facility in fulfilling customer agency needs and expectations of employees. The Professional Services Consultant will provide feedback for improving facility utilization, and provide the basis for improved future facilities planning.

6.6. Systematic Work Processes

The Professional Services Consultant will be responsible for creating Systematic Work Processes that can be used for all Departments during the implementation phase of this project. These processes should include the flexibility to modify for each agency's need, but still be uniform in nature. The Professional Services Consultant should include its methodology for creating these processes in the CPMP. This methodology should include, but is not limited to, analysis of current processes, identification and definition of improved processes, prioritization of processes to improve, and incorporation of change management.

- A.7. Implementation – The Implementation shall be considered Phase II of the Alternative Workplace Strategies project. The State will utilize the Comprehensive Project Management Plan (CPMP) developed pursuant to this contract to implement the best practices recommended during the planning phase. The Professional Services Consultant will work with the State to ensure an efficient and cost effective implementation of the recommended alternative workplace strategies.
- A.8. Evaluation/Testing Phase - During Phase II, the Professional Services Consultant shall refer to the Business Case and the CPMP on the performance and progression of the AWS project. This should include providing metrics on capturing the savings and measuring performance and benchmarking compared to pre-AWS. The Professional Services Consultant should provide up to date information on how the project is progressing based on tools such as focus groups, surveys, interviews, and observations.
- A.9. Performance Measurement and Reporting. The Professional Services Consultant shall provide quarterly and annual performance review reports on the Project in the manner and within the time frames described in the CPMP. The Professional Services Consultant shall provide separate

performance measurement and reporting for each Department initiative. The reports shall include: 1) Benchmarking Dashboard, 2) Pilot Implementation and 3) Readiness Assessment, 4) Phase Progression Report, and 5) Estimated Funding Requirements for remaining tasks of phases. The reports shall also identify whether the Department's performance is consistent with the objectives of the Project. The Professional Services Consultant shall present the State with an executive summary of these reviews in person as provided in Section A.10 below.

- A.10. Meetings. Upon the State's request and upon reasonable notice, the Professional Services Consultant shall meet with appropriate State personnel, committees, boards and commissions to explain the reports and any studies described in this Section A, or to discuss any other matter in connection with the services being performed by the Professional Services Consultant hereunder. At the sole discretion of the State, any such meetings may be held in person at the State's facilities in Nashville.
- A.11. Warranty. Professional Services Consultant represents and warrants that throughout the Term of this Contract ("Warranty Period"), the goods or services provided under this Contract shall conform to the terms and conditions of this Contract. 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 Professional Services Consultant receives notice of a Defect during the Warranty Period, then Professional Services Consultant shall correct the Defect, at no additional charge.

Professional Services Consultant 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, in conformity with standards generally accepted in Professional Services Consultant's industry.

If Professional Services Consultant fails to provide the goods or services as warranted, then Professional Services Consultant will re-provide the goods or services at no additional charge. If Professional Services Consultant 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 Professional Services Consultant for the Defective goods or services.

- A.12. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Professional Services Consultant under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Professional Services Consultant, and Professional Services Consultant 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:

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

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Estimated Liability. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be **DOLLAR AMOUNT (\$NUMBER)** (“Estimated Liability”). This Contract does not grant the Professional Services Consultant 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 Professional Services Consultant will only be paid for goods or services provided under this Contract after a purchase order is issued to Professional Services Consultant 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 Professional Services Consultant 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 Professional Services Consultant.
- C.3. Payment Methodology. The Professional Services Consultant 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 Professional Services Consultant’s compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Professional Services Consultant shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
AWS Process Consulting during Phase I (Sections A.4 and A.5 of the <i>pro forma contract</i>)	\$ / Month
Delivery of CPMP (Section A.6 of the <i>pro forma contract</i>)	\$
AWS Process Consulting during Phase II (Sections A.7-A.10 of the <i>pro forma contract</i>)	\$ / Hour

- C.4. Travel Compensation. The Professional Services Consultant shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Professional Services Consultant 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. Professional Services Consultant 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:

Department of General Services
312 Rosa L. Parks Ave
Nashville, TN 37243

- a. Each invoice, on Professional Services Consultant'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 Professional Services Consultant);
 - (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 Professional Services Consultant to the above-referenced Customer);
 - (6) Professional Services Consultant name;
 - (7) Professional Services Consultant Tennessee Edison registration ID number;
 - (8) Professional Services Consultant contact for invoice questions (name, phone, or email);
 - (9) Professional Services Consultant 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. Professional Services Consultant'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 Professional Services Consultant's taxes, which includes without limitation Professional Services Consultant'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 Professional Services Consultant'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 Professional Services Consultant under this or any contract between the Professional Services Consultant and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Professional Services Consultant.

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

At the State's option, it may make payments to Professional Services Consultant by automated clearing house ("ACH") or the State Purchasing Card ("P-Card").

- a. The Professional Services Consultant shall complete, sign, and present to the State:
 - (1) An "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Professional Services Consultant acknowledges and agrees that, once this form is received by the State, payments to the Professional Services Consultant, under this or any other contract the Professional Services Consultant has with the State of Tennessee, may be made by ACH; and
 - (2) An "Authorization to Receive Payments by Purchasing Card Form" provided by the State. By doing so, the Professional Services Consultant agrees that payments to the Professional Services Consultant under this Contract may be made using the State P-Card.
- b. The Professional Services Consultant 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 Professional Services Consultant's Federal Employer Identification Number or Social Security Number referenced in the Professional Services Consultant'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:

Reen Baskin
 Deputy Commissioner & Chief Operating Officer
 Department of General Services
 WRS Tennessee Tower, 22nd Floor
 312 Rosa L. Parks Ave.
 Nashville, TN 37243
 Reen.Baskin@tn.gov
 615-741-9276

The Professional Services Consultant:

Professional Services Consultant Contact Name & Title
Professional Services Consultant Name
Address

Email Address
 Telephone # Number
 FAX # Number

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials. The State's exercise of a valid Renewal Option or Term Extension does not constitute an amendment so long as there are no other changes to the Contract's terms and conditions.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Professional Services Consultant. 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 Professional Services Consultant shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Professional Services Consultant 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 Professional Services Consultant 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 Professional Services Consultant at least thirty (30) days written notice before the termination date. The Professional Services Consultant 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 Professional Services Consultant 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 Professional Services Consultant. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Professional Services Consultant of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Professional Services Consultant fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Professional Services Consultant 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 Professional Services Consultant 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 Professional Services Consultant 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 Professional Services Consultant 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 Professional Services Consultant's obligations under this Contract.
- D.8. Conflicts of Interest. The Professional Services Consultant warrants that no part of the Professional Services Consultant'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 Professional Services Consultant in connection with any work contemplated or performed under this Contract.

The Professional Services Consultant acknowledges, understands, and agrees that this Contract shall be null and void if the Professional Services Consultant's, or within the past six (6) months has been, an employee of the State of Tennessee or if the Professional Services Consultant 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 Professional Services Consultant 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 Professional Services Consultant 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 Professional Services Consultant 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 Professional Services Consultant agrees that the Professional Services Consultant 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 Professional Services Consultant shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, semi-annually during the Term. If the Professional Services Consultant is a party to more than one contract with the State, the Professional Services Consultant may submit one attestation that applies to all contracts with the State. All Professional Services Consultant attestations shall be maintained by the Professional Services Consultant 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 Professional Services Consultant 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 Professional Services Consultant and made available to State officials upon request.
 - c. The Professional Services Consultant shall maintain records for all personnel used in the performance of this Contract. Professional Services Consultant's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Professional Services Consultant 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 Professional Services Consultant shall maintain documentation for all charges under this Contract. The books, records, and documents of the Professional Services Consultant, 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 Professional Services Consultant'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 Professional Services Consultant 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 Professional Services Consultant 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 Professional Services Consultant shall indemnify the State and hold it harmless for any costs to the State arising from Professional Services Consultant'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 Professional Services Consultant or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Professional Services Consultant's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Professional Services Consultant's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Estimated 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 Professional Services Consultant for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.

- D.19. Hold Harmless. The Professional Services Consultant 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 Professional Services Consultant, its employees, or any person acting for or on its or their behalf relating to this Contract. The Professional Services Consultant 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 Professional Services Consultant of its obligations under this Section to the extent that the Professional Services Consultant can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Professional Services Consultant, 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 Professional Services Consultant 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. Professional Services Consultant 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. Professional Services Consultant 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 Professional Services Consultant 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 Professional Services Consultant 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 Professional Services Consultant will indemnify the State and hold it harmless for any violation by the Professional Services Consultant 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 Professional Services Consultant agrees that if it is later determined that the true nature of the working relationship between the Professional Services Consultant and the State under this Contract is that of “employee/employer” and not that of an independent contractor, the Professional Services Consultant, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Professional Services Consultant received from TCRS during the Term.

- D.22 Insurance. Professional Services Consultant shall provide the State a certificate of insurance (“COI”) evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance’s expiration date. If the Professional Services Consultant loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Professional Services Consultant shall notify the State immediately.

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

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

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

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

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

The State agrees that it shall give written notice to the Professional Services Consultant as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Professional Services Consultant of its obligations under this Section to the extent that the Professional Services Consultant can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Professional Services Consultant or its insurer, through its attorneys, the right to represent the

State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

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

The Professional Services Consultant shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability Insurance

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

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Professional Services Consultant shall maintain:
 - i. Workers' compensation and employer liability insurance in the amounts required by appropriate state statutes; or
 - ii. In an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Professional Services Consultant certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Professional Services Consultant shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Professional Services Consultant employees fewer than five (5) employees;
 - ii. The Professional Services Consultant is a sole proprietor;

- iii. The Professional Services Consultant is in the construction business or trades with no employees;
- iv. The Professional Services Consultant is in the coal mining industry with no employees;
- v. The Professional Services Consultant is a state or local government; or
- vi. The Professional Services Consultant self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Professional Liability Insurance

- 1) Professional liability insurance shall be written on an occurrence basis. This coverage may be written on a claims-made basis but must include an extended reporting period or "tail coverage" of at least two (2) years after the Term;
- 2) Any professional liability insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate; and
- 3) If the Contract involves the provision of services by medical professionals, a policy limit not less than two million (\$2,000,000) per claim and three million dollars (\$3,000,000) in the aggregate for medical malpractice insurance.

D.23. Tennessee Department of Revenue Registration. The Professional Services Consultant 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.24. Debarment and Suspension. The Professional Services Consultant 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 Professional Services Consultant 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.25. 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 Professional Services Consultant's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Professional Services Consultant 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 Professional Services Consultant's performance longer than forty-eight (48) hours, the State may, upon notice to Professional Services Consultant: (a) cease payment of the fees until Professional Services Consultant 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. Professional Services Consultant 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.26. State and Federal Compliance. The Professional Services Consultant shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.27. 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 Professional Services Consultant 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.28. 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.29. 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.30. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.31. 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 Professional

Services Consultant's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
- b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);
- c. any clarifications of or addenda to the Professional Services Consultant'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 Professional Services Consultant's response seeking this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Professional Services Consultant by the State or acquired by the Professional Services Consultant on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Professional Services Consultant to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Professional Services Consultant due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Professional Services Consultant shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.
- The obligations set forth in this Section shall survive the termination of this Contract.
- E.3. Printing Authorization. The Professional Services Consultant agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et. seq.*, shall be printed pursuant to this Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103 (d).
- E.4. State Furnished Property. The Professional Services Consultant shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Professional Services Consultant's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Professional Services Consultant shall be responsible to the State for the fair market value of the property at the time of loss.
- E.5. Work Papers Subject to Review. The Professional Services Consultant shall make all audit, accounting, or financial analysis work papers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.

- E.6. Prohibited Advertising or Marketing. The Professional Services Consultant shall not suggest or imply in advertising or marketing materials that Professional Services Consultant's goods or services are endorsed by the State. The restrictions on Professional Services Consultant advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.7. Intellectual Property. The Professional Services Consultant agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Professional Services Consultant shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Professional Services Consultant shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Professional Services Consultant notice of any such claim or suit and full right and opportunity to conduct the Professional Services Consultant's own defense thereof, however, the failure of the State to give such notice shall only relieve Professional Services Consultant of its obligations under this Section to the extent Professional Services Consultant can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Professional Services Consultant, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.8. Unencumbered Personnel. The Professional Services Consultant shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.
- E.9. Personally Identifiable Information. While performing its obligations under this Contract, Professional Services Consultant may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Professional Services Consultant agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Professional Services Consultant shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Professional Services Consultant and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Professional Services Consultant shall immediately notify State: (1) of any disclosure or use of any PII by Professional Services Consultant or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Professional Services Consultant or its employees, agents and representatives where the purpose of such disclosure is not known to Professional Services Consultant or its employees, agents and representatives. The State reserves the right to review Professional Services Consultant's policies and procedures used to maintain the security and confidentiality of PII and Professional Services Consultant shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify and/or procure that Professional Services Consultant is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Professional Services Consultant shall immediately return to the

State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Professional Services Consultant shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Professional Services Consultant ("Unauthorized Disclosure") that come to the Professional Services Consultant's attention. Any such report shall be made by the Professional Services Consultant within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Professional Services Consultant. Professional Services Consultant shall take all necessary measures to halt any further Unauthorized Disclosures. The Professional Services Consultant r, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Professional Services Consultant shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law.

IN WITNESS WHEREOF,

Professional Services Consultant LEGAL ENTITY NAME:

Professional Services Consultant SIGNATURE

DATE

PRINTED NAME AND TITLE OF Professional Services Consultant SIGNATORY (above)

STATE AGENCY NAME:

NAME & TITLE

DATE

Pro Forma ATTACHMENT 1**(Fill out only by selected Professional Services Consultant)****ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

SUBJECT CONTRACT NUMBER:	
Professional Services Consultant LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER (or Social Security number)	

The Professional Services Consultant, identified above, does hereby attest, certify, warrant, and assure that Professional Services Consultant 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.

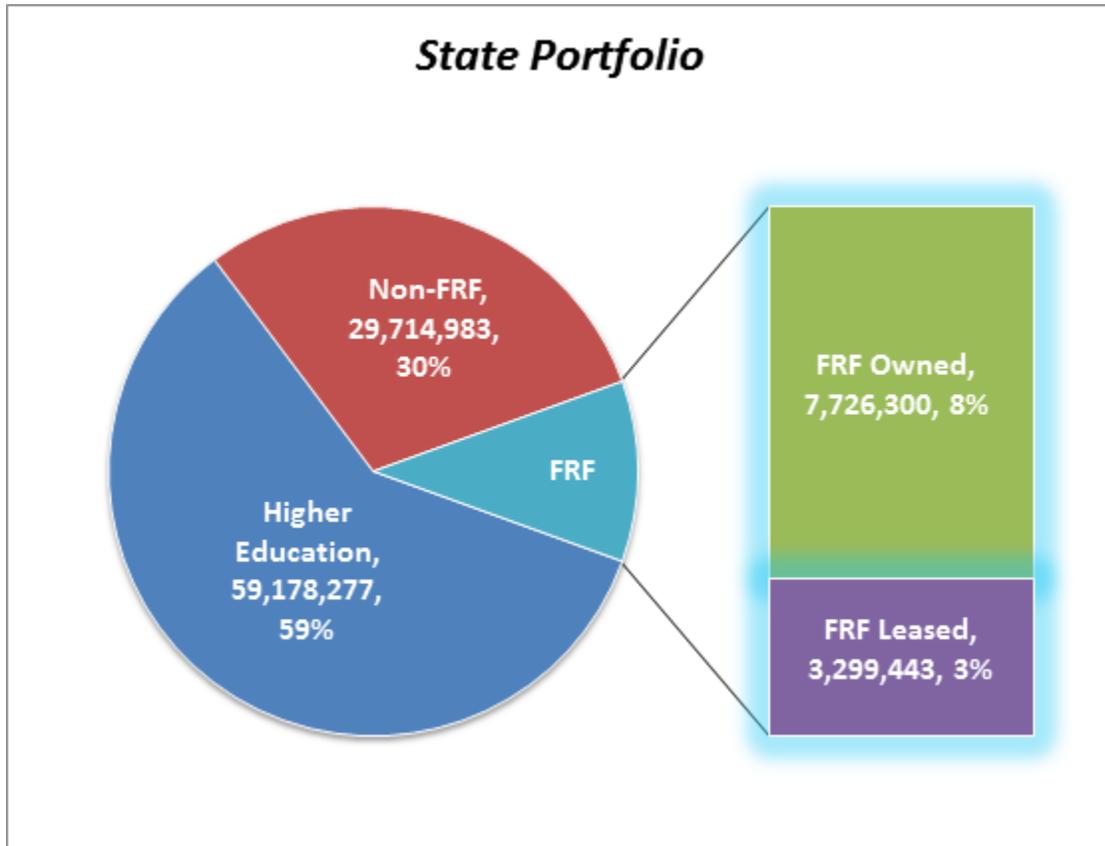
Professional Services Consultant SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY**DATE OF ATTESTATION**

Approximate State Portfolio

There are a total of approximately 72,000 state employees. It is estimated that there are approximately 32,000 state employees that are in typical office space. There are a total of approximately 7500 properties (leased and owned, but not all properties have buildings on them) in the State portfolio. The following graph shows square footage breakdown and totals of the enterprise.



RFQ Attachment J

Pilot Departments

The following is a description of the three departments the State is considering for the Pilot Implementation.

Agency C	4400 Employees
Agency E	110 Employees
Agency F	160 Employees