



**STATE OF TENNESSEE
DEPARTMENT OF HEALTH**

**REQUEST FOR PROPOSALS
FOR**

**Provision of WIC Fiscal Intermediary Services For The
Special Supplemental Nutrition Program For Women,
Infants, and Children (WIC), Farmers' Market Nutrition
Program (FMNP), and Senior Farmers' Market Nutrition
Program (SFMNP)**

RFP # 34353-14817

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1. INTRODUCTION

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

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

1.1 Statement of Procurement Purpose

The State intends to secure a contract for the provision of WIC fiscal intermediary services for the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), Farmers Market Nutrition Program (FMNP), and Senior’s Farmers’ Market Nutrition Program (SFMNP). It is anticipated that there will be a transition to Electronic Benefits Transfer (EBT) which is federally mandated on or before October 1, 2020.

The following is an estimate that the State believes it will cost to implement and maintain the following services for the entire Contract term: \$2,200,000.

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

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

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

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

1.3. Nondiscrimination

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

1.4. RFP Communications

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

RFP # 34353-14817

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:

Brandon Silby, Solicitation Coordinator
 Department of General Services
 Central Procurement Office
 3rd Floor WRS TN Tower
 312 Rosa L. Parks Avenue
 Nashville, TN 37243-1102
 615-532-2440
Brandon.Silby@tn.gov

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

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

Helen Crowley, Compliance Team Lead
 Central Procurement Office
 Department of General Services
 WRS Tennessee Tower, 3rd Floor
 312 Rosa L. Parks Ave.
 Nashville, TN 37243
 615-741-3836
Helen.Crowley@tn.gov

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other

means deemed reasonable by the State. For internet posting, please refer to the following website: <http://tn.gov/generalservices/article/request-for-proposals-rfp-opportunities>.

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

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

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

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

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

1.7. **Pre-Response Conference**

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

The conference will be held at:

Tennessee Department of Health
Andrew Johnson Tower
8th floor Conference Room A
710 James Robertson Parkway
Nashville, TN 37243

Telephone Number: (888) 757-2790
Participant Passcode: 213766

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents

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

1.8. **Notice of Intent to Respond**

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

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

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

1.9. **Response Deadline**

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

2. RFP SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		June 27, 2016
2. Disability Accommodation Request Deadline	2:00 p.m.	June 30, 2016
3. Pre-response Conference	1:00 p.m.	July 1, 2016
4. Notice of Intent to Respond Deadline	2:00 p.m.	July 5, 2016
5. Written "Questions & Comments" Deadline	2:00 p.m.	July 8, 2016
6. State Response to Written "Questions & Comments"		July 13, 2016
7. Response Deadline	2:00 p.m.	July 20, 2016
8. State Completion of Technical Response Evaluations		July 25, 2016
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	July 26, 2016
10. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	August 2, 2016
11. End of Open File Period		August 9, 2016
12. State sends contract to Contractor for signature		August 11, 2016
13. Contractor Signature Deadline	2:00 p.m.	August 16, 2016

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

3. RESPONSE REQUIREMENTS

3.1. Response Form

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

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

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

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

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

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

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

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

3.2. Response Delivery

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

“RFP # 34353-14817 TECHNICAL RESPONSE ORIGINAL”

and four (4) digital copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

“RFP # 34353-14817 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 # 34353-14817 COST PROPOSAL ORIGINAL”

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

“RFP # 34353-14817 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 # 34353-14817 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 # 34353-14817 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 # 34353-14817 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:

Brandon Silby, Solicitation Coordinator
 Department of General Services
 Central Procurement Office
 3rd Floor WRS TN Tower
 312 Rosa L. Parks Avenue
 Nashville, TN 37243-1102
 615-532-2440
Brandon.Silby@tn.gov

3.3. Response & Respondent Prohibitions

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

- 3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).
- 3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:
- 3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
- 3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
- 3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

3.4. **Response Errors & Revisions**

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

3.5. **Response Withdrawal**

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

3.6. **Additional Services**

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

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

3.7. **Response Preparation Costs**

The State will 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 6.2., Section B, General Qualifications & Experience Item B.14.).

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

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

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

4.5. Right to Refuse Personnel or Subcontractors

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

4.6. **Insurance**

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

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

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

4.8. **Disclosure of Response Contents**

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

4.9. **Contract Approval and Contract Payments**

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

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

4.10. **Contractor Performance**

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

4.11. **Contract Amendment**

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

4.12. **Severability**

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

4.13. **Next Ranked Respondent**

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

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

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

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

5.2. Evaluation Process

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

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

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

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

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

- 5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
- 5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not to meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.3. **Clarifications and Negotiations:** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.
- 5.2.3.1. **Clarifications:** The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.
- 5.2.3.2. **Negotiations:** The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.
- 5.2.3.3. **Cost Negotiations:** All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.
- 5.2.3.4. If the State determines that it is unable to successfully negotiate a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

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

5.3. Contract Award Process

- 5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.
- 5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

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

- 5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.
- 5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.
- 5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

RFP # 34353-14817 STATEMENT OF CERTIFICATIONS AND ASSURANCES

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

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

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

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

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

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

**RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (or
SSN):**

RFP ATTACHMENT 6.2. — Section A

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.5.	Provide a statement confirming that, if awarded a contract pursuant to this RFP, the Proposer shall deliver a Performance Bond to the State in accordance with the requirements of this RFP. The statement must be signed by an individual with legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it.	
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

RFP ATTACHMENT 6.2. — SECTION B

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		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.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: (a) <u>Business Strategy</u> . Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u> . Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information: (i) contract description; (ii) contractor name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u> . Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS);

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(ii) anticipated goods or services contract descriptions;</p> <p>(iii) names and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors.</p> <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p> <p>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.</p>
	B.17.	<p>Provide customer references from individuals who are <u>not</u> current or former State employees for projects similar to the goods or services sought under this RFP and which represent: two (2) accounts Respondent currently services that are similar in size to the State; <u>and</u> three (3) completed projects.</p> <p>References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which <u>must</u> be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below.</p> <p>(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.</p> <p>(b) Send a reference questionnaire and new, standard #10 envelope to each reference.</p> <p>(c) Instruct the reference to:</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

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

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		2	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		2	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		2	
	C.4.	Provide an outline of a disaster recovery plan designed to minimize any disruption to services provided pursuant to this project.		1	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to three (3) places to the right of the decimal point.</i>				Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>	
Total Raw Weighted Score <hr/> Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>			X 40 <i>(maximum possible score)</i>		= SCORE:
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to three (3) places to the right of the decimal point.

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

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

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

RESPONDENT SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Negotiable Food Instrument Transaction (NFI) Services as detailed in Scope A.5. (Except those deliverables specifically provided for below).	\$ NUMBER / NFI	24,000,000	
Item Endorsement Edit (reviewing endorsement on back of NFI for date identification and/or vendor information) as detailed in Scope A.5.d.(2) and A.5.d.(4).	\$ NUMBER / NFI	885,000	
Returned Item, as detailed in Scope A.5.e.	\$ NUMBER / NFI	342,000	
ACH Transaction, as detailed in Scope A.5.f.	\$ NUMBER / ACH Transaction	50,000	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Imaging and Destruction of Receipts, as detailed in Scope A.7.	\$ NUMBER / Imaging and Destruction of Receipt	8,000,000	
Wire Transfer, as detailed in Scope A.9.	\$ NUMBER / Wire Transfer	1,400	
<p align="center">EVALUATION COST AMOUNT (sum of evaluation costs above):</p> <p>The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to three (3) places to the right of the decimal point will be standard for calculations.</p>			
<p>lowest evaluation cost amount from <u>all</u> proposals</p> <hr/> <p>evaluation cost amount being evaluated</p>			<p align="center">x 30 (maximum section score)</p> <p align="right">= SCORE:</p>
<p><i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i></p>			

REFERENCE QUESTIONNAIRE

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

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

RFP # 34353-14817 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.

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

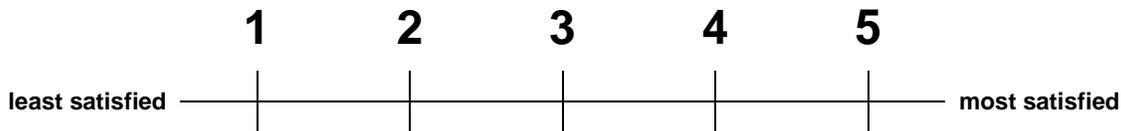
Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

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

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

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



RFP # 34353-14817 REFERENCE QUESTIONNAIRE — PAGE 2

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

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.

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.

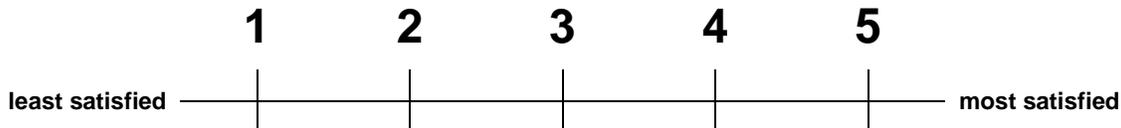
How satisfied are you with the reference subject’s ability to perform based on your expectations and according to the contractual arrangements?

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

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

What is the level of your satisfaction with the reference subject’s project management structures, processes, and personnel?

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

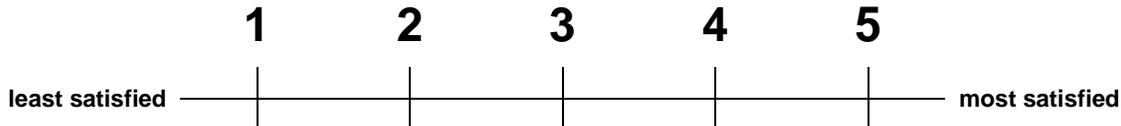


What, if any, comments do you have regarding the score selected above?

RFP # 34353-14817 REFERENCE QUESTIONNAIRE — PAGE 3

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

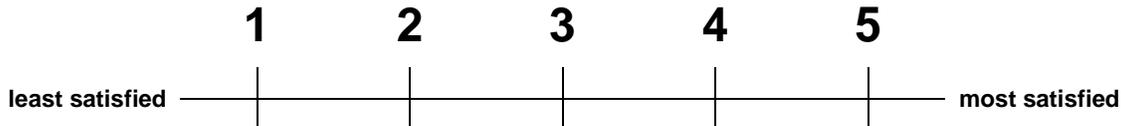
Please respond by circling the appropriate number on the scale below.



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

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

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



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

REFERENCE SIGNATURE:

(by the individual completing this request for reference information)

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

DATE:

SCORE SUMMARY MATRIX

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

Solicitation Coordinator Signature, Printed Name & Date:

RFP # 34353-14817 *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 HEALTH
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of Health (“State”) and **Contractor Legal Entity Name** (“Contractor”), is for the provision of Fiscal Intermediary Services for the Special Supplemental Nutrition Program for Women, Infants, and Children, the Farmers’ Market Nutrition Program and the Senior Farmers’ Market Nutrition Program as further defined in the "SCOPE." State and Contractor may be referred to individually as a “Party” or collectively as the “Parties” to this Contract.

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID # **Number**

A. SCOPE:

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

A.2. Service Definitions:

- a. WIC – acronym for the Special Supplemental Nutrition Program for Women, Infants, and Children, as established by the Child Nutrition Act of 1966 and codified as 42 U.S.C. § 1786.
- b. FMNP – acronym for Farmers’ Market Nutrition Program. A program within WIC which provides for the purchase of fresh, unprepared, locally grown fruits and vegetables to WIC participants, and coincidentally expands the awareness, use of, and sales at farmers’ markets.
- c. SFMNP – acronym for the Senior Farmers’ Market Nutrition Program. A program within WIC which allows low-income seniors to purchase eligible foods (fruits, vegetables, honey, and fresh-cut herbs) at farmers' markets, roadside stands, and community-supported agriculture programs.
- d. NFI – acronym for WIC Negotiable Food Instruments. A paper check with a list of foods and quantities that may be purchased on that check at an authorized vendor by a WIC participant.
- e. Vendor - a WIC authorized retailer
- f. State WIC Vendor Manager – Main point of contact for the State WIC vendor program

A.3. Service Recipients: Those who service or are serviced by the WIC, FMNP, and SFMNP programs.

A.4. Service Goal: To provide fiscal intermediary services for WIC NFIs.

A.5. Service Description: The Contractor shall process and edit NFIs as described below.

- a. The Contractor shall receive an automated file of NFIs issued by the State through a daily electronic transmission from the State. The method of transmission by the State will be file transfer by Transport Control Protocol/Internet Protocol (TCP/IP) and File Transfer Protocol (FTP) This computer file will be in a fixed length field record format and will contain these fields:

	Field	Length	Format
1	NFI number	8	Numeric, right justified, left zero filled
2	Maximum	6	Numeric, implied decimal, 2 decimal positions
3	Month valid	2	mm
4	Year valid	2	vv
5	Region	1	character
6	Cosite	5	character
7	Issued By	10	character
8	Patient ID	10	Numeric, right justified, left zero filled
9	WIC ID	6	character
10	Voucher Code	5	character
11	LSD	1	character
12	Status	1	character
13	Fund source	1	character

- b. The Contractor shall receive transacted NFIs through the Federal Reserve and bank routing channels.
- c. The Contractor shall pay all NFIs issued during the term of the Contract which meet edit criteria described in Section A.5.d of this Contract or which are stamped with a completed WIC, FMNP or SFMNP validation stamp. The Contractor shall include all paid NFIs on the daily transaction computer file of redemption information described in Section A.6.c. of this Contract.
- d. The Contractor shall be responsible for editing either visually, or through an automated system, all transacted NFIs for the seven (7) edit criteria reasons described below, with the exception of NFIs stamped with a validation stamp that is signed and dated, by a state designee. The completed validation stamp authorizes payment of the NFI and releases the Contractor from editing requirements on the NFIs. Edit criteria shall include:
1. The date deposited by the WIC vendor must be within thirty (30) days after the end of the month designated as "valid only during."
 2. The "Date transacted" must be within "month/year" designated as "valid only during." If "Date transacted" is missing or illegible, the Contractor shall turn NFI over and verify that the date of transaction is readable.
 3. The "Pay This Amount" must not be greater than "maximum amount" of the NFI. The Contractor will receive periodic updates to the dollar amount which is set forth as the "maximum amount" of each NFI.
 4. A State-issued approved vendor stamp must be on the NFI. If the vendor stamp is missing or illegible on the front of the NFI, the Contractor shall turn the NFI over and check on the back for identifying vendor information. Stamping may be done by a physical stamp or a virtual stamp image.
 5. The vendor stamp number must be an authorized vendor number. The Contractor shall compare the vendor stamp number to the authorized vendor number appearing in the vendor number master file listing provided by the State.
 6. There must be a signature present below the section of the NFI titled "Signature below must match signature on voucher folder."
 7. No alteration may be made to the valid month and year or to the dollar amount in the data field labeled "pay this amount" (Attachment 1).

- e. The Contractor shall return to the bank of first deposit, through the banking system, all unpaid NFIs which fail any edit criteria described in Section A.5.d. of this Contract with the exception of those having a signed and dated validation stamp. The Contractor shall clearly mark returned NFIs with the reason for rejection.
- f. The Contractor shall perform Automated Clearing House (ACH) payment processing procedures pursuant to 31 CFR 210 (available at <http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=31:2.1.1.1.8>) that will involve the Contractor making payment for NFIs that have been transacted for an amount greater than the maximum amount of the NFI. Subsequently, the Contractor will make appropriate transactions through the ACH system to notify the bank of first deposit of the reason for redemption at less than the presented value so that banks can make the appropriate adjustment to the WIC vendor's account.
- g. The Contractor shall not make payment for photostatic copies of WIC, FMNP, and SFMNP NFIs without written approval of the State by the State WIC vendor manager or designee.
- h. The Contractor shall assure the following:
 - 1. The monthly error rate on all required edits shall not exceed five tenths of one percent (.5%). The error rate shall be defined as the number of incorrectly edited NFIs divided by the number of NFIs processed; and
 - 2. The monthly error rate of NFIs processed by electronic data processing software/hardware, or any manual intervention to correct data, in preparation of the electronic transmission and the bank statement by the Contractor shall not exceed five hundredths of one percent (.05%) of the total NFIs processed each month. The error rate shall be defined as the number of incorrectly processed NFIs processed divided by the number of NFIs processed.

In the event the Contractor fails to meet the requirements stated herein, the Contractor shall be liable for any federal sanctions incurred by the State for failure to meet this error rate as the maximum limit is mandated by federal requirements. The United States Department of Agriculture (USDA) may impose federal sanctions if, after the State has been unsuccessful in correcting a problem with the Contractor's processing of NFIs, the USDA makes a claim against the State. The amount of the claim will be determined by the value of NFIs that are not correctly processed. At its discretion, the State may monitor the Contractor's performance on monthly error rates, on edits and on NFI processing.

- A.6. The Contractor shall generate and produce all reports described below, and ensure that the State receives these reports, in compliance with the following time restrictions: 1) should any delivery date fall on a State holiday, the delivery date will extend to the next working day; 2) should any delivery date fall on a weekend, the delivery date will extend to the next State business day.
 - a. An E-mail report of required wire transfers is required daily by 11:00 a.m. Central Time to the designated state fiscal representative determined at contract award. This daily report shall list WIC, FMNP and SFMNP requirements separately.
 - b. A detailed separate Summary Statements of Account Activity for WIC, FMNP and SFMNP, respectively, is required within twelve (12) business days after the end of the month to the designated state fiscal representative determined at contract award. The summary statements of activity will be prepared on a calendar month and will reflect all deposits and withdrawals made during the period beginning with the first day of the month and extending through the close of business on the last day of the month. The Contractor shall be responsible for assuring the reconciliation of the bank statements with the monthly paid NFI computer file.

- c. The transmittal of one automated file which includes all fund source codes of all paid NFIs will be made before a fixed time each business day. The time of day will be agreed upon by the Parties.

1. The automated file shall include the following information:

- NFI number
- Vendor number
- Date paid
- Redemption amount of NFI
- Fund source
- Returned item

2. The automated file shall be in a fixed length field record and will contain these fields:

	Field	Length	Format
1	NFI number	8	numeric, right justified, left zero filled
2	Vendor number	5	numeric, right justified, left zero filled
3	Filler	20	
4	Date paid	8	ccyymmdd
5	Redeemed amount	5	numeric, implied decimal, 2 decimal positions
6	Filler	26	spaces
7	Bank Code	1	character
8	Fund Source	1	character
9	Returned item (reject code)	2	If returned item - numeric, right justified, left zero filled. otherwise , spaces

3. The method of transmission by the contractor will be transfer by TCP/IP and FTP.

- d. At the State's request, the Contractor shall provide to the State a copy of the authorized vendor master file which the Contractor maintains and updates.

- A.7. The Contractor shall provide imaging services as described in the following section:

- a. Digital Images of all NFI receipts (front only) shall be provided quarterly to the designated State representative, on DVD or equivalent high density recording medium. The Contractor shall name digital image files in such a way as to facilitate retrieval by NFI number. The Contractor shall also provide reproduction services to the State should the State deem the DVD quality unacceptable.
- b. The Contractor shall provide secured segregated storage facilities for permanent DVD and for hard copy originals of the NFI receipts. The Contractor shall, upon approval by the designated State representative, destroy by shredding or incineration hard copies of the NFI receipts which are no longer necessary for the State's investigative/research purposes.

- A.8. The Contractor shall provide the State with access to Contractor's internet banking site capable of providing images and data for WIC, FMNP and SFMNP. Such access shall provide search capability and summary data capability. This access shall allow for image retrieval and printing, front and back, of all NFIs processed by the Contractor. It shall include both paid and rejected NFIs within a period of at least three (3) business days back to at least one (1) year from the latest available retrieval date. The access shall also allow for downloading search results and summary data into Microsoft Excel spreadsheets.

- a. The criteria for searches by NFI shall focus on, but are not limited to, the following areas:
 - 1. Information about each NFI processed by the Contractor such as the employee who issued it, which clinic location issued it, the participant to whom it was issued, and at which WIC authorized vendor it was transacted.
 - 2. Special situations involved in processing the NFI, such as the verification or comparison of information from the front to the back of the NFI, the identifying of NFIs issued for use in under-cover compliance investigations or codes to explain why an NFI was rejected for payment by the Contractor.
 - 3. Capability to sort the data by such factors as NFI number, vendor number, reject reasons and redeemed amount in ascending and descending order.
 - 4. Ability to search by either a single NFI or by multiple NFIs.
- b. The access to summary data shall focus on, but is not limited to, the following:
 - 1. Capability to obtain monthly and daily processing totals such as the total number of paid and rejected NFIs and their corresponding dollar amounts by month and/ or each individual business day in that month. There shall be access from this area of the system to specific NFI data concerning comparisons of front to back and rejections. This data shall be available in ascending and descending order.
 - 2. Ability to obtain data by vendor number(s) such as the totals of paid, back to front reviewed, and rejected NFIs for one or more business days.
 - 3. The images and data provided by the banking site shall be available to the State for a period of seven (7) years following the completion of the Contract Term.

A.9. The Contractor shall provide service settlement as described below:

- a. The Contractor shall maintain three (3) separate accounts - one each for WIC, FMNP and SFMNP - from which funds shall be disbursed for payment of redeemed NFIs. The Contractor shall manage the account amounts with the goal of achieving neither a positive nor negative balance.
- b. The State shall settle funds through a daily wire transfer every business day by 11:00 a.m. Central Time. The Contractor shall request that the State initiate the transfer and shall notify the State of the amount to be transferred. The Contractor shall base its request on an amount equal to all NFI's paid by the Contractor since the previous business day's 11:00 a.m. Central Time transfer, but shall request only an amount which is necessary to achieve neither a positive nor negative balance in the Contractor's account.
- c. If the State receives notice of the requested amount after the 11:00 a.m. Central Time deadline, the State shall not consider the transfer to occur on that same day. If the Contractor misses the deadline, they will be required to submit the subsequent business day.
- d. Any daily balance that may result because of the method selected to process the account must be managed so that the average of the daily balances during the term of this contract will be approximately zero. An average balance will generate earning at the average equivalent yield of ninety (90) day Treasury Bills auctioned during the State's fiscal year to be applied against the cost of services if the monthly earnings allowance is fifty dollars (\$50) or less. If the monthly earnings allowance is greater than

fifty dollars (\$50), the amount will be applied to the next month's monthly invoice.

- e. The Contractor shall estimate the amount to be wired for holidays or when the actual amount of paid NFIs is not available by 11:00 a.m. Central Time. The State shall approve, in writing, the methodology for determining this estimate.
- f. If at any time there are excess funds in the Contractor's account due to overpayment or any other reason, the Contractor shall offset such amount against the following day's transaction. Such wire transfers shall be in accordance with the State Treasury's procedures.

- A.10. The Contractor shall provide secure magnetic ink character recognition (MICR) bond paper as described below:

The Contractor shall be responsible for providing 8 1/2,"by 14" one part, secure MICR bond paper with security features for use with MICR ink and compatible for laser printing to identify the documents as being printed on authentic paper and to prohibit fraudulent duplication of Negotiable Food Instrument (NFI) paper. The secure MICR bond paper shall be divided equally and perforated in four (4) sections 3 1/2" by 8 1/2". Security features shall include, at a minimum:

- a. Microline security print on face
- b. Security pantograph
- c. High resolution border
- d. Custom artificial watermark on back

- A.11. The Contractor shall inventory, store and deliver secure MICR bond paper as described below:

The Contractor shall be responsible for maintaining a controlled inventory system of secure MICR bond paper. The Contractor's initial secure MICR bond paper order shall be approximately 1,200,000 sheets. The WIC State Vendor Manager may approve to reduce this amount based on the available amount of the secure MICR bond paper at the end of the previous contract. The Contractor shall then order approximately 1,000,000 sheets of secure MICR bond paper approximately every six (6) months thereafter. The amount of the paper order may be based on reduction in demand for secure MICR bond paper due to the implementation of Electronic Benefits Transfer (EBT). All losses to inventory shall be solely the liability of the Contractor.

There shall be separation of duties between Contractor staff involved in supplying secure MICR bond paper and those conducting inventory. The Contractor shall have a system of confirming receipt, by clinics and the WIC Central Office, of secure MICR bond paper shipped by the Contractor or by the printer. The Contractor shall arrange for the secure paper to be shipped according to the Estimated Quarterly Shipment Schedule for Secure MICR Bond Paper (Attachment 2 – the locations and quantities are subject to change throughout the term of the contract depending on the needs of the State). The State will employ a system of confirming receipt of secure MICR bond paper from the clinic to the WIC Central Office.

- a. The Contractor shall, with the State's approval, develop and implement procedures for control of inventory which shall include, but not be limited to:
 - 1. Storage of all secure MICR bond paper in a secure, access-controlled location.
 - 2. Maintenance of perpetual inventory system tracking the boxes of secure MICR bond paper shipped to the clinics and the State office.
- b. The Contractor shall, with the State's approval, develop and implement procedures for delivery of secure MICR bond paper which shall include, but not be limited to:
 - 1. Delivery of initial order of secure MICR bond paper to the clinics within

fourteen (14) days of State's request for same.

2. Delivery of secure MICR bond paper to the clinics at quarterly intervals or as requested by the State.
 3. Delivery of special shipments of secure MICR bond paper (needed sooner than next scheduled delivery) by a bonded service, inside signed delivery within seven (7) calendar days of the State's request.
 4. Deliveries shall be inside signed deliveries and made only to the WIC Central Office and clinics specified by the State.
- A.12. Periodic progress meetings between the Contractor and the State shall be held at least annually through electronic media conferences to discuss Contract issues and concerns. The Contractor shall be responsible for developing an action plan, which is subject to State approval, for correcting any Contract problems identified by the State at these meetings and providing this action plan to the State within two (2) weeks after the meeting.
- A.13. The Contractor shall be required to maintain, update and test its disaster recovery plan subject to the State's approval, ensuring that it is designed to minimize any disruption to services provided pursuant to this Contract. It shall be the sole responsibility of the Contractor to provide and maintain adequate backup capability to ensure continued provision of all services specified in this Contract.
- A.14. Prior to the conclusion of this Contract, or in the event of termination of the Contract for any reason, the Contractor shall provide assistance to the State in the turnover of WIC fiscal intermediary services, as specified in this Contract, to the new Contractor. The Contractor shall prepare and submit a detailed turnover plan for the State's approval at least 120 days after the beginning day of this Contract. The plan shall define the turnover approach, detail all tasks and provide a schedule for the turnover effort to achieve the State's requirements. Within forty-five (45) days of completing all turnover tasks, the Contractor shall submit a final report to the State summarizing turnover results and certifying completion.
- A.15. The State shall:
- a. Open account(s), as requested, with the Contractor or its subcontracted State depository;
 - b. Provide orientation of necessary Contractor personnel regarding the WIC, FMNP and SFMNP Programs and State operations of the WIC, FMNP and SFMNP Programs;
 - c. Determine the colors, layout requirements and quantity of the secure MICR bond paper. The State will provide a sample for perforation and paper weight. The State must approve the Contractor's procured secure MICR bond paper;
 - d. Approve the Contractor's selected delivery service/shipper;
 - e. Assign the unique eight (8) digit NFI serial number at the time NFIs are electronically printed, either in the local clinic or at the WIC Central Office for compliance buys. To ensure security, NFI numbers are assigned by the State. The voucher printing process automatically prints the next NFI in sequence;
 - f. Upon receipt of invoice for the secure MICR bond paper, compensate the Contractor for the actual cost of procurement of the secure MICR bond paper if Contractor followed procedures outlined in Section E.3.;
 - g. Upon receipt of an invoice and following Section E.3., compensate the Contractor

for the actual cost of delivery:

1. of the initial shipment of secure MICR bond paper by a bonded delivery service
 2. of quarterly shipments of secure MICR bond paper by a bonded delivery service
 3. of special expedited shipments of secure MICR bond paper by a bonded delivery service;
- h. Provide a projected shipment schedule for secure MICR bond paper to each clinic based on the number of WIC, FMNP, and SFMNP participants in each clinic (Attachment 2);
 - i. Wire transfer funds daily into the account designated by the Contractor, in the amount specified by the Contractor in the 11:00 a.m. Central Time e-mail report, within the time frame of the wire funds deadline;
 - j. Provide an initial master file of authorized WIC, FMNP and SFMNP authorized vendor names and numbers;
 - k. Provide information by e-mail of additions and deletions to the WIC, FMNP and SFMNP authorized vendor master file. Deletions indicate the last processing date that will be honored in paying NFIs to the deleted authorized vendor;
 - l. Provide the Contractor any clarification necessary to be followed for performing NFI editing;
 - m. Provide daily electronic files of NFIs issued in the clinics;
 - n. Notify the Contractor within ninety (90) days following receipt of the DVD disks containing NFI receipts if the quality is not acceptable;
 - o. Authorize destruction of hard copies of NFI receipts not less than ninety (90) days after the end of the processing period, upon the State's confirmation of DVD disk acceptability.
 - p. Meet at least annually, through electronic media conferences, with the Contractor to discuss progress reports and discuss Contract concerns.
- A.16. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty general offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

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

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

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

Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

- A.17. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

This Contract shall be effective for the period beginning on **October 1, 2016** ("Effective Date") and ending on **September 30, 2021** ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **Written Dollar Amount (\$Number)** ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Negotiable Food Instrument Transaction (NFI) Services as detailed in Scope A.5. (Except those deliverables specifically provided for below).	\$ NUMBER / NFI
Item Endorsement Edit (reviewing endorsement on back of NFI for date identification and/or vendor information) as detailed in Scope A.5.d.(2) and A.5.d.(4).	\$ NUMBER / NFI
Returned Item, as detailed in Scope A.5.e.	\$ NUMBER / NFI
ACH Transaction, as detailed in Scope A.5.f.	\$ NUMBER / ACH Transaction
Imaging and Destruction of Receipts, as detailed in Scope A.7.	\$ NUMBER / Imaging and Destruction of Receipt

Wire Transfer, as detailed in Scope A.9.	\$ NUMBER / Wire Transfer
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C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

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

Invoice Administrator
 Division of Family Health and Wellness
 Tennessee Department of Health
 8th Floor, Andrew Johnson Tower
 710 James Robertson Parkway
 Nashville, Tennessee 37243

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

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

b. Contractor's invoices shall:

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

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

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as

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acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

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

The State:

Margaret T. (Peggy) Lewis, Director
 Supplemental Nutrition Programs
 Division of Family Health and Wellness
 Tennessee Department of Health
 8th Floor, Andrew Johnson Tower
 710 James Robertson Parkway
 Nashville, Tennessee 37243
 Email Address: Margaret.T.Lewis@tn.gov
 Telephone #: (615) 741-7218
 FAX #: (615) 532-7189

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. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

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

- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
- b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachments 1, 2, 3, and 4;
- 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. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et. seq.*, shall be printed pursuant to this Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103 (d).

E.4. Reimbursement. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Any goods, materials, supplies, equipment or contracted services procured by Contractor under this Contract shall be procured on a competitive basis when practicable. The Contractor shall maintain documentation supporting Contractor's request for reimbursement. In each instance where it is determined that use of a competitive procurement method was not practicable, Contractor shall seek approval of the WIC Director to procure by non-competitive procurement as a condition for reimbursement.

E.5. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

E.6. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This

prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.7. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

E.8. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFP # 34353-14817 (Attachment 6.2. Section B.15.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the required form and substance.

E.9. Performance Bond. The Contractor shall provide to the State a performance bond guaranteeing full and faithful performance of all undertakings and obligations under this Contract specifically faithful performance of the work in accordance with the plans, specifications, and Contract documents. The Contractor shall submit the bond no later than the day immediately preceding the Effective Date and in the manner and form prescribed by the State at Attachment 4. The bond shall be issued by a company licensed to issue such a bond in the state of Tennessee. The performance bond shall guarantee full and faithful performance of all undertakings and obligations under this Contract for the first year of the Term in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) and, thereafter, a new performance bond in an amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) covering each subsequent year of the Term, including any renewals or extensions. The State reserves the right to review the bond amount and bonding requirements at any time during the Term. The Contractor shall provide performance bonds to the State prior to the Effective Date and thirty (30) days prior to the beginning of each renewal or extended Term.

Failure to provide to the State the performance bond(s) as required under this Contract may result in this Contract being terminated by the State. The performance bond required under this Contract shall not be reduced during the Term without the State's prior written approval.

- E.10. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
1. The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
 - i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.
 2. Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.

- c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF HEALTH:

JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER

DATE

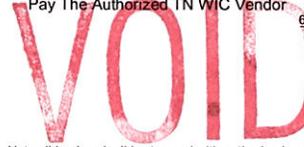
ATTACHMENT 1

If you have questions call your local Health Department or 1-800-342-5942 (1-800-DIAL WIC)

2	015	01	0000003665	WIC, TESTSTATUS 1.		VKKV	TENNESSEE WIC PROGRAM	20028333	
REG.	CO.	CL.	PARTICIPANT ID#	LAST NAME	FIRST NAME	MI	ISSUING CLK. ID#		
VALID ONLY FOR THE PURCHASE OF WIC APPROVED FOODS: FOOD PACKAGE: 01STD VOUCHER CODE: A TWO (2) GALLONS OF MILK (REDUCED FAT, LOW FAT, FAT FREE OR SWEET ACIDOPHILUS) CHOOSE 3(ANY COMBINATION) OF: 14-16 OZ TOFU, QUART BUTTERMILK, 12 OZ CAN EVAPORATED MILK OR CHOOSE ONE(1) 9.6 OZ BOX NONFAT DRY MILK SIXTEEN(16)OZ STORE BRAND CHEESE (8 OR 16 OZ PKG) ONE (1) 11.5-12 OZ CONTAINER OF FROZEN JUICE OR 46-48 OZ CONTAINER OF JUICE THIRTY-SIX (36)OZ OF CEREAL (BUY 11 OZ OR LARGER)							Pay The Authorized TN WIC Vendor  Not valid unless legibly stamped with authorized vendor stamp and deposited within 30 days from last day valid. Payable through United Community Bank, Marietta, GA 30060		VALID ONLY DURING DECEMBER 2010 DATE TRANSACTED _____ PAY THIS AMOUNT \$ _____
							Signature below must match signature on voucher folder. X		

⑈ 200 28 33 3 ⑈ ⑆ 06 1 1 1 9 6 8 4 ⑆ ⑈

If you have questions call your local Health Department or 1-800-342-5942 (1-800-DIAL WIC)

2	015	01	0000003665	WIC, TESTSTATUS 1.		VKKV	TENNESSEE WIC PROGRAM	20028334	
REG.	CO.	CL.	PARTICIPANT ID#	LAST NAME	FIRST NAME	MI	ISSUING CLK. ID#		
VALID ONLY FOR THE PURCHASE OF WIC APPROVED FOODS: FOOD PACKAGE: 31STD VOUCHER CODE: CVV10 THIS VOUCHER IS VALID FOR UP TO \$10 (TEN DOLLARS) OF FRESH/FROZEN FRUITS/VEGETABLES MAY BE USED AT A WIC AUTHORIZED STORE NO CHANGE MAY BE GIVEN IF TOTAL VALUE NOT USED							Pay The Authorized TN WIC Vendor  Not valid unless legibly stamped with authorized vendor stamp and deposited within 30 days from last day valid. Payable through United Community Bank, Marietta, GA 30060		VALID ONLY DURING DECEMBER 2010 DATE TRANSACTED _____ PAY THIS AMOUNT \$ _____
							Signature below must match signature on voucher folder. X		

⑈ 200 28 33 3 ⑈ ⑆ 06 1 1 1 9 6 8 4 ⑆ ⑈

ATTACHMENT 2

ESTIMATED QUARTERLY SHIPMENT LIST FOR DELIVERING SECURE BOND PAPER

Locations and quantities are subject to change throughout term of contract

DAVIDSON COUNTY REGION

CLINIC NO.	COUNTY HEALTH DEPARTMENT	STREET ADDRESS	CITY	ZIP CODE	NUMBER OF SHEETS
19EW	EAST WIC CLINIC	1015 E. TRINITY LANE	NASHVILLE	37216	12,000
1921	WOODBINE PUBLIC HEALTH CLINIC	224 ORIEL AVENUE	NASHVILLE	37210	12,000
1979	SOUTH WIC NUTRITION CENTER	3718 NOLENSVILLE PIKE	NASHVILLE	37211	12,000
19LW	LENTZ WIC CLINIC	2500 CHARLOTTE PIKE	NASHVILLE	37209	24,000

EAST REGIONS

CLINIC NO.	COUNTY HEALTH DEPARTMENT	STREET ADDRESS	CITY	ZIP CODE	NUMBER OF SHEETS
101	ANDERSON COUNTY HEALTH DEPARTMENT	710 N. MAIN ST. SUITE A	CLINTON	37716	4,000
501	BLOUNT COUNTY HEALTH DEPARTMENT	301 MCGHEE ST	MARYVILLE	37801	6,000
701	CAMPBELL COUNTY HEALTH DEPARTMENT	162 SHARP-PERKINS RD	JACKSBORO	37757	4,000
1301	CLAIBORNE COUNTY HEALTH DEPARTMENT	620 DAVIS DR.	NEW TAZEWELL	37825	6,000
1501	COCKE COUNTY HEALTH DEPARTMENT	430 COLLEGE STREET	NEWPORT	37821	4,000
2901	GRAINGER COUNTY HEALTH DEPARTMENT	185 JUSTICE CENTER DRIVE	RUTLEDGE	37861	4,000
3201	HAMBLEN COUNTY HEALTH DEPARTMENT	331 WEST MAIN STREET	MORRISTOWN	37814	6,000
4501	JEFFERSON COUNTY HEALTH DEPARTMENT	931 INDUSTRIAL PARK RD. SUITE 200	DANDRIDGE	37725	4,000
5301	LOUDON COUNTY HEALTH DEPARTMENT	600 RAYDER AVE	LOUDON	37774	4,000
6201	MONROE COUNTY HEALTH DEPARTMENT	3469 NEW HIGHWAY 68	MADISONVILLE	37354	4,000
6501	MORGAN COUNTY HEALTH DEPARTMENT	1103 KNOXVILLE HWY	WARTBURG	37887	2,000
7301	ROANE COUNTY HEALTH DEPARTMENT	1362 N. GATEWAY AVENUE	ROCKWOOD	37854	2,000
7601	SCOTT COUNTY HEALTH DEPARTMENT	344 COURT STREET	HUNTSVILLE	37756	4,000
7801	SEVIER COUNTY HEALTH DEPARTMENT	719 MIDDLE CREEK RD	SEVIERVILLE	37862	6,000
8701	UNION COUNTY HEALTH DEPARTMENT	4335 MAYNARDVILLE HWY	MAYNARDVILLE	37807	2,000

HAMILTON COUNTY REGION

CLINIC NO.	COUNTY HEALTH DEPARTMENT	STREET ADDRESS	CITY	ZIP CODE	NUMBER OF SHEETS
3314	BIRCHWOOD CLINIC	5623 HWY 60	BIRCHWOOD	37308	2,000
3369	DODSON AVENUE HEALTH CENTER	1200 DODSON AVENUE	CHATTANOOGA	37406	2,000
3350	OOLTEWAH HEALTH CENTER	5520 HIGH STREET	OOLTEWAH	37363	4,000
3360	SEQUOYAH HEALTH CENTER	9527 RIDGE TRAIL RD	SODDY DAISY	37379	4,000
3310	FAMILY HEALTH PEDIATRICS	921 EAST 3RD STREET	CHATTANOOGA	37403	10,000

KNOX COUNTY REGION

CLINIC NO.	COUNTY HEALTH DEPARTMENT	STREET ADDRESS	CITY	ZIP CODE	NUMBER OF SHEETS
4704	KNOX COUNTY HEALTH DEPARTMENT	140 DAMERON AVENUE	KNOXVILLE	37917-6413	20,000

MADISON COUNTY REGION

CLINIC NO.	COUNTY HEALTH DEPARTMENT	STREET ADDRESS	CITY	ZIP CODE	NUMBER OF SHEETS
5702	MADISON COUNTY HEALTH DEPARTMENT	589 EAST COLLEGE STREET	JACKSON	38301	10,000

MID-CUMBERLAND REGION

CLINIC NO.	COUNTY HEALTH DEPARTMENT	STREET ADDRESS	CITY	ZIP CODE	NUMBER OF SHEETS
1101	CHEATHAM COUNTY HEALTH DEPARTMENT	162 COUNTY SERVICES DRIVE STE 200	ASHLAND CITY	37015	2,000
2201	DICKSON COUNTY HEALTH DEPARTMENT	301 WEST END	DICKSON	37055	4,000
2203	WHITE BLUFF CLINIC	200 SCHOOL RD.	WHITE BLUFF	37187	2,000
4201	HOUSTON COUNTY HEALTH DEPARTMENT	60E. COURT SQUARE	ERIN	37061	2,000
4301	HUMPHREYS COUNTY HEALTH DEPARTMENT	725 HOLLY LANE	WAVERLY	37185	2,000
6303	MONTGOMERY CO. WIC CLINIC	300 PAGEANT LANE	CLARKSVILLE	37040	14,000
7403	ROBERTSON COUNTY HEALTH DEPARTMENT	900 S BROWN STREET	SPRINGFIELD	37172	4,000

7501	RUTHERFORD COUNTY HEALTH DEPARTMENT	100 WEST BURTON ST.	MURFREESBORO	37130	8,000
7503	NORTH RUTHERFORD COUNTY HEALTH DEPARTMENT	108 DAVID COLLINS DRIVE	SMYRNA	37167	8,000
8101	STEWART COUNTY HEALTH DEPARTMENT	1021 SPRING STREET	DOVER	37058	2,000
8301	SUMNER COUNTY HEALTH DEPARTMENT	1005 UNION SCHOOL RD.	GALLATIN	37066	4,000
8306	HENDERSONVILLE CLINIC-SUMNER CO.	351 NEW SHACKLE ISLAND	HENDERSONVILLE	37075	2,000
8303	PORTLAND CLINIC-SUMNER CO	214 WEST LONGVIEW DR.	PORTLAND	37148	2,000
8501	TROUSDALE COUNTY HEALTH DEPARTMENT	541 EAST MAIN STREET	HARTSVILLE	37074	2,000
9401	WILLIAMSON COUNTY HEALTH DEPARTMENT	1324 WEST MAIN ST.	FRANKLIN	37064	2,000
9403	WILLIAMSON COUNTY HEALTH DEPARTMENT FAIRVIEW CLINIC	2629 FAIRVIEW BLVD	FAIRVIEW	37062	2,000
9501	WILSON COUNTY HEALTH DEPARTMENT	927 EAST BADDOUR PARKWAY	LEBANON	37087	4,000

NORTHEAST REGION

CLINIC NO.	COUNTY HEALTH DEPARTMENT	STREET ADDRESS	CITY	ZIP CODE	NUMBER OF SHEETS
1001	CARTER COUNTY HEALTH DEPARTMENT	403 EAST G. STREET	ELIZABETHTON	37643	4,000
3001	GREENE COUNTY HEALTH DEPARTMENT	810 W. CHURCH ST	GREENEVILLE	37745	6,000
3401	HANCOCK COUNTY HEALTH DEPARTMENT	178 WILLOW ST.	SNEEDVILLE	37869	2,000
3701	HAWKINS COUNTY HEALTH DEPARTMENT- ROGERSVILLE	201 PARK BLVD.	ROGERSVILLE	37857	2,000
3702	HAWKINS COUNTY HEALTH DEPARTMENT- CHURCH HILL	247 SILVER LAKE RD.	CHURCH HILL	37642	2,000
4601	JOHNSON COUNTY HEALTH DEPARTMENT	715 WEST MAIN STREET	MOUNTAIN CITY	37683	2,000
8601	UNICOI COUNTY HEALTH DEPARTMENT	101 OKOLONA DRIVE	ERWIN	37650	2,000
9001	WASHINGTON CO - JOHNSON CITY PHD	219 PRINCETON RD.	JOHNSON CITY	37601	6,000

SHELBY COUNTY REGION

CLINIC NO.	COUNTY HEALTH DEPARTMENT	STREET ADDRESS	CITY	ZIP CODE	NUMBER OF SHEETS
7917	CAWTHON PUBLIC HEALTH CLINIC	1000 HAYNES	MEMPHIS	38114	4,000
7923	MEMPHIS HEALTH CENTER-WIC	360 E.H. CRUMP BLVD.	MEMPHIS	38126	2,000

7925	SHELBY CROSSING CLINIC	6170 MACON RD.	BARTLETT	38134	14,000
7956	SOUTHLAND MALL CLINIC	1287 SOUTHLAND MALL	MEMPHIS	38116	14,000
7976	MILLINGTON CLINIC	8225 HWY 51 NORTH STE 11&12	MILLINGTON	38053	4,000
7983	HICKORY HILL CLINIC	6590 KIRBY CENTER COVE, SUITES 101 & 104	MEMPHIS	38115	14,000
7989	GALLOWAY WIC CLINIC	477 NORTH MANASSAS	MEMPHIS	38105	16,000

SOUTH CENTRAL REGION

CLINIC NO.	COUNTY HEALTH DEPARTMENT	STREET ADDRESS	CITY	ZIP CODE	NUMBER OF SHEETS
201	BEDFORD COUNTY HEALTH DEPARTMENT	140 DOVER STREET	SHELBYVILLE	37160	6,000
1601	COFFEE COUNTY HEALTH DEPARTMENT	800 PARK STREET	MANCHESTER	37355	4,000
1602	TULLAHOMA HEALTH CENTER	615 WILSON AVENUE	TULLAHOMA	37388	4,000
2801	GILES COUNTY HEALTH DEPARTMENT	209 S CEDAR LANE	PULASKI	38478	2,000
4101	HICKMAN COUNTY HEALTH DEPARTMENT	111 MURPHREE AVE.	CENTERVILLE	37033	2,000
5001	LAWRENCE HEALTH DEPARTMENT	2379 BUFFALO ROAD	LAWRENCEBURG	38464	4,000
5101	LEWIS COUNTY HEALTH DEPARTMENT	51 SMITH AVE.	HOHENWALD	38462	2,000
5201	LINCOLN COUNTY HEALTH DEPARTMENT	1000 WEST WASHINGTON STREET , SUITE A	FAYETTEVILLE	37334	4,000
5901	MARSHALL COUNTY HEALTH DEPARTMENT	206 LEGION STREET	LEWISBURG	37091	4,000
6001	MAURY COUNTY HEALTH DEPARTMENT	1909 HAMPSHIRE PIKE	COLUMBIA	38401	10,000
6401	MOORE COUNTY HEALTH DEPARTMENT	251 MAJORS BLVD., ROOM 1	LYNCHBURG	37352	DOESN'T ORDER REGULARLY
6801	PERRY COUNTY HEALTH DEPARTMENT	31 MEDICAL DR.	LINDEN	37096	2,000
9101	WAYNE COUNTY HEALTH DEPARTMENT	725 SOUTH MAIN STREET	WAYNESBORO	38485	2,000

SOUTHEAST REGION

CLINIC NO.	COUNTY HEALTH DEPARTMENT	STREET ADDRESS	CITY	ZIP CODE	NUMBER OF SHEETS
401	BLEDSON COUNTY HEALTH DEPARTMENT	1185 ALVIN YORK HIGHWAY	PIKEVILLE	37367	2,000
601	BRADLEY COUNTY HEALTH DEPARTMENT	201 DOOLEY STREET S.E.	CLEVELAND	37311	8,000

2601	FRANKLIN COUNTY HEALTH DEPARTMENT	338 JOYCE LANE	WINCHESTER	37398	4,000
3101	GRUNDY COUNTY HEALTH DEPARTMENT	1372 MAIN STREET	ALTAMONT	37301	2,000
5401	MCMINN COUNTY HEALTH DEPARTMENT	393 COUNTY ROAD 554	ATHENS	37303	4,000
5801	MARION COUNTY HEALTH DEPARTMENT	24 EAST 7th ST	JASPER	37347	4,000
6101	MEIGS COUNTY HEALTH DEPARTMENT	389 RIVER ROAD	DECATUR	37322	2,000
7001	POLK COUNTY HEALTH DEPARTMENT-BENTON	2279 PARKSVILLE RD.	BENTON	37307	DOESN'T ORDER REGULARLY
7002	POLK COUNTY HEALTH DEPT. COPPER HILL	840 CHEROKEE TRAIL, COPPER BASIN CENTER	COPPERHILL	37317	2,000
7201	RHEA COUNTY HEALTH DEPARTMENT	344 EAGLE LANE	EVENSVILLE	37332	2,000
7701	SEQUATCHIE CO. HEALTH DEPARTMENT	16939 RANKIN AVE.	DUNLAP	37327	2,000

SULLIVAN COUNTY REGION

CLINIC NO.	COUNTY HEALTH DEPARTMENT	STREET ADDRESS	CITY	ZIP CODE	NUMBER OF SHEETS
8201	SULLIVAN COUNTY HEALTH DEPARTMENT-BLOUNTVILLE	154 BLOUNTVILLE BYPASS	Blountville	37617	6,000
8202	SULLIVAN COUNTY HEALTH DEPARTMENT-KINGSPORT	1041 EAST SULLIVAN STREET	Kingsport	37664	6,000

UPPER CUMERLAND REGION

CLINIC NO.	COUNTY HEALTH DEPARTMENT	STREET ADDRESS	CITY	ZIP CODE	NUMBER OF SHEETS
801	CANNON COUNTY HEALTH DEPARTMENT	301 W MAIN STREET SUITE 200	WOODBURY	37190	2,000
1401	CLAY COUNTY HEALTH DEPARTMENT	115 GUFFEY STREET	CELINA	38551	2,000
1801	CUMBERLAND COUNTY HEALTH DEPARTMENT	1503 SOUTH MAIN ST.	CROSSVILLE	38555	6,000
2101	DEKALB COUNTY HEALTH DEPARTMENT	254 TIGER DRIVE	SMITHVILLE	37166	2,000
2501	FENTRESS COUNTY HEALTH DEPARTMENT	240 COLONIAL CIRCLE, SUITE A	JAMESTOWN	38556	2,000
4401	JACKSON COUNTY HEALTH DEPARTMENT	600 NORTH MURRAY STREET	GAINESBORO	38562	2,000
5601	MACON COUNTY HEALTH DEPARTMENT	601 HWY 52 BY PASS EAST	LAFAYETTE	37083	2,000
6701	OVERTON COUNTY HEALTH DEPARTMENT	5880 BRADFORD HICKS DRIVE	LIVINGSTON	38570	2,000

6901	PICKETT COUNTY HEALTH DEPARTMENT	1013 WOODLAWN DRIVE	BYRDSTOWN	38549	DOESN'T ORDER REGULARLY
7101	PUTNAM COUNTY HEALTH DEPARTMENT	701 COUNTY SERVICES DR.	COOKEVILLE	38501	6,000
8001	SMITH COUNTY HEALTH DEPARTMENT	251 JOY ALFORD WAY	CARTHAGE	37030	2,000
8801	VAN BUREN COUNTY HEALTH DEPARTMENT	907 OLD MCMINNVILLE STREET	SPENCER	38585	DOESN'T ORDER REGULARLY
8901	WARREN COUNTY HEALTH DEPARTMENT	1401 SPARTA STREET	MCMINNVILLE	37110	2,000
9301	WHITE COUNTY HEALTH DEPARTMENT	135 WALKER ST.	SPARTA	38583	2,000

WEST REGION- JACKSON

CLINIC NO.	NUMBER OF SHEETS	ZIP CODE	CITY	STREET ADDRESS	COUNTY HEALTH DEPARTMENT
1201	CHESTER COUNTY HEALTH DEPARTMENT	301 QUINCO DRIVE	HENDERSON	38340	2,000
2001	DECATUR COUNTY HEALTH DEPARTMENT	155 N. PLEASANT ST.	DECATURVILLE	38329	2,000
2401	FAYETTE COUNTY HEALTH DEPARTMENT	90 YUM YUM ROAD	SOMERVILLE	38068	2,000
3501	HARDEMAN COUNTY HEALTH DEPARTMENT	10825 OLD HWY 64	BOLIVAR	38008	2,000
3601	HARDIN COUNTY HEALTH DEPARTMENT	1920 PICKWICK ST.	SAVANNAH	38372	4,000
3801	HAYWOOD COUNTY HEALTH DEPARTMENT	950 EAST MAIN	BROWNSVILLE	38012	2,000
3901	HENDERSON COUNTY HEALTH DEPARTMENT	90 RUSH STREET	LEXINGTON	38351	2,000
4901	LAUDERDALE COUNTY HEALTH DEPARTMENT	500 HWY. 51 SOUTH	RIPLEY	38063	2,000
5501	MCNAIRY COUNTY HEALTH DEPARTMENT	725 E. POPLAR STREET	SELMER	38375	4,000
8401	TIPTON COUNTY HEALTH DEPARTMENT	4700 MUELLER BRASS RD.	COVINGTON	38019	2,000

WEST REGION- UNION CITY

CLINIC NO.	COUNTY HEALTH DEPARTMENT	STREET ADDRESS	CITY	ZIP CODE	NUMBER OF SHEETS
301	BENTON COUNTY HEALTH DEPARTMENT	225 HOSPITAL DRIVE	CAMDEN	38320	2,000
901	CARROLL COUNTY HEALTH DEPARTMENT	633 HIGH STREET	HUNTINGDON	38344	2,000
1701	CROCKETT COUNTY HEALTH DEPARTMENT	209 N. BELLS STREET	ALAMO	38001	2,000
2301	DYER COUNTY HEALTH DEPARTMENT	1755 PARR AVE.	DYERSBURG	38024	4,000
2701	GIBSON COUNTY HEALTH DEPARTMENT	1250 MANUFACTURER'S ROW	TRENTON	38382	2,000

2702	HUMBOLDT CLINIC	149 NORTH 12TH AVE	HUMBOLDT	38343	2,000
2703	MILAN CLINIC GIBSON CO. HEALTH DEPT	6501 TELECOM DRIVE	MILAN	38358	2,000
4001	HENRY COUNTY HEALTH DEPARTMENT	803 JOY STREET	PARIS	38242	2,000
4801	LAKE COUNTY HEALTH DEPARTMENT	400 HIGHWAY 78, SOUTH	TIPTONVILLE	38079	2,000
6601	OBION COUNTY HEALTH DEPARTMENT	1008 MT. ZION ROAD	UNION CITY	38261	2,000
9201	WEAKLEY COUNTY HEALTH DEPARTMENT	9852 HIGHWAY 22	DRESDEN	38225	2,000

TENNESSEE WIC PROGRAM STATE OFFICE

9999	TENNESSEE DEPARTMETN OF HEALTH	8TH FLOOR, ANDREW JOHNSON TOWER, 710 JAMES ROBERTSON PARKWAY	NASHVILLE	37243	DOESN'T ORDER REGULARLY
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ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON VENDOR IDENTIFICATION 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