STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS # 32101-15105
SBC #460/000-05-2015
AMENDMENT # 4
FOR GOODS OR TN UTILITY DATA & ENERGY MANAGEMENT & SOFTWARE

DATE: 10/26/2015

RFP # 32101-15105 IS AMENDED AS FOLLOWS:

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		September 23, 2015
2. Disability Accommodation Request Deadline	2:00 p.m.	September 28, 2015
3. Pre-response Conference	10:00 a.m.	September 29, 2015
4. Notice of Intent to Respond Deadline	2:00 p.m.	September 30, 2015
5. Written "Questions & Comments" Deadline	2:00 p.m.	October 6, 2015
6. State Response to Written "Questions & Comments"		October 28, 2015
7. Response Deadline	2:00 p.m.	November 16, 2015
8. State Completion of Technical Response Evaluations		November 23, 2015
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	November 24, 2015
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	December 7, 2015
11. End of Open File Period		December 14, 2015
12. State sends contract to Contractor for signature		December 15, 2015
13. Contractor Signature Deadline	2:00 p.m.	December 22, 2015

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

STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS # 32101-15105
SBC #460/000-05-2015
AMENDMENT # 3
FOR GOODS OR TN UTILITY DATA & ENERGY MANAGEMENT & SOFTWARE

DATE: 10/23/2015

RFP # 32101-15105 IS AMENDED AS FOLLOWS:

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		September 23, 2015
2. Disability Accommodation Request Deadline	2:00 p.m.	September 28, 2015
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5. Written "Questions & Comments" Deadline	2:00 p.m.	October 6, 2015
6. State Response to Written "Questions & Comments"		October 25, 2015
7. Response Deadline	2:00 p.m.	November 16, 2015
8. State Completion of Technical Response Evaluations		November 23, 2015
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	November 24, 2015
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	December 7, 2015
11. End of Open File Period		December 14, 2015
12. State sends contract to Contractor for signature		December 15, 2015
13. Contractor Signature Deadline	2:00 p.m.	December 22, 2015

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

STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS # 32101-15105
SBC #460/000-05-2015
AMENDMENT # 2
FOR GOODS OR TN UTILITY DATA & ENERGY MANAGEMENT & SOFTWARE

DATE: 10/21/2015

RFP # 32101-15105 IS AMENDED AS FOLLOWS:

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		September 23, 2015
2. Disability Accommodation Request Deadline	2:00 p.m.	September 28, 2015
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5. Written "Questions & Comments" Deadline	2:00 p.m.	October 6, 2015
6. State Response to Written "Questions & Comments"		October 23, 2015
7. Response Deadline	2:00 p.m.	November 16, 2015
8. State Completion of Technical Response Evaluations		November 23, 2015
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11. End of Open File Period		December 14, 2015
12. State sends contract to Contractor for signature		December 15, 2015
13. Contractor Signature Deadline	2:00 p.m.	December 22, 2015

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

STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS # 32101-15105
SBC #460/000-05-2015
AMENDMENT # 1
FOR GOODS OR TN UTILITY DATA & ENERGY MANAGEMENT & SOFTWARE

DATE: 10/19/2015

RFP # 32101-15105 IS AMENDED AS FOLLOWS:

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		September 23, 2015
2. Disability Accommodation Request Deadline	2:00 p.m.	September 28, 2015
3. Pre-response Conference	10:00 a.m.	September 29, 2015
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6. State Response to Written "Questions & Comments"		October 21, 2015
7. Response Deadline	2:00 p.m.	November 16, 2015
8. State Completion of Technical Response Evaluations		November 23, 2015
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	November 24, 2015
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	December 7, 2015
11. End of Open File Period		December 14, 2015
12. State sends contract to Contractor for signature		December 15, 2015
13. Contractor Signature Deadline	2:00 p.m.	December 22, 2015

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

STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS
FOR
TN UTILITY DATA & ENERGY MANAGEMENT & SOFTWARE

RFP # 32101-15105

SBC #460/000-05-2015

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1. INTRODUCTION

The State of Tennessee, Department of General Services (the "State") is seeking responses from qualified businesses capable of fulfilling the State's needs for a solution (the "Solution") that will comprehensively manage utility demand and usage across all State real estate assets. The Solution shall include software-as-a-service cloud based service ("Cloud Software as a Service" or "SaaS") on a subscription basis for a commercially available, off-the-shelf product with necessary customizations. The awarded business will also be required to collect and input the State's utility bills into a database for further demand and usage analysis. The State has issued this Request for Proposals ("RFP") to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State's process for evaluating responses and selecting a Contractor to provide the needed goods or services.

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

1.1. Statement of Procurement Purpose

EmPower TN is Governor Bill Haslam's statewide "lead-by-example" initiative that will:

(1) Reduce energy costs and consumption across State owned and managed buildings and facilities by:
- measuring and controlling energy use,
- investing in improving energy efficiency, and
- creating an operational environment of excellence.

(2) Promote energy cost savings across the State through conservation and efficiency in local government and the private sector.

The State of Tennessee spends an estimated $192.5M annually in utility bills. Significant savings could be achieved with a disciplined focus on energy management, energy efficiency, and conservation across all State energy users.

In furtherance of the goals of the EmPower TN Initiative, this RFP is being released to solicit a statewide system to collect and analyze utility data and help manage the State's utility needs. As illustrated in RFP Attachment G and described below, there are complimentary initiatives that integrate with this proposed system for a comprehensive statewide energy management program. The State asks that Respondents provide a list of standard configurations, functions, features, reports, tools, and other information that will allow the State to understand how the Respondent will fulfill its obligations to the State.

1.1.1 Background

The State seeks a Solution that will be the backbone of a statewide system to collect, correlate, and analyze the utility invoice data and real time interval data.

The Solution shall: (i) collect historic and ongoing utility invoice data from State-owned and operated facilities; and (ii) organize and analyze utility invoice data.

This Solution shall consolidate the account management and reporting of utility information to a SaaS system that allows for multiple user access. The State's buildings and facilities include structures of varying shapes and sizes, warehouses, recreational facilities, offices, parks, parking garages and parking lots, outdoor lighting areas, and emergency facilities. Many of these buildings and facilities have one or more separate utility accounts. Each utility account has several commodities including electrical, natural gas, water, sprinkler, outdoor lighting, sewer, trash, fire hydrants, etc.

The scope of work includes collaborating with real time interval data collection programs to define the parameters for real time interval data collection and integrating that real time interval data with this system (see RFP Attachment G). For the purpose of this RFP, “utility data collection” means data acquired from utility invoices including allocation through sub-meters or state-defined allocations; “real time interval data collection” means data acquired through other sources including utility interval meters, building automation systems, monitor based commissioning, fault detection & diagnostics (“FDD”), smart meters networked through the State ZigBee based network and other metering data streams. Real time reporting may have delays associated with security and network gateways.

The real estate for State of Tennessee is divided into Higher Education and General State Government both of which are defined as follows. “Higher Education” shall be all real property owned or leased by the University of Tennessee and the Tennessee Board of Regents. “General State Government” shall be all State owned or leased real property other than Higher Education. Existing systems for accounts payable and real estate management are given in the Table 1 below.

Table 1

Institution	**Accounts Payable**	**Real Estate Management**
University of Tennessee	IRIS	Varies
Tennessee Board of Regents	Banner by Elucian	In-house systems in C# and Asp.Net utilizing SQL Server
General State Government DGS-FRF	UMS data entry with upload to Oracle	Archibus under development
General State Government Non DGS-FRF	Oracle	Varies

General State Government currently processes an estimated 6,850 utility invoices each month from an estimated 208 utility providers for electricity, natural gas, propane, steam/chilled water, domestic water & sewer, and fuel oil. University of Tennessee currently processes an estimated 900 utility invoices each month from an estimated 44 utility providers. Tennessee Board of Regents currently processes an estimated 2250 utility invoices each month from an estimated 123 utility providers. Statewide, there are an estimated 10,000 total invoices from an estimated 250 utility providers. Invoicing methods vary and are not centralized between the various state organizations. See RFP Attachment G for a diagram of the State of Tennessee real estate portfolio.

Within General State Government, the State of Tennessee, Department of General Services (“DGS”), is funded in part through a facility revolving fund (“DGS-FRF”). The ~150 owned properties and ~350 leased properties that make up the DGS-FRF portfolio total ~10.1 million square feet. This is ~11% of the total state real estate portfolio and ~32% of the total General State Government real estate portfolio. See RFP Attachment H for a list of the DGS-FRF sites and accounts.

See RFP Attachment I for account statistics for General State Government. See RFP Attachment J for utility information and a list of the University of Tennessee sites and accounts.

See RFP Attachment K for a list of the Tennessee Board of Regents sites and accounts.

See RFP Attachment L for a list of DGS-FRF facilities with known multiple meters or meters serving multiple buildings. Non-DGS-FRF General State Government buildings with multiple meters or meters serving multiple buildings are not known. RFP Attachment J for the University of Tennessee identifies single meters serving multiple buildings under the Building Name column under site list and accounts. Tennessee Board of Regents buildings with multiple meters and meters serving multiple buildings are not known.

RFP Attachments M, N, and O are examples of existing data fields for DGS-FRF data collection and energy management; debit Automated Clearing House (“ACH”); and electronic funds transfer. These data

fields are provided to facilitate Respondents' understanding of the State's current data collection and energy management for DGS-FRF.

This Solution shall provide utility cost and consumption data statewide. Similarly, facility data relevant to energy management such as size, age, occupancy and function shall be harvested from within the State's network. This Solution shall include data exchange with existing State systems for real estate management given in Table 1 above. The Solution shall include data upload to existing accounts payable system for General State Government.

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

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

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

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

The State seeks a single contract for the Solution. The successful Respondent does not necessarily have to be from one firm. Respondents may subcontract portions of the Scope of Work provided there is a single Respondent that is primarily responsible for the contract.

1.3. Nondiscrimination

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

1.4. RFP Communications

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

RFP # 32101-15105
SBC # 460/000-05-2015

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

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

Chris Romaine
Department of General Services
Central Procurement Office
312 Rosa L. Parks Avenue - 3rd Floor
Nashville, TN 37243
Christopher.Romaine@tn.gov

(615) 253-5613

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

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

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

Helen Crowley
Department of General Services
Central Procurement Office
312 Rosa L. Parks Avenue - 3rd Floor
Nashville, TN 37243
Helen.Crowley@tn.gov
615-741-3836

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

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

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

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

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

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

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

1.5. Assistance to Respondents with a Handicap or Disability

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

1.6. Respondent Required Review & Waiver of Objections

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

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

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

1.7. Pre-Response Conference

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

The conference will be held at:

Morrow Conference Room
Department of General Services
Central Procurement Office
312 Rosa L. Parks Avenue - 3rd Floor
Nashville, TN 37243

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

1.8. Notice of Intent to Respond

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

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

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

1.9. **Response Deadline**

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

2. RFP SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		September 23, 2015
2. Disability Accommodation Request Deadline	2:00 p.m.	September 28, 2015
3. Pre-response Conference	10:00 a.m.	September 29, 2015
4. Notice of Intent to Respond Deadline	2:00 p.m.	September 30, 2015
5. Written "Questions & Comments" Deadline	2:00 p.m.	October 6, 2015
6. State Response to Written "Questions & Comments"		October 19, 2015
7. Response Deadline	2:00 p.m.	November 2, 2015
8. State Completion of Technical Response Evaluations		November 9, 2015
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	November 10, 2015
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	November 18, 2015
11. End of Open File Period		November 25, 2015
12. State sends contract to Contractor for signature		November 26, 2015
13. Contractor Signature Deadline	2:00 p.m.	December 3, 2015

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

3. RESPONSE REQUIREMENTS

3.1. Response Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.2. Response Delivery

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

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

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

"RFP # 32101-15105 TECHNICAL RESPONSE ORIGINAL"

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

"RFP # 32101-15105 TECHNICAL RESPONSE COPY"

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

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

"RFP # 32101-15105 COST PROPOSAL ORIGINAL"

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

"RFP # 32101-15105 COST PROPOSAL COPY"

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

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

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

"DO NOT OPEN… RFP # 32101-15105 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"

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

"DO NOT OPEN… RFP # 32101-15105 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

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

"RFP # 32101-15105 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

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

Chris Romaine
Department of General Services
Central Procurement Office
312 Rosa L. Parks Avenue - 3rd Floor
Nashville, TN 37243
Christopher.Romaine@tn.gov
(615) 253-5613

3.3. **Response & Respondent Prohibitions**

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

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

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

3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents, other than as allowed under Section 3.3.7 of this RFP. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.

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

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

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

does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor). A response to this RFP may include multiple respondents (each individually a "Team Member" and collectively a "Team) combining for a single response. A Team Member may participate in one or more Teams, but in no event shall a Team Member enter into an exclusive arrangement as part of a Team that has the effect of limiting competition. In the event a Team Member responds as part of more than one Team, the personnel of the Team Members shall not share any information about potential responses with personnel of the other Teams. Firewalling personnel of Team Members or other safeguards as deemed necessary by the State, shall be put in place to ensure that any information regarding potential responses is not shared beyond the immediate Team submitting the response. In the event a Team is awarded a contract, each Team Member may be required to enter into a separate contract with the State.

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

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

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

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

3.4. Response Errors & Revisions

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

3.5. Response Withdrawal

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

3.6. Additional Services

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

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

3.7. Response Preparation Costs

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

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

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

4.2. RFP Cancellation

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

4.3. State Right of Rejection

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

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

4.4. Assignment & Subcontracting

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

4.4.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment B, Section B, General Qualifications & Experience Item B.9.).

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

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

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

4.5. Right to Refuse Personnel or Subcontractors

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

4.6. **Insurance**

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

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

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

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

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

4.8. **Disclosure of Response Contents**

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

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

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

4.9. **Contract Approval and Contract Payments**

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

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

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

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

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

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

4.10. **Contractor Performance**

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

4.11. **Contract Amendment**

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

4.12. Change Orders

Notwithstanding the above, *Pro Forma* Contract sections A.15. and C.3.c. provide for limited service "Change Orders" without a formal contract amendment upon the documented mutual agreement by the Parties.

4.13. **Severability**

If any provision of this RFP is declared by a court of competent jurisdiction to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights

and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.14. Next Ranked Respondent

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

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

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

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment B, Section B)	**15**
Technical Qualifications, Experience & Approach (refer to RFP Attachment B, Section C)	**40**
Solution Checklist Completion (refer to RFP Attachment B, Section D, and RFP Attachment F, *Pro Forma* Contract, Attachment 1)	**15**
Cost Proposal (refer to RFP Attachment C)	**30**

5.2. Evaluation Process

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

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

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

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

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

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

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

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response to RFP Attachment B Section B &C (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment B Section B &C, Technical Response & Evaluation Guide.

5.2.1.4. The Solicitation Coordinator will evaluate each Respondents response using the formula outlined in RFP Attachment B – Section D, Solution Checklist.

5.2.1.5. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment B – Section B &C, , and record each average as the response score for the respective Technical Response section.

5.2.1.6. Dependent on the amount of responses received the State may decide to hold Oral Presentations with only the top 5 Respondents based on the evaluation scores from RFP Attachment B Technical Response & Evaluation Guide. This determination will be executed through the amendment process outlined in RFP Section 4.1

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

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

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

5.3. Contract Award Process

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

5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process

score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.

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

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

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

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

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

RFP # 32101-15105STATEMENT OF CERTIFICATIONS AND ASSURANCES

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

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

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

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

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

SIGNATURE: _____

PRINTED NAME & TITLE: _____

DATE: _____

RESPONDENT LEGAL ENTITY NAME: _____

RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN): _____

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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 satisfactory credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.)	
	A.6.	Please provide an official statement confirming that the Respondent will work with the State on resolution of service problems as required in Section A.11. of the *Pro Forma* Contract.	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items. If the Respondent to this Solicitation plans to use a subcontractor for any of the four (4) major functions of this Solicitation (collecting utility invoice data; managing utility data; managing real time interval data; and providing comparison analytics of utility data and real time interval data) the State expects to receive the following Section B Items for those Sub-Contractors in addition to the Respondent's Response: B.2, B.3, B.4, B.5, B.6, B.7, B.10,.B.11, B.12, B.13)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (*i.e*., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company), and business location (physical location or domicile). Provide size of the firm by office or branch if applicable, including, number of principals/owners, number of office personnel, and number of field personnel by skill set. Detail the number of years the Respondent has been in business and list any former names under which your organization has operated. Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details
	B.3	Briefly describe how long the Respondent has been providing the goods and services required by this RFP. Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (*e.g*., prior experience, training, support, certifications, resources, program and quality management systems, *etc*.).
	B.4	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled *nolo contendere* to any felony. If so, include an explanation providing relevant details.
	B.5	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.6	Provide a statement of whether there is any material, pending litigation against the Respondent or any Securities Exchange Commission investigations involving the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.7	Provide a minimum of three (3), or a maximum of five (5), detailed previous case study examples

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		of projects with similar scope and complexity to the services sought by the Owner in this RFP. The examples should include current (ongoing) and completed (preferably within the last five (5) years) projects. List projects starting with the most recent and include the information as listed below for each project: 1) Project name and location. 2) Brief description of scope. 3) Project size: Total hours 4) Year contracted and scope completed. 5) The key personnel and their individual roles on the project. 6) Each example should also identify the project challenges and resolutions to those challenges. 7) Client reference name, title, role on project, and contact information.
	B.8	Provide a personnel roster listing the names of the proposed project team and key people who the Respondent will assign to meet the requirements of this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed detailing the individual's title, education, current position with the Respondent, and employment history. Provide the project organizational structure along with an organizational chart identifying the key personnel.
	B.9	Provide a statement of whether the Respondent intends to use subcontractors to meet the requirements of any contract awarded pursuant to this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.10	Provide documentation of the Respondent's commitment to diversity as represented by the following: (a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information: (i) contract description and total value; (ii) contractor name and ownership characteristics (*i.e.*, ethnicity, gender, Tennessee service-disabled); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: (i) a percentage (%) indicating the participation estimate. (Express the estimated

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and **DO <u>NOT</u> INCLUDE DOLLAR AMOUNTS**); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors. NOTE: In order to claim status as a Diversity Business Enterprise under this contract, 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. (d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender. NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.
	B.11	Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts: (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract period; and (e) the contract number. NOTES: ▪ Current or prior contracts with the State are <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 noted.
	B.12	Provide customer references from individuals (who are <u>not</u> current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent: ▪ two (2) of the larger accounts for different owners currently serviced by the Respondent, <u>and</u> ▪ three (3) completed projects within the last 5 years. All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which <u>must</u> be used and completed as required, is detailed at RFP Attachment D. References that are not completed as required will be considered non-responsive and will not be considered. The Respondent will be <u>solely</u> responsible for obtaining the fully completed reference questionnaires, and for including them within the Respondent's sealed Technical Response NOTES: ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		required. ▪ The State will not review more than the number of required references indicated above. ▪ The State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under no obligation to clarify any reference information.
	B.13	Provide a statement and any relevant details addressing whether the Respondent is any of the following: (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.
SCORE *(for all Section B—Qualifications & Experience Items above)*: *(maximum possible score = 15)*		
State Use – Evaluator Identification:		

TECHNICAL RESPONSE & EVALUATION GUIDE

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

Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section C— Technical Qualifications, Experience & Approach Items.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**
	C.1	Provide a project approach narrative that illustrates how the Respondent will complete and manage the scope of services of this RFP, accomplish required objectives, and meet the State's project schedule.
	C.2	Provide a narrative that describes how the Respondent will interface with utility providers to obtain data concurrent with existing accounts payable processes with no interruption of payment or duplication of invoices. Include how the Respondent intends to collect and validate utility data including those utilities listed in Attachments directly from the utility providers and various software entry means. Describe how the Respondent intends to determine an appropriate standard utility format as a data base for all state agencies and organizations.
	C.3	Describe the Respondent's approach for data validation and identifying billing irregularities including but not limited to gaps, rate structures, and correlating raw data and invoices with facilities, accounts, and meters. Describe a detailed utility invoice processing flow including invoice receipt and imaging, electronic acquisition, bill validation data capture and storage, missing invoice procedures and meter number changes
	C.4	Provide the Respondent's approach for continual review and refinement of the data management format and process and how this will be communicated to the Owner.
	C.5	Provide a narrative that describes the system the Respondent intends to incorporate to meet the intent of this RFP, including collecting utility invoice data; managing utility data; managing real time interval data; providing comparison analytics of utility data and real time interval data; and the items listed in Attachment G. Include how the system is predicted to integrate with existing State systems to be determined from the Assessment and Discovery phase. Describe in detail the system intended for managing utility data that satisfies the State's need for comprehensive reporting on energy usage, cost, various trends and savings for each building or any combination or group of buildings. Include information on security, data management, data storage, longevity, relevance, integration with existing data collection and real estate systems, normalization, reporting, alarm notification and user interface.
	C.6	Describe the Respondent's approach for creating and implementing a standard naming and coding convention.
	C.7	Provide a narrative that describes how the Respondent intends to determine the optimum baseline for a one year period for the State as well as a means to benchmark energy performance for individual buildings and facilities to capture and measure energy efficiency savings. Include how unavoidable gaps in the data will be addressed.

	C.8	Describe in a narrative form how the Respondent intends to integrate and validate accuracy of contemporaneous reporting of utility data for viewing, reporting and correlation with invoice data.
	C.9	Describe in narrative form how the Respondent intends to track renewable energy production and use and environmental equivalents.
	C.10	The Respondent shall include screen shots and sample reports from computer software applications that may be part of the proposed graphic systems. This is intended to illustrate how a particular requirement might be met by the Respondent, not a complete submission of all screens, reports, and features.
	C.11	Provide company track record data on upgrading software.
	C.12	Provide a narrative that describes the Respondent's approach to external and internal dashboard use.
	C.13	Provide a narrative that describes the Respondent's plan to track individual energy conservation measures ("ECM") in specific buildings and facilities, and the plans to provide software tools for evaluation, justification, and tracking, along with measurement and verification.
SCORE *(for all Section C— Technical Qualifications, Experience & Approach Items above)*: *(maximum possible score = 40)*		
State Use – Evaluator Identification:		

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION D: SOLUTION CHECKLIST - *Pro Forma* Contract Attachment 1. The Respondent must address all items detailed below and provide any information and documentation as required. The Respondent shall consider all requirements marked with an asterisk as essential items. **All Essential Items will be scored using the following evaluation criteria:**

Available in Off-the-Shelf Software = 1 Point

Available with Custom Programming = .5 Point

Not Available = Non-Responsive

The Solicitation Coordinator will sum the total of all Points for each Respondent and will use the following formula to calculate the Section D Score. If any essential item is considered "not available" then the Respondent may be found non-responsive to this solicitation.

RESPONDENT LEGAL ENTITY NAME:		
	Section D— Solution Checklist	**Score**
	ESSENTIAL SCORE *(for Section D*— Solution Checklist – *Pro Forma* Contract Attachment 1*)*: *(maximum possible score = 8)*	
	NON-ESSENTIAL SCORE *(for Section D*— Solution Checklist – *Pro Forma* Contract Attachment 1*)*: *(maximum possible score = 7)*	
State Use – Solicitation Coordinator Signature, Printed Name & Date:		

Essential Score:

Total Number of points received / Total number of points available	x 8	= SCORE:

Non-Essential Score:

Total Number of points received / Total number of points available	x 7	= SCORE:

Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations

The Solicitation Coordinator will review the response to determine if the Requirement Items are addressed as required and will determine each Respondent's responsiveness. For any item that is not addressed as outlined in the instructions, the Solicitation Coordinator may require clarification from the Respondent.

RFP ATTACHMENT C

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

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

Note to Respondents: During the Pre-Response Conference and Written "Questions & Comments" Events please provide the State with any recommendations of Industry Standards in reference to the Pricing Structure outlined in this RFP.

Refer to "Attachment C - Data Collection Cost Proposal.xlsx"

REFERENCE QUESTIONNAIRE

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

The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment B, Technical Response & Evaluation Guide, Section B, Item B.12.), and for enclosing the sealed reference envelopes within the Respondent's Technical Response.

RFP # 32101-15105 REFERENCE QUESTIONNAIRE

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

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

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

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

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

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

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

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

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

Please respond by entering the appropriate number from the scale below:	

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

RFP # 32101-15105 REFERENCE QUESTIONNAIRE — PAGE 2

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

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

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

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

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

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

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

Please respond by entering the appropriate number from the scale below:	

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

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

RFP # 32101-15105 REFERENCE QUESTIONNAIRE — PAGE 3

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

Please respond by entering the appropriate number from the scale below:	

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

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

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

Please respond by entering the appropriate number from 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: _____

SCORE SUMMARY MATRIX

	RESPONDENT NAME		*RESPONDENT NAME*		*RESPONDENT NAME*	
GENERAL QUALIFICATIONS & EXPERIENCE **(maximum: 15)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH **(maximum: 40)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
SOLUTION CHECKLIST COMPLETION **(maximum: 15)**	**SCORE:**		**SCORE:**		**SCORE:**	
COST PROPOSAL **(maximum: 30)**	**SCORE:**		**SCORE:**		**SCORE:**	
TOTAL RESPONSE EVALUATION SCORE: **(maximum: 100)**						

Solicitation Coordinator Signature, Printed Name & Date:

RFP # 32101-15105 *PRO FORMA* CONTRACT

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

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Department of General Services ("State") and Contractor Legal Entity Name ("Contractor"), is for the provision of TN Utility Data & Energy Management, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

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

A. SCOPE:

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

A.2. Solution**.** Contractor shall provide to the State of Tennessee General Government and Higher Education ("Statewide") a system ("Solution") that shall: (i) collect from State Utility providers "Historic Utility Data," consisting of Utility invoice data ("Utility Data") from July 1, 2012 to the present and "Ongoing Utility Data," consisting of collection of Utility Data from the end of the Historic Utility Data to present and a continuous collection of Utility Data from the Effective Date until the termination of this Contract; and (ii) organize, and provide data trending, analysis, alarming, reporting, the ability to manage, on a continuous forward basis, Ongoing Utility Data for the State's Utility cost and consumption, and provide comparison analytics abilities ("Utility Data Management"). The Solution shall be concurrent with existing accounts payment processes, and shall not result in inaccurate invoicing or billing. The Solution shall include software-as-a-service cloud based service ("Cloud Software as a Service" or "SaaS") on a subscription basis for a commercially available, off-the-shelf product that shall be customized as necessary to conform with the requirements of this Contract.

A "Utility" consists of the following:

a. Electricity;
b. Natural gas;
c. Chilled water;
d. Steam;
e. Propane;
f. Fuel oil;
g. Coal;
h. Domestic water; and
i. Waste/sewer.

A.3 Deliverables. Contractor shall provide the following ("Deliverables") and the State will provide written approval when each Deliverable has been fulfilled to the State's satisfaction:

a. Assessment, Discovery, and Execution Plan.

i. The Contractor shall first undertake "Assessment and Discovery," which includes:

(A) reviewing existing methods of Utility Data invoice processing across all State organizations to identify viable resources, processes and synergies that may simplify, accelerate and compliment this scope of work; and
(B) creating a strategy for the creation and implementation of a Utility Data collection process across all State organizations that minimizes time, impact, and cost without compromising the goals of accuracy, consistency, and speed.
(C) The Assessment and Discovery is also to ensure that the Solution integrates with each State agency, board, or Higher Education organization system of reporting, archiving, invoice approval and accounts payable.
(D) Contractor shall update the State on the status of the Assessment and Discovery phase and provide monthly updates as to Contractor's findings.

ii. Create and Deliver Execution Plan. Contractor shall create and deliver to the State a plan (the "Execution Plan") in which the Contractor shall:
(A) provide for a standard naming and coding convention that is consistent with the broader State of Tennessee Real Estate Asset Management program and the Office of the State Architect COBie standard;
(B) allow for transition of legacy systems;
(C) utilize, where available, industry-led Green Button initiative consisting of a standard for secure reception of electronic Utility Data;
(D) enable Utility Data upload to the General Government accounts payable system, including allowance of review, approval, and error correction prior to payment;
(E) provide proposals for Utility Data upload to the University of Tennessee's and the Tennessee Board of Regents' accounts payable systems, including allowance of review, approval, and error correction prior to payment;
(F) propose the execution of Utility Data upload;
(G) based on allocation information provided by the State, provide for individual whole building Utility Data reports for facilities with multiple meters from the same Utility and where a single meter serves multiple facilities;
(H) include such other matters as directed by the State arising out of Assessment and Discovery; and
(I) provide a prototype Utility Dashboard for demonstration purposes.

b. Baseline Year Identification. Contractor shall identify, subject to consultation with the State and written State Approval, an appropriate twelve (12) month baseline period (the "Baseline Year"). Factors for identification of the Baseline Year shall include the ability to use all Utility Data previously collected by the State, invoice availability, the benefit of historical trending, correlating with the Baseline Year, practicality, and cost.

c. Baseline Year and Historic Utility Data Collection. Contractor shall:

i. establish an electronic means to collect available comprehensive Utility Data invoice cost and consumption data directly from the Utility provider through the Web, e-file, Electronic Data Interchange (EDI), Automated Clearing House (ACH), PDF, or other data collection system, without disruption to the current bill payment system(s). Where electronic collection is not possible, the Utility Data shall be centralized, provided in PDF format, and a means provided for data entry using a standard format agreed to by the State.

ii. create and execute a plan for filling gaps in Utility Data;

iii. collect Baseline Year and Historic Utility Data; and

iv. for facility data not sourced directly through this Contract, provide data sharing with existing State systems to maintain reliable single source of data. Real estate parameters such as gross square footage, full time equivalents, building function, etc. shall be sourced from the State's ARCHIBUS system where available and from Higher Education's real estate database ("Real Estate Management Software"). Where the Real Estate Management Software is incomplete, temporary values for real estate parameters used in setting up the Solution shall be flagged as "unverified" until those values are imported from their source.

d. SaaS Requirements, Customizations, and Utility Dashboard.

i. SaaS requirements. The Contractor shall provide the Solution to the State allowing the State to track and report multiple Utility accounts and buildings. All deliverables in this Section shall include any necessary customizations. The SaaS shall be compatible with State information systems and accessible to and usable by the State.

ii. The Solution shall:
(A) track information for Utility accounts required by this Contract;
(B) allow input of specific State building and facility information including type, square footage, age, function and number of full time employees or employee equivalents;
(C) be customized to allow the State to provide varying access and usability to its end users;
(D) collect and correlate ("Collect and Correlate") Utility Data from the Utility providers so that the Utility Data is reliable, timely and can be shared with other State systems using a standard format agreed to by the State;
(E) have the consistency to allow analysis, reporting and comparison;
(F) allow Management of Ongoing Utility Data on a real time basis ("Real Time Monitoring System") and allow collection of data from the Real Time Monitoring System;
(G) allow for comparison and analysis of Historic Utility Data, Ongoing Utility Data and real time Utility data ("Data Integration");
(H) be compatible with State information systems and approved by the State of Tennessee Office for Information Resources ("OIR") after an opportunity for testing and prior to formal implementation;
(I) encrypt confidential data during transmission and at rest;
(J) be compliant with the State's Enterprise Information Security Policies; and
(K) store data in the Continental united States;

iii. Contractor shall provide a Utility Dashboard.

(A) The Contractor shall customize and configure the SaaS and Utility Dashboard by making it available to all State agencies, departments, boards, and institutions with globally adjustable levels of security depending on the requirements of the State.
(B) The Utility Dashboard shall be configurable by the State as a user interface that organizes and presents data in an informative way and is interactive for designated users.
(C) Contractor shall determine and propose potential data fields for State approval.
(D) Contractor shall provide a user interface including:
(1) internal dashboard for designated State users for Utility Data Management, building operations, and building maintenance; and
(2) external dashboard for public viewing through the State website.

iv. Produce a plan for future developments. The State intends to incorporate the Real Time Monitoring System including use of Utility provided interval meters, building automation systems, monitor based commissioning, fault detection and diagnostics ("FDD"), smart meters networked through the State ZigBee based network and other metering data streams. Contractor shall create a plan for the Solution to integrate with the Real Time Monitoring System in the future (the "Future Developments Plan"). Actual consumption data from these meters shall be incorporated into the Solution by the Contractor as they are available.

v. Metering Services. Contractor shall provide the following metering services:

(A) Metering/real time data field services consisting of the Contractor preparing individual Real Time Monitoring Systems to interface with the Solution.
(B) Field utility meter audits consisting of the Contractor identifying and verifying multiple buildings or facilities that are served from a single Utility meter or a single building or facility served from multiple meters for the same Utility.

e. Baseline Year Management Report. Contractor shall provide a Baseline Year Management Report for Utility usage for:

i. each State owned building or facility;
ii. on an aggregated Statewide basis for all State owned buildings or facilities; and
iii. as otherwise specified by the State.

Utility Data Management shall detect and rectify quality issues such as gaps, spikes, and flat-lines, and manage Utility Data so as to correlate invoices with actual facilities, accounts, meters, consumption, demand, cost, and rates.

f. At the State's request, proof of certification, accreditation, or audit on a yearly basis to the State to validate the hosting solution security. (Examples: SOC 2 Type II/ SOC 3, ISO 27001.)

The State reserves the right to perform Penetration Testing. If the State exercises this right, the Contractor shall allow State employees (or designated third parties) to conduct Security Assessment activities to include control reviews. Review activities include but are not limited to scanning operating systems, web applications, wireless scanning; network device scanning to include routers, switches, and firewall, and IDS/IPS; databases and other applicable systems, including general support structure, that support the processing, transportation, storage, or security of State information for vulnerabilities.

At the completion of the contact the vendor will destroy all hard copy digital data and will sanitize all confidential digital data.

A.4. Project Plan and Schedule. The Contractor shall provide a preliminary schedule that includes the time of completion for each Deliverable. The project schedule shall be finalized, subject to the State's approval, during the Assessment and Discovery phase. The Contractor shall work with the State Project Manager to develop a master Project Management Plan that describes the approach, activities, duration, risks, and implementation for all project work. The State will provide written acceptance of the Contractor's Project Management Plan. The State will be responsible for the master Project Management Plan. The Contractor shall prepare and provide to the State Project Manager the following for inclusion in the master Project Management Plan:

a. Project Schedule: a schedule baseline that will be used as a reference point for managing project progress;
b. Risk Management Plan: explains how project risks will be managed; and
c. Issue Management Plan: explains how project issues will be documented, tracked and reported, including the process for escalating issues for joint management decision by the Contractor and the State.

The Contractor shall designate a single project manager ("Project Manager") to serve as the Contractor's primary point of contact for all activities and issues. The Contractor shall ensure its Project Manager provides sufficient management of the project to ensure all project activities are performed efficiently, accurately, and on schedule. The Contractor Project Manager shall coordinate as necessary with the State Project Manager to ensure Contractor activities are managed consistently with overall Contract requirements.

The Schedule Table provides duration days that shall be counted as starting on the Effective Date.

Schedule Table	
Item	**Duration (consecutive business days)**
Notice to proceed	**1**
Assessment, Discovery and Execution Plan	**80**
Baseline Year identification	**180**
Collect Baseline Utility Data and Historic Utility Data	**260**
SaaS requirements, customizations, and Utility Dashboard	**260**
A process established and in service for active collection of Utility Data	**390**
SaaS is on-line and functional and an active process of Utility Data	**780**

A. 5. Meeting Requirements. Throughout the Term, the Contractor shall meet with the State as requested by the State on a monthly basis. The meetings will be held at a State facility unless otherwise directed by the State. The Contractor shall provide a summary of the minutes of each meeting to the State no later than five (5) business days after the meeting. The State shall have the right to designate attendees to attend meetings with Contractor. Contractor shall attend the following meetings, which includes without limitation, the following:

a. Progress meetings to discuss status of tasks, schedules, or other project management issues. Contractor's key personnel shall attend all meetings with the State unless otherwise directed by the State.

b. Each meeting of the State project team.

A.6. Recurring Services. Services provided on a recurring basis ("Recurring Services") shall not be provided by Contractor or paid for by the State until after the State formally accepts and approves all of the Deliverables in section A.3.

a. Collect and organize Ongoing Utility Data. Utility Data collection must be concurrent with existing bill payment processes with no interruption of payment, no duplication of invoices, and no double payment of invoices. Contractor shall provide continuous Utility Data collection entry from the date of the Historic Utility Data through the termination of this contract.

b. SaaS subscription. The State shall not be responsible for managing or controlling the underlying cloud infrastructure, which includes network, servers, operating systems, storage, or individual application capabilities, with the possible exception of limited user-specific application configuration settings. The Contractor shall, in accordance with the terms and conditions of this Contract, provide to an unlimited number of State users uninterrupted and continuous access to the Solution 24 hours a day, 365 days a year. The Contractor shall comply with the Security Standards set forth in Contract Attachment 4 or as otherwise directed by the State, in writing.

A.7 Disaster Recovery. System operations must provide the capability to recover from disaster within 24 hours. A daily backup of the entire system must be completed between the hours of 6:00 p.m. and 6:00 a.m. Central Time. The system must create and designate, by standard names, daily backups.

A.8. Technical Support & Maintenance. The Contractor shall provide technical support by telephone and email to the State during the Term. Contractor provided technical support is intended to provide State staff (business and technical) with a means to obtain answers to questions about the use and support of the Solution. Technical support is not intended to be the means by which other services outlined within this Contract's Scope are provided. Specifically, technical support is not the provision of:

a. On-site assistance with the installation/implementation of Solution upgrades and new releases;
b. On-site assistance related to recovery of the Solution from a disaster;
c. Training services and documentation;
d. Programming, configuration and customization services; and
e. Problem resolution and response, although the identification or recognition of a problem in need of resolution and response may occur as a result of a technical support incident.

Contractor shall provide technical support during the hours of 6:00 A.M. CST and 6:00 P.M. CST, Monday through Friday, excluding those days designated by the State as holidays ("Technical Support Hours of Operation"). The State will designate at least ten (10) employees who are authorized to use Contractor's technical support services. Contractor's technical support functions must be staffed by employees who are qualified to answer all questions related to using the Solution and who are reasonably accessible during technical support hours of operation. Accessibility is defined as the ability to retrieve messages, whether email or voice mail, and to reply to messages within one hour of receipt or no later than 9:00 A.M. CST is the next business day for those messages delivered to Contractor after 5:00 P.M. CST.

A.9. Training Services and Documentation. Contractor shall provide Solution specific training services to the State for up to one hundred (100) training hours per year, at such locations designated by the State. Contractor shall make the training sessions available for: (1) at least twenty (20) State employees per training session in Nashville; (2) at least ten (10) State employees for training sessions held in Knoxville, Chattanooga and Memphis, TN; and (3) Web based training sessions for at least fifty (50) attendees per training session. All Solution documentation, whether current or produced in the future, shall be provided by the Contractor. Solution documentation includes but is not limited to:

a. User manual;
b. Quick reference user's card;
c. Operations manual;
d. Procedure manual;
e. Reporting;
f. Comparative analysis;
g. Data entry; and
h. Benchmarking.

A.10. Programming, Configuration, and Customization Services. All Contractor programming, configuration, and customization services, whether in the form of Deliverables, Recurring Services, or Task Orders shall include the following:

a. On-site assistance with the installation/implementation of Solution upgrades and new releases;
b. Services related to implementation procedures for effective utilization of the Solution;
c. Configuration of system functionality;
d. Creation of custom views;
e. Creation of custom reports;
f. Modification of custom reports; and
g. Items indicated as available on the Solution checklist set forth in Attachment 1.

The Contractor is required to fully test and review all programming, configuration and customization prior to delivery to the State. This may include, at the State's option, unit testing, integration testing, system testing, capacity testing, and regression testing. Contractor shall establish and maintain the technical environment necessary to enable this testing to be performed on the Contractor's premises. Upon delivery to the State of programming, configuration and customization, Contractor shall deliver documentation of the testing efforts performed and the testing results. All programming, configuration and customization shall

function accurately and without error at the time of delivery to the State. The State reserves the right to perform testing to verify that the programming, configuration, and customization delivered to the State is accurate and free of any errors. Contractor shall promptly correct any issues that are identified as a result of the State's testing.

A.11. Problem Reporting and Response. Contractor shall expeditiously respond to problem reports as set forth in this Section. A problem is defined as a failure of the Solution, in whole or in part, or the generation by the Solution of an incorrect or inconsistent result. Problems are not defined as less than desirable or less than preferable processing, reporting, or presentation of data by the Solution; these are enhancements (refer to severity level 4 below).

Problems may be identified through a number of means. Regardless of the means of identification, once a problem is identified, the State will log the problem by assigning the incident a unique incident number. The State will assign a severity level (refer to the severity level definitions below) to the problem at the time the incident is logged. The resulting incident log is the official record of outstanding issues to be addressed between the State and the Contractor. The State may in the future choose to use the State's Help Desk to facilitate the incident logging, reporting, response, and tracking.

The State will report a problem to the Contractor by emailing, or by telephone for urgent problems, and describe the problem to the Contractor's designated staff. The State will designate no more than ten (10) employees who are authorized to report problems to the Contractor and receive problems reports on behalf of the State.

Severity Level Definitions

Severity 1: This is a problem that results in a complete failure of the Solution.

Severity 2: This is a problem that results in the complete failure of a subsystem, a key business or technical function, or of a software unit within the Solution but, there is a documented, acceptable alternative that will yield the desired result. Note that if there is not a documented, acceptable alternative that will yield the desired result, the incident will be reclassified as a Severity 1 deficiency.

Severity 3: This is a problem that results in the Solution or a unit of the Solution producing incorrect, incomplete, or inconsistent results, but not one that results in the failure of the complete Solution (Severity 1), or of a subsystem, key business or technical function, or software unit within the Solution (Severity 2). There is a documented, acceptable alternative that will yield the desired result. Note that if there is not a documented, acceptable alternative that will yield the desired result, the incident will be reclassified as a Severity 2 deficiency.

Severity 4: This is a problem that results in a less than desirable or less than preferable processing, reporting, or presentation of data by the Solution, whether upon input or after storage in the database, but is not one that results in the failure of the complete Solution (Severity 1), or of a subsystem, key business or technical function, or software unit within the Solution (Severity 2), or the Solution or a unit of the Solution producing incorrect, incomplete, or inconsistent results (Severity 3). There is a documented, acceptable alternative that will yield the desired result. Note that if there is not a documented, acceptable alternative that will yield the desired result, the incident will be reclassified as a Severity 3 deficiency.

For purposes of this Section, acceptability of alternatives shall be determined in the State's sole and exclusive discretion.

Contractor shall respond to the problem report as described below, depending upon the assigned severity level. Contractor may request an extension for those problems, not the fault of the Contractor, that cannot be resolved within the timeframes set forth below, which will not be

unreasonably withheld by the State. The State may, at its sole option, receive a pro rata refund or credit for the failure of Contractor to meet the deadlines set forth in this table:

	Severity 1 Problem	**Severity 2 Problem**	**Severity 3 Problem**	**Severity 4 Problem**
Acknowledgement of Receipt of Problem Report	Within the same business day of receiving the problem report.	Within one (1) business day of receiving the problem report.	Within one (1) business day of receiving the problem report.	Within one (1) business day of receiving the problem report. Indication should be given of whether or not resolution to the deficiency will be addressed with the next major product release.
Resolution of the Deficiency	Within one (1) business day from the time of first reporting or prior to the end of the Contract Term, whichever comes first.	Within five (5) business days from the time of first reporting or prior to the end of the Contract Term, whichever comes first	Within thirty (30) calendar days from the time of first reporting or prior to the end of the Contract Term, whichever comes first	Within sixty (60) calendar days from the time of first reporting or prior to the end of the Contract Term, whichever comes first

A.12. Data Ownership and Copies. The State shall own all Utility Data input and Utility Data Management output (collectively "State Data") in the Solution. The Contractor shall properly secure all State Data and provide off site back up in accordance with section A.8.Disaster Recovery. Upon termination of this Contract, the Contractor shall have a duty to return all State Data to the State without additional charge and in such format as requested by the State. Contractor shall provide a copy of all State Data in such format and at such time intervals as directed by the State during the Term.

A.13. Warranty. Contractor 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 Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

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

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

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services.

A.14. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver

the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

A.15. Change Orders. The State may, at its sole discretion and with written notice to the Contractor, request changes in the scope of Sections A.2. thru A.12 that are necessary but were inadvertently unspecified in this Contract ("Change Orders").

a. Change Order Creation. After receipt of a written request for a Change Order from the State, the Contractor shall respond to the State, within a maximum of ten (10) business days, with a written proposal for completing the service. Contractor's proposal must specify the:

i. effect, if any, of implementing the requested change(s) on all other services required under this Contract;
ii. specific effort involved in completing the change(s);
iii. expected schedule for completing the change(s);
iv. maximum number of person hours required for the change(s); and
v. maximum cost for the change(s)— this maximum cost shall in no instance exceed the product of the person hours required multiplied by the appropriate payment rate proposed for such work.

The Contractor shall not perform any Change Order until the State has approved the proposal. If approved, the State will sign the proposal, and it shall constitute a Change Order between the Contract Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract.

b. Change Order Performance. The Contractor shall complete the Change Order upon receipt of same from the State. The State will be the sole judge of the acceptable completion of work and, upon such determination, shall provide the Contractor written approval.

c. Change Order Remuneration. The State will compensate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved Change Order, without a formal amendment of this Contract, shall be paid in accordance with and further limited by Contract Section C.3., PROVIDED THAT, the State shall be liable to the Contractor only for the cost of the actual goods or services provided to complete the necessary work, not to exceed the maximum cost for the change detailed in the Change Order. In no instance shall the State be liable to the Contractor for any amount exceeding the maximum cost specified by the Change Order authorizing the goods or services. Upon State approval of the work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.

B. TERM OF CONTRACT:

B.1. Date. This Contract shall be effective on January 4, 2016 ("Effective Date") and extend for a period of thirty-six (36) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to seven (7) 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 one hundred twenty (120) months.

B.3. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of one hundred twenty (120) months.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Written Dollar Amount ($Number) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

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

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

a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A. Each Deliverable shall be formally accepted and approved in writing by the State prior to payment. Recurring Services Fees shall not commence until all of the Deliverables are formally accepted and approved by the State in writing.

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

A.3. Deliverables	Fees
Completion and State approval of **Assessment, Discovery, and Execution Plan as detailed in Contract Section A.3.a.**	$
Completion and State approval of **Baseline Year Identification as detailed in Contract Section A.3.b.**	$
Completion and State approval of **Baseline Year Utility Data and Historic Utility Data Collection as detailed in Contract Section A.3.c.**	$
Completion and State approval of **SaaS Requirements, Customizations, and Utility Dashboard as detailed in Contract Section A.3.d.**	$
Completion and State approval of **Baseline Year Management Report as detailed in Contract Section A.3.e.**	$

Recurring System Fees.

A.4. Recurring Services Fees			
Item	**Year 1** ***Date to Date*** **Monthly Fee**	**Year 2** ***Date to Date*** **Monthly Fee**	**Year 3** ***Date to Date*** **Monthly Fee**
SaaS Subscription Fee as detailed in Contract Section A.4.b.			
Ongoing Utility Data Collection Fee as detailed in Contract Section A.4.a.			

Item	**Renewal Year 1** ***Date to Date*** **Monthly Fee**	**Renewal Year 2** ***Date to Date*** **Monthly Fee**	**Renewal Year 3** ***Date to Date*** **Monthly Fee**	**Renewal Year 4** ***Date to Date*** **Monthly Fee**	**Renewal Year 5** ***Date to Date*** **Monthly Fee**	**Renewal Year 6** ***Date to Date*** **Monthly Fee**	**Renewal Year 7** ***Date to Date*** **Monthly Fee**
SaaS Subscription Fee as detailed in Contract Section A.4.b.							
Ongoing Utility Data Collection Fee as detailed in Contract Section A.4.a.							

c. Change Orders. The Contractor shall be compensated for changes requested and performed pursuant to Section A.15: (i) without a formal amendment of this Contract; (ii) based upon the payment rates detailed in the schedule below; (iii) upon completion of the Proposal and Order forms contained in Attachment 2; (iv) as agreed pursuant to Section A.15; (v), provided that compensation to the Contractor for such "change order" work shall not exceed seven percent (7%) of the Maximum Liability detailed in section C.3.b. If, at any point during the Term, the State determines that the cost of necessary "change order" work would exceed the maximum amount, the State may amend this Contract to address the need.

Service Description	**Amount** (per compensable increment)
	$ Amount per hour
NOTE: The Contractor shall not be compensated for travel time to the primary location of service provision.	

C.4. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the current "State Comprehensive Travel Regulations."

The Contractor must include (in addition to other invoice requirements of this Contract) a complete itemization of requested travel compensation and appropriate documentation and receipts as required by the "State Comprehensive Travel Regulations."

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

State Agency Billing Address

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

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

b. Contractor's invoices shall:

i. 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;
ii. 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;
iii. Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
iv. 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.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

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

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

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

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

i. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number in the Substitute W-9 Form must be the same as the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID.

D. MANDATORY TERMS AND CONDITIONS:

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

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

The State:

State Contact Name & Title
State Agency Name
Address
Email Address
Telephone # Number
FAX # Number

The Contractor:

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

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

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

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

D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

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

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

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

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

D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any

other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

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

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 3, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

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

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

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not:

i. a United States citizen;
ii. a Lawful Permanent Resident;
iii. a person whose physical presence in the United States is authorized;
iv. allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or
v. is otherwise authorized to provide services under the Contract.

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

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

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

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

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

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

D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for:

i. intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights;
ii. any claims covered by any specific provision in the Contract providing for liquidated damages; or
iii. any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

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

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor,

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

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

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

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

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

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

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

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

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number or federal employer identification number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing

coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.
All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

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

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars ($50,000) must be approved by the State. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.
The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

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

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

a. Commercial General Liability Insurance

(1) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

(2) The Contractor shall maintain bodily injury/property damage with a combined single limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate for bodily injury and property damage, including

products and completed operations coverage with an aggregate limit of at least two million dollars ($2,000,000).

b. Workers' Compensation and Employer Liability Insurance

(1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

(2) Workers' compensation and employer liability insurance in the amounts required by appropriate state statutes; or

(3) 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.

(4) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

(A) The Contractor employees fewer than five (5) employees;

(B) The Contractor is a sole proprietor;

(C) The Contractor is in the construction business or trades with no employees;

(D) The Contractor is in the coal mining industry with no employees;

(E) The Contractor is a state or local government; or

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

D.23. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.24. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

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

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

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

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

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

D.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 Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor:

i. cease payment of the fees until Contractor resumes performance of the affected obligations; or
ii. immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.26. State and Federal Compliance. The Contractor 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 Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.

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

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;

b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);

c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;

d. the State solicitation, as may be amended, requesting responses in competition for this Contract;

e. any technical specifications provided to proposers during the procurement process to award this Contract; and

f. the Contractor's response seeking this Contract.

E. SPECIAL TERMS AND CONDITIONS:

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

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

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

E.3. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor'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 Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

E.4. Work Papers Subject to Review. The Contractor 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.5. Intellectual Property. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged

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

E.6. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.

E.7. Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

STATE AGENCY NAME:

NAME & TITLE **DATE**

ATTACHMENT 1

Solution Checklist. Solution requirements listed in the Solution checklist are not absolute, but the below responses shall be incorporated into the final contract document. Requirements that are considered essential are marked with an asterisk (*). Place "X" in appropriate column.

a.	**Enterprise Utility Invoice Data Collection**	Available in Off-the-Shelf Software	Available with Custom Programming	Not Available
i.	*Enter and track any type of energy or non-energy utility invoice for any commodity			
ii.	*Enter and track any level of invoice detail			
iii.	*Auto-complete of input fields for sequential entries			
iv.	Invoice entry screen shows or links to history with trending table and graphs			
v.	*Invoice error check at time of entry for out of range (adj.) for any field			
vi.	*Invoice error check reporting for out of range (adj.) for any field			
vii.	Invoice error check at time of entry for percent deviation from previous entry and previous year (adj.) for any field			
viii.	Invoice error check reporting for percent deviation from previous entry and previous year (adj.) for any field			
ix.	*Invoice error check at time of entry for missing invoice(s)			
x.	*Invoice error check reporting for missing invoice(s)			
xi.	*Invoice error check at time of entry for void field(s)			
xii.	*Invoice error check reporting for void field(s)			
xiii.	Invoice error check at time of entry for user defined irregularities			
xiv.	Invoice error check reporting for user defined irregularities			
xv.	*Invoice error check at time of entry for duplicates			
xvi.	*Invoice error check reporting for duplicates			
xvii.	*Invoice error check at time of entry for date gap or overlap			
xviii.	*Invoice error check reporting for date gap or overlap			
xix.	Invoice audit to confirm utility rate and identify rate change opportunities			
xx.	*Online electronic data collection by means of e-bills, HTML or similar from utilities so equipped			
xxi.	*Online electronic collection of interval data from utilities so equipped			
xxii.	Online electronic collection of historical utility data by means of e-bills, HTML or similar from utilities so equipped			

xxiii.	*Electronic data collection by means of Electronic Data Interchange (EDI) from utilities so equipped			
xxiv.	*Electronic data collection by means of Automated Clearing House (ACH) from utilities so equipped			
xxv.	After initial electronic data transfer, only incremental data changes are uploaded			
xxvi.	*Automated data entry by means of optical character recognition (OCR) of PDF file or scanned invoice			
xxvii.	*Invoice importing from flat file format (spreadsheet)			
xxviii.	Batch entry capability for flat files (spreadsheet)			
xxix.	*Portal for manual data entry of invoice			
xxx.	Manual invoice data entry screen layout looks like actual invoice			
xxxi.	*Each invoice is archived and a link exists to a scanned image for printing and viewing			
b.	**Enterprise Utility Data Management**	Available in Off-the-Shelf Software	Available with Custom Programming	Not Available
i.	*Allocate usage and cost from single meter to multiple buildings based on defined parameters such as square footage and percentage			
ii.	Allocate usage and cost for any facility or to a specific business unit within any facility for tracking and potential chargeback			
iii.	*Accepts data from sub-meter, smart meter or interval meter to allocate actual usage and cost from single campus meter to multiple buildings			
iv.	Invoice approval process with automatic notification and multiple levels of approval			
v.	*After data entry, auditing and approval(s), the enterprise system of data collection exports invoice data to Oracle, the General Government accounts payment software			
vi.	After data entry, auditing and approval(s), the enterprise system of data collection exports invoice data to IRIS, the UT accounts payment software			
vii.	After data entry, auditing and approval(s), the enterprise system of data collection exports invoice data to Banner by Elucian, the TBR accounts payment software			
viii.	*No limit on number or levels of facilities, accounts, meters, or utility providers			
ix.	Outline type hierarchical view for navigation			
x.	Ability to change the unit of measure on previously entered invoices by vendor or by account(s), on individual invoices or group of invoices			

xi.	Wizard setup for new accounts, meters and facilities within Software Solution			
xii.	Quick setup for new accounts, meters and facilities using Excel template for importation to Software Solution			
xiii.	Wizard deactivation for discontinued accounts, meters and facilities			
xiv.	Data inputs that are temporary can be flagged as “unverified” or “temporary” until proven			
xv.	Capable of unbundling complex account to itemize for individual utilities the accurate unit of measure, consumption and cost.			
c.	**Enterprise Energy Management**	Available in Off-the-Shelf Software	Available with Custom Programming	Not Available
i.	*Baseline creation for any utility or combination of utilities for any period			
ii.	*Internal benchmarking of any facility or group of facilities to establish a normalized relative starting point against which improvements in efficiency can be measured			
iii.	*External benchmarking of any group of buildings to national database(s) including Energy Star Portfolio Manager			
iv.	*Creation and tracking of energy reduction targets			
v.	*Tracking and trend analysis			
vi.	*A notification system including graphics, text message and e-mail for pre-defined conditions with adjustable sensitivity based on variation in cost, consumption or demand			
vii.	*Capable of longitudinal benchmarking to compare the energy usage of each facility for a user defined period to past performance for the same period			
viii.	*Automated Energy Star Portfolio Manager (PM) data exchange to maintain current PM record and for reporting, tracking and comparing Energy Star statistics through the Software Solution			
ix.	Alarming for data breaks that prevent current score in Energy Star Portfolio Manager record.			
x.	*Weather normalization of data based on industry accepted, commercially available third party weather data for specific geographic areas in Tennessee for inclusion in energy comparisons for any user-defined time period			
xi.	*Calendar normalization of data to reflect actual monthly day count			
xii.	Schedule normalization of data to reflect different hours of operation			
xiii.	*Occupancy normalization of data to reflect			

	change in occupancy full time equivalents (FTE)			
xiv.	Functional use normalization of data to reflect different type of facility use			
xv.	Enter and track building specific energy conservation measure (ECM) with software tools for justification, tracking, evaluation, and measurement in accordance with the International Performance Measurement & Verification Protocol (IPMVP)			
xvi.	Enter and track program specific ECM across different facilities with software tools for summing, justification, tracking, evaluation, and measurement in accordance with the International Performance Measurement & Verification Protocol (IPMVP)			
xvii.	ECM total cost of ownership (TCO) algorithm including first cost, operation, maintenance, deferred maintenance / cost avoidance and capitalization in accordance with industry standards including the International Performance Measurement & Verification Protocol (IPMVP)			
xviii.	External URL links for facilities, accounts, meters and utility providers			
xix.	Monitoring and tracking of renewable energy			
xx.	Baseline energy consumption modeling to predict the expected energy usage for user defined facility or facilities based on key drivers such as weather, occupancy, time of day/week, and other variables to allow energy savings calculations, near-future load predictions, energy use comparisons, and energy anomaly detection			
d.	**Reporting & Graphics**	Available in Off-the-Shelf Software	Available with Custom Programming	Not Available
i.	*Comprehensive reporting on energy usage, cost and savings for each building or any combination or group of buildings			
ii.	*Unlimited user-defined group or groups of facilities for reporting			
iii.	*Comprehensive reporting on environmental impact that references a living, web-based standard for local GHG, CO2 equivalencies and other metrics based on ecosystem, health, materials and emission			
iv.	GHG calculations account for on-site renewable energy to differentiate between total utility-purchased energy and total building energy			
v.	*User defined time intervals including			

	current, monthly, year-to-date, fiscal year and custom			
vi.	Capable of providing annual reporting for multiple Fiscal Years for a designated state organization the detailed invoice cost and consumption information including inconsistencies and recovered charges.			
vii.	*Adjustable metrics including time period, facility, site, department, occupants, facility type, and location			
viii.	*Standard and custom reporting capability within Software Solution			
ix.	*Standard and custom reporting capability for export in Word, Excel, CSV, and PDF formats			
x.	Custom report setups that can be saved by unique user for repeated use			
xi.	Data representation in standard and user defined reports, tables, charts and graphs			
xii.	* Multiple user-selected data points can be plotted on a single chart or graph, for example, normalized trend data overlay of baseline year and each subsequent year on the same graph			
xiii.	Issues log function to identify issues and opportunities, assign responsibility and track to resolution			
xiv.	Wizard setup for generating reports			
xv.	Direct emailing with the Software Solution			
xvi.	Allows user to annotate charts and displays and will store those annotations			
xvii.	*Web based configurable public dashboard display for viewing of owner-defined aspects of energy program through an industry standard browser with no special software			
xviii.	*Web based configurable private dashboard display for interactive viewing of owner-defined aspects of energy program through an industry standard browser with no special software			
xix.	Condenses large amounts of real-time and historical energy usage data into a graphical format that is rich, intuitive and user friendly			
xx.	Heat map visualization to allow color coding to denote the magnitude of energy usage for a user defined time period			
e.	**Real-Time / Interval Data Integration**	Available in Off-the-Shelf Software	Available with Custom Programming	Not Available
i.	*Imports, stores, tracks and analyzes real-time / interval data from any utility smart meter including electricity, gas, water, steam			
ii.	*Imports, stores, tracks and analyzes sub-hourly (15 or 30 minute) real-time / interval consumption and demand data from utility			

	provided electric interval meters in CSV or other industry standard format			
iii.	Imports, stores, tracks and analyzes sub-hourly (15 or 30 minute) real-time / interval data including KVAR, power factor, electric current, and voltage from utility provided electric interval meters in CSV or other industry standard format			
iv.	*Imports, stores, tracks and analyzes sub-hourly (15 or 30 minute) real-time / interval consumption and demand data from ZigBee based smart meter / sub-meter in CSV or other industry standard format			
v.	Imports, stores, tracks and analyzes sub-hourly (15 or 30 minute) real-time / interval data including KVAR, power factor, electric current, and voltage from ZigBee based smart meter / sub-meter in CSV or other industry standard format			
vi.	*Imports, stores, tracks and analyzes sub-hourly (15 or 30 minute) real-time / interval consumption and demand data from BACnet based building automation system (BAS) smart meter / sub-meter			
vii.	Imports, stores, tracks and analyzes sub-hourly (15 or 30 minute) real-time / interval data including KVAR, power factor, electric current, and voltage from BACnet based Building automation system (BAS) smart meter / sub-meter			
viii.	*Capable of real-time / interval metering at defined whole building, sub-panel, area or equipment level			
ix.	*Capable of real-time / interval metering at defined renewable energy source			
x.	*Direct collection of real-time / interval data from remote readable meters for any utility using industry standard communication protocols			
xi.	*Capable of consolidating reading from multiple meters at the same interval			
xii.	*Data confirmation to detect quality issues such as gaps, spikes, and flat-lines and provide option to automatically fill and / or correct data			
xiii.	*Time series load profiling of interval energy usage versus time for user defined time period and user defined data points including plotting of multiple user defined data points on a single chart or graph			
xiv.	Capable of integration with building control systems to take advantage of existing metering data including Alerton BACtalk, Automated Logic WebCTRL, Siemens Apogee, JCI Metasys, etc.			
xv.	Capable of monitoring and tracking			

	automatic demand response (ADR) from building level ADR systems including Alerton BACtalk, Automated Logic WebCTRL, Siemens Apogee, JCI Metasys, Certified ZigBee, Schneider TAC, etc.			
xvi.	Provides options to add future features such as direct data collection from automated equipment or system level fault detection & diagnostics (FDD)			
xvii.	Confirmation of utility invoice data with real-time data			
xviii.	*Notification and alarming of real-time monitoring and trending anomalies of utility data with adjustable sensitivity			
xix.	Supports the ESPI Green Button standard for XML import format and automatic data transfer			
xx.	*Allocation of utility cost within a facility based on smart meter / sub-meter, square foot or percentage by means of rate schedules			
f.	**Security**	Available in Off-the-Shelf Software	Available with Custom Programming	Not Available
i.	*Security of data entry is adjustable to control access by individuals, groups or organizations			
ii.	*Security of data management is adjustable to control access by individuals, groups or organizations			
iii.	*Security of energy management is adjustable to control access by individuals, groups or organizations			
iv.	*Secure web based private portal requiring login username and password for interactive viewing, analysis and reporting of owner-defined aspects of energy program through an industry standard browser with no special software			
v.	*Varying levels of user access to specific building(s), group(s) of buildings, agency, department or institution			
vi.	*Varying levels of user access ranging from read-only to Administrative			
vii.	*No limit to number of simultaneous users			

CONTRACT ATTACHMENT 2 EXHIBIT A

CHANGE ORDER
TASK ORDER REQUEST FOR PROPOSAL FORM

State of Tennessee - Department of General Services

Contractor: Name and Address

Task Order No.:

1) Submission of a response to this Task Order Request for Proposal constitutes acknowledgement that Contractor has received, read, and understands the Request for Proposal and related documents; and, if applicable, has visited the site and become familiar with local conditions under which work is to be performed, has correlated observations with requirements of documents which pertain to this work, and submits a response in accordance therewith.

2) A response to this Task Order Request for Proposal constitutes an offer open and irrevocable for a period of thirty (30) days following the date of the Contractor's signed submission, and that upon acceptance, as evidenced by a signed Task Order, by the State shall become binding under the terms of Contract Name & #.

3) Work performed in response to this request shall be commenced on a date to be stipulated in the Task Order, when issued; and shall be completed no later than (Number of days) from the date of commencement, subject to authorized adjustments.

4) The response to this Task Order Request for Proposal shall include a not to exceed budget for performing the proposed work, such budget shall include all estimated reimbursable expenses and any other costs associated with the performance of the work by Contractor.

ACCEPTANCE BY STATE: This Task Order Request for Proposal Form is hereby accepted and the Contractor is bound to perform the Work as described in this agreement when executed by the undersigned.

Project Manager: _____

Phone: _____

Email: _____

Date: _____

CONTRACT ATTACHMENT 2 EXHIBIT B

CHANGE ORDER
TASK ORDER FORM

State of Tennessee - Department of General Services

Contractor: Name and Address

Task Order No.:

1) Please consider this Task Order as your notice to proceed with the work (the "Work"), set forth in the Proposal which has been attached hereto and shall be considered a part of this Task Order. This Task Order is issued pursuant to the terms of **TN UTILITY DATA & ENERGY MANAGEMENT** Contract #_____**.**

2) The approved budget for the Work is (Amount in Words) ($Number). This is a "Not to Exceed" budget and includes amounts for all reimbursable expenses (as defined Section 3.C.b) that may be payable in connection with the completion of the Work. No amounts will be paid by the State in connection with the Work unless such sums have been previously approved in writing by the State. Services requested under this Task Order shall be complete by no later than Days (Number) calendar days from the date of commencement, subject to authorized adjustments as stipulated in the Contract. Hourly rates used to determine the Contractor's proposed budget for this Task Order shall be in accordance with Contract Section C.. Contractor is allowed to invoice for services every _____ days/Contractor is only allowed to invoice for services when the Task Order has been completed. (Choose One)

Please reference the Contract Number, the Task Order Number and the Task Order Title and Location on all correspondence and invoicing related to this Task Order. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures.

ACCEPTANCE BY STATE: This Task Order is hereby accepted and the Contractor is bound to perform the Work as described in this agreement when executed by the undersigned.

Tennessee Department of General Services: -
_____

Contract Administrator Approval: _____

Date: _____

CONTRACT ATTACHMENT 3

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

CONTRACT ATTACHMENT 4

Security Standards

As of the Effective Date of the Contract, Contractor will abide by the security standards set forth below ("Security Standards").

1. Security Policies and Personnel. Contractor has and will maintain a managed security program to identify risks, implement preventative technology as well as technology and processes for common attack mitigation. This program is and will be reviewed on a regular basis to provide for continued effectiveness and accuracy. Contractor has, and will maintain, a full-time information security team responsible for monitoring and reviewing security infrastructure for Contractor networks, systems and services, responding to security incidents, and developing and delivering training to Contractor employees on compliance with Contractor security policies.

2. Data Transmission. The State's account will have Hypertext Transfer Protocol Secure (HTTPS) enabled by default. Information sent via HTTPS is encrypted from the time it leaves Contractor until it is received by the recipients' computer.

3. Incident Response. Contractor has an incident management process for security events that may affect the confidentiality, integrity, or availability of its systems or data. This process specifies courses of action, procedures for notification, escalation, mitigation, and documentation. The incident response program includes 24x7 centralized monitoring systems and on-call staffing to respond to service incidents.

4. Access Control and Privilege Management. Contractor restricts access to its systems to operational personnel. Contractor requires such personnel to have unique IDs and associated cryptographic keys. These keys are used to authenticate and identify each person's activities on Contractor systems, including access to data. Upon hire, operational personnel are assigned unique keys. Upon termination, these keys are revoked. Access rights and levels are based on an employee's job function and role, using the concepts of least-privilege and need-to-know to match access privileges to defined responsibilities.

5. Network Management and Security. The data centers utilized by Contractor maintain industry standard fully redundant and secure network architecture with reasonably sufficient bandwidth as well as redundant network infrastructure to mitigate the impact of individual component failure. The Contractor information security team utilizes industry standard utilities to provide defense against known common unauthorized network activity, monitors security advisory lists for vulnerabilities, and undertakes regular external vulnerability audits.

6. Data Center Environment and Physical Security. The data center environments which are utilized by Contractor in connection with its provision of the Service employ the following security measures:

   - A security organization responsible for physical security functions 24x7x365.
   - Access to areas where systems or system components are installed or stored within data centers is restricted through security measures and policies consistent with industry standards.
   - N+1 uninterruptable power supply and HVAC systems, backup power generator architecture and advanced fire suppression.

Attachments G-P

Please see attachments G-P labeled respectively:

G. EMPOWER TN Utility Data, Energy Management & Infrastructure Diagram*

H. DGS-FRF Site & Account List

I. General State Government Account Statistics

J. University of Tennessee Site and Account List

K. Tennessee Board of Regents Site and Account List

L. DGS-FRF Known Facility Allocation List

M. List of Potential Consumption Data Fields

N. List of Example Accounts Payable Debit ACH Data Fields

O. List of Example Accounts Payable Electronic Funds Transfer Data Fields

P. State of Tennessee Real Estate Portfolio